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COOK COUNTY, ILLINOIS  
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BANK COPY

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT BETWEEN INDIAN HILL CLUB, AN ILLINOIS CORPORATION, AS GRANTEE, AND T. GERALD MAGNER, JR., PATRICIA D. MAGNER, HIS WIFE, C. LAURY BOTTHOFF AND LAKE SHORE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 15, 1972 AND KNOWN AS TRUST NUMBER 2630, AS GRANTEE, RECORDED JANUARY 19, 1973 AS DOCUMENT NUMBER 22193700 OF THE RIGHT TO CONSTRUCT ROADWAYS OVER AND UPON THAT PART OF LOT 1 AND THE EASEMENT DESCRIBED AT PARCEL 2 (KNOWN AS INDIAN HILL ROAD) AND A PERPETUAL EASEMENT OF INGRESS AND EGRESS OVER AND UPON SUCH ROADWAYS, SAID ROADWAYS SHALL BE NO MORE THAN 16 FEET IN WIDTH EACH, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT BETWEEN INDIAN HILL CLUB, AN ILLINOIS CORPORATION, AS GRANTEE, AND T. GERALD MAGNER, JR., AND PATRICIA D. MAGNER, HIS WIFE, C. LAURY BOTTHOFF AND LAKE SHORE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 15, 1972 AND KNOWN AS TRUST NUMBER 2630, AS GRANTEE, RECORDED JANUARY 19, 1973 AS DOCUMENT NUMBER 22193700 FOR INGRESS AND EGRESS OVER AND UPON THE USE OF PRIVATE ROADWAY OF THE WIDTH OF 16 FEET, MORE OR LESS, COMMONLY KNOWN AS INDIAN HILL ROAD, LOCATED NORTH AND NORTH EASTERLY TO RIDGE AVENUE AS SHOWN ON THE PLAT OF INDIAN HILL CONSOLIDATION RECORDED AS DOCUMENT NUMBER 7809320 AND BEING LOCATED ON THE FOLLOWING DESCRIBED TRACT OF LAND:

PARCEL 1: (EXCEPT THE EAST 75 FEET OF THE SOUTH 35 FEET LYING SOUTH OF THE SOUTH LINE OF THE NORTH 284 FEET OF SAID LOT 3) IN MAGNER-BOTTHOFF SUBDIVISION, BEING A SUBDIVISION LYING IN THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 1 (EXCEPT THAT PART THEREOF SITUATED NORTH OF A STRAIGHT LINE DRAWN FROM THE SOUTH EAST CORNER OF LOT 23 IN INDIAN HILL SUBDIVISION NUMBER 3, A SUBDIVISION IN THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1915 AS DOCUMENT NUMBER 5722392 TO A POINT IN THE SOUTH LINE OF LOT 23 AFORESAID 100 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT) IN INDIAN HILL CONSOLIDATION, A SUBDIVISION IN SECTIONS 28 AND 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 7809320 IN COOK COUNTY, ILLINOIS.

Property of Cook County, Illinois

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NBD Bank Mortgage (Installment Loan or Line of Credit) - Illinois



This Mortgage is made on May 26, 1993, between the Mortgage(s), I. Gerald Wagner, Jr. and Patricia D. Wagner, each to an undivided half interest, whose address is 73 Indian Hill Road, Winnetka, Illinois 60093 and the Mortgage, NBD Bank, whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187.

(A) Definitions: (1) The words "borrower", "you" or "yours" mean each Mortgagee, whether single or joint, who signs below. (2) The words "we", "us", "our" and "Bank" mean the Mortgagee and his 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. 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 \$350,000.00. 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 \$350,000.00, you shall grant to us, subject to liens of record, the Property located in the Village of Winnetka, Cook County, Illinois described as: [Redacted]

(C) Borrower's Promises. You promise to: (1) Pay all amounts when due and your Agreement, including interest, and to pay all other obligations of the loan agreement and/or this Mortgage. (2) Pay all taxes, assessments and fees that are assessed against the Property when they are levied. You shall pay the taxes, assessments or fees 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. (3) Not execute any mortgage, security agreement, assignment of leases and rental or other agreement, without your prior written consent, and then only when the document granting that lien expressly provides that it shall be subject to 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 of 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) 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. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or remediation of any hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws. (E) Default. If you do not keep the promises you made in this Mortgage, you fail to meet the terms of your Agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in your Agreement, including, but not limited to, those stated in the Lender's Remedies on Default, and/or Reducing the Lender's Limit paragraphs 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 us, as set forth in the loan agreement. You shall be liable for the costs of any environmental investigation or remediation paid for by us, including attorney's fees and then to the amount you owe us under your Agreement. (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) Environmental Condition. You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or remediation of any hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws. (H) Default. If you do not keep the promises you made in this Mortgage, you fail to meet the terms of your Agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in your Agreement, including, but not limited to, those stated in the Lender's Remedies on Default, and/or Reducing the Lender's Limit paragraphs 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 us, as set forth in the loan agreement. You shall be liable for the costs of any environmental investigation or remediation paid for by us, including attorney's fees and then to the amount you owe us under your Agreement. (I) 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.

(J) Waiver of Homestead Right. You hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois. (K) 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. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term 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. 6-405. The revolving credit line shall be governed by and controlled in accordance with the Illinois Financial Services Development Act, Ill. Rev. Stat., Ch. 17, para. 7001, et. seq. Upon or at any time after the filing of a complaint to enforce 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.

(L) By Signing Below, You Agree to All the Terms of This Mortgage. (M) Print Name: Patricia D. Wagner, Jr. (N) Print Name: I. Gerald Wagner, Jr. (O) State of Illinois (P) County of Cook (Q) Notary Public, State of Illinois (R) My Commission Expires 03/16/97 (S) David A. Gerke (T) Official Seal (U) Subscribed and sworn to before me this 26th day of May, 1993. (V) My Commission Expires: 3-16-97 (W) Notary Public, Cook County, Illinois (X) When recorded, return to: NBD Bank, 1603 Orrington Avenue, Evanston, IL 60204

By Signing Below, You Agree to All the Terms of This Mortgage. (1) Print Name: Patricia D. Wagner, Jr. (2) Print Name: I. Gerald Wagner, Jr. (3) State of Illinois (4) County of Cook (5) Notary Public, State of Illinois (6) My Commission Expires 03/16/97 (7) David A. Gerke (8) Official Seal (9) Subscribed and sworn to before me this 26th day of May, 1993. (10) My Commission Expires: 3-16-97 (11) Notary Public, Cook County, Illinois (12) When recorded, return to: NBD Bank, 1603 Orrington Avenue, Evanston, IL 60204

Box 15  
UNOFFICIAL COPY  
Evanston, IL 60204  
1603 Orrington Avenue  
NBD BANK  
KERRI MODLOFF  
Dated by:  
Patricia D. Wagner, each to an undivided half interest.  
they  
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 the instrument as  
I, a notary public, do hereby certify that I, Gerald Wagner, Jr. and Patricia D. Wagner, Jr. and  
Print Name: Patricia D. Wagner  
Print Name: I. Gerald Wagner, Jr.  
State of Illinois  
County of Cook  
Notary Public, State of Illinois  
My Commission Expires 03/16/97  
David A. Gerke  
Official Seal  
Subscribed and sworn to before me this 26th day of May, 1993.  
My Commission Expires: 3-16-97  
Notary Public, Cook County, Illinois  
When recorded, return to:  
NBD Bank,  
1603 Orrington Avenue,  
Evanston, IL 60204

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See attached

Permanent Index No. 05-28-106-042  
Property Address 73 Indian Hill Road, Winnetka, Illinois 60093