

UNOFFICIAL COPY

This Mortgage is made on JUNE 2, 1993 between the Mortgagor(s), WILLIAM R. HENDERSON AND PHYLLIS C. HENDERSON, His wife whose address is 324 S. EVANSTON AVENUE, ARLINGTON HEIGHTS, IL. 60004 and the Mortgagee, NBD Bank, whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187.

(A) Definitions.

- (1) The words "borrower", "you" or "yours" mean each Mortgagor, whether single or joint, who signs below.
(2) The words "we", "us", "our" and "Bank" mean the Mortgagee and its successors or assigns.
(3) The word "Property" means the land described below. Property includes all buildings and improvements now on the land or built in the future.

(B) Security. You owe the Bank the principal sum of \$ 50,000.00 or the aggregate unpaid amount of all loans and disbursements made by the Bank to you pursuant to a Home Equity Credit Agreement and Disclosure Statement or Installment Loan and Security Agreement ("Agreement") dated JUNE 2, 1993, which is incorporated herein by reference. Interest on the outstanding principal shall be calculated on a fixed or variable rate as referenced by that Agreement. As security for all amounts due to us under that Agreement, including all future advances made within 20 years from the date hereof and all extensions, amendments, renewals, modifications of that Agreement, not to exceed the maximum principal sum of \$ 50,000.00, all of which future advances shall have the same priority as the original loan, you convey, mortgage and warrant to us subject to liens of record, the Property located in the VILLAGE of ARLINGTON HEIGHTS, COOK County, Illinois described as: SEE LEGAL DESCRIPTION:

DEPT-11 RECORD.T \$23.50
T#0011 TRAN 4854 06/14/93 11:37:00
#6670 # *-93-447721
COOK COUNTY RECORDER

93447721

Permanent Index No. 03-33-220-014
Property Address 324 S. EVANSTON AVENUE, ARLINGTON HEIGHTS, IL. 60004

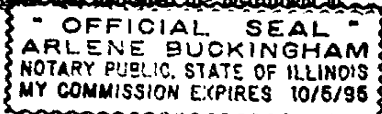
- (C) Borrower's Promises. You promise to:
(1) Pay all amounts when due under your Agreement, including interest, and to perform all duties of the loan agreement and/or this Mortgage.
(2) Pay all taxes, assessments and liens that are assessed against the Property when they are due.
(3) Not execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against your interest in the property, without our prior written consent, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage.
(4) Keep the Property in good repair and not damage, destroy or substantially change the Property.
(5) Keep the Property insured against loss or damage caused by fire or other hazards with an insurance carrier acceptable to us.
(6) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.
(D) Environmental Condition. You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property.
(E) Default. If you do not keep the promises you made in this Mortgage or you fail to meet the terms of your Agreement, you will be in default.
(F) Due on Sale. If you sell or transfer all or any part of the Property or any interest in the Property, without our prior written consent, the entire balance of what you owe us under your Agreement is due immediately.
(G) Eminent Domain. Notwithstanding any taking under the power of eminent domain, you shall continue to pay the debt in accordance with the terms of the Agreement until any award or payment shall have been actually received by you.
(H) Waiver of Homestead Right. You hereby release and waive all rights under and by virtue of the homestead exemption law of the State of Illinois.
(I) Other Terms. We do not give up any of our rights by delaying or failing to exercise them at any time.

276-39

By Signing Below, You Agree to All the Terms of This Mortgage.

Witnesses:
X _____ x [Signature] WILLIAM R. HENDERSON
Print Name:
X _____ x [Signature] PHYLLIS C. HENDERSON
Print Name:

STATE OF ILLINOIS)
COUNTY OF COOK)
I, Arlene Buckingham, a notary public in and for the above county and state, certify that WILLIAM R. HENDERSON AND PHYLLIS C. HENDERSON, his wife personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the instrument as their free and voluntary act for the use and purposes therein set forth.



Subscribed and sworn to before me this 2nd day of June, 1993.
X [Signature] Notary Public, County, Illinois
My Commission Expires:

Drafted by: A. Buckingham
NBD BANK
900 E. Kensington Road
Arlington Heights, IL. 60004
When recorded, return to:
NBD CONSUMER LOAN OPERATIONS CENTER
600 N. MEACHAM RD., #305
SCHAUMBURG, IL. 60196

NBD MI 298 241

LOT FOURTEEN----- (14)
IN STOLTZNER'S GREENVIEW ESTATES FOURTH ADDITION, BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE EAST THREE-QUARTERS (3/4) OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT THEREOF...

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ISSUED FOR THE
RECORD OF THE
COURT

Property of Cook County Clerk's Office

RECORDED 3/27/13



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