

SUSAN E. HUSTAD

# UNOFFICIAL COPY

Margaret E. Zaglana and

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 28th day of May, 1993.



*Susan E. Hustad*  
Notary Public, Cook County, Illinois

Dated by:

My Commission Expires 5-14-94

When recorded, return to:  
Susan Hustad  
1111 Bank  
One N. Northwest Hwy  
Park Ridge, IL 60068

Property of Cook County Clerk's Office

JUL 333

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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BANK COPY

RESOLUTION IN COOK COUNTY, ILLINOIS  
I, JAMES EARL HUSTAD, Notary Public for Cook County, Illinois, do hereby certify that the foregoing instrument, a copy of which is attached hereto, was duly executed and acknowledged before me on this 28th day of May, 1993, by Margaret E. Zaglana and Susan E. Hustad, both of whom are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and that they appeared before me 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.

*J. E. Hustad*



NBD Bank

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Mortgage (Installment Loan or Line of Credit) - Illinois

This Mortgage is made on May 28, 1993, between the Mortgage(s), Maged E. Zaglaja and Nagwa A. Zaglaja, his wife, 5837 N. Oketo Ave., Chicago, IL 60631 and the Mortgage, MBI Bank, whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187.

(A) Definitions: The words "borrower", "you", "your", or "yours" mean each Mortgage, whether single or joint, who signs below. The words "we", "us", "our", and "Bank" mean the Mortgagee and its successors or assigns. The word "Property" means the land described below. Property includes all buildings and improvements now on the land or built in the future. Property also includes anything attached to or used in connection with the land or attached or used in the future, as well as proceeds, rents, income, royalties, etc. Property also includes all other rights in real or personal property you may have as owner of the land, including all mineral, oil, gas and/or water rights.

(B) Security: You owe the Bank the principal sum of \$ 40,000.00 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 May 28, 1993, which is incorporated herein by reference. Your most repay the full amount of the loan, including principal and interest, no later than \_\_\_\_\_ 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, workarounds of that Agreement, not to exceed the maximum principal sum of \$ 40,000.00, 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 City of Chicago, Cook County, Illinois described as:

Lot 25 in Block 2 in I.M. Jacobson's Norwood Park Addition to Chicago, being a Subdivision of the E 1/2 of the SE 1/4 of Section 1, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. Permanent Index No. 12-01-405-092 Property Address 5837 N. Oketo Ave., Chicago, IL 60631

(C) Borrower's Promises: You promise to: (1) Pay all taxes, assessments and liens that are assessed against the Property when they are due. If you do not pay the taxes, assessments or liens, we can pay them, if we choose, and add what we have paid to the amount you owe us under your Agreement with interest to be paid as provided in that Agreement. (2) Not execute any mortgage, security agreement, assignment of leases and rents 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. (3) Keep the Property insured against loss or damage caused by fire or other hazards with an insurance carrier acceptable to us. The insurance policy must be payable to us and name us as insured Mortgagee for the amount of your loan. You must deliver a copy of the policy to us if we request it. If you do not obtain insurance, or pay the premiums, we may do so and add what we have paid to the amount you owe us under your Agreement with interest to be paid as provided in the loan agreement. At our option, the insurance proceeds may be applied to the balance of the loan, whether or not due, or to the rebuilding of the Property. (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. The insurance policy must be payable to us and name us as insured Mortgagee for the amount of your loan. You must deliver a copy of the policy to us if we request it. If you do not obtain insurance, or pay the premiums, we may do so and add what we have paid to the amount you owe us under your Agreement with interest to be paid as provided in the loan agreement. At our option, the insurance proceeds may be applied to the balance of the loan, whether or not due, or to the rebuilding of the Property.

(6) 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. (7) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone. (8) Default: If you do not keep the promises you make in this Mortgage or you fail to meet the terms of your Agreement, we may use any of the rights or remedies stated in your Agreement including, but not limited to, those stated in the Default Remedies or as otherwise provided by applicable law. If we accelerate your outstanding balance and demand payment in full, you give us the power and authority to sell the property according to procedures allowed by law. The proceeds of any sale will be applied first to any costs and expenses of the sale, including the costs of any environmental investigation or remediation paid for by us, then to reasonable attorney's fees and then to the amount you owe us under your Agreement. (9) Other Terms: We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the Agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under environmental law. If any part of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect. This Agreement may secure "revolving credit" as defined in Ill. Rev. Stat., Ch. 17, para. 6-105. The stated in accordance with the Illinois Financial Services Development Act, Ill. Rev. Stat., Ch. 17, para. 7-101, et. seq. Upon or at any time after the filing of a complaint to foreclose this mortgage, we shall be entitled to enter upon, take possession of and manage the Property and collect rents in person, by agent or by judicially appointed receiver without notice and before or after any judicial sale. You agree to pay all of our fees including attorney's fees, receiver's fees and court costs upon the filing of a foreclosure complaint.

By Signing Below, You Agree to All the Terms of This Mortgage. Witnesses: Maged E. Zaglaja and Nagwa A. Zaglaja, his wife. MBI Bank, Lender.

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