



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

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LA SALLE NATIONAL TRUST, N.A. Successor Trustee to LaSalle National Bank, as Trustee U/T/A dated 9/27/77, known as Trust #52821

9/27/77

This Mortgage is made on July 14, 1993 between the Mortgagor(s), LaSalle National Bank a National Banking Assoc., as Trustee U/T/A dated 9/27/77, known as Trust #52821 whose address is and the Mortgagee, NBD Bank, whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187

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(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. 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 \$ 47,000.00 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 July 14, 1993 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 \$ 47,000.00 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 Northbrook Cook County, Illinois described as:

LOT 7 IN BLOCK 12 IN NORTHBROOK MANOR A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 (EXCEPT THE NORTHERLY 16 RODS OF THE EASTERLY 40 RODS) AND THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

Perma COOK COUNTY, ILLINOIS
Property Address: 2129 Oak Ave., Northbrook IL 60052

(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 of this Mortgage.
- (2) 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.
- (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. 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 other 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 meet the promises you made in this Mortgage or 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 Default, Remedies on Default, and/or Reducing the Credit Limit paragraph 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 procedure 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.
- (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. By signing this Mortgage, you assign the entire proceeds of any award or payment and any interest to us.
- (H) 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.
- (I) 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. 6405. The revolving credit line shall be governed by and construed in accordance with the Illinois Financial Services Development Act, Ill. Rev. Stat., Ch. 17, para. 6401, 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 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:

X

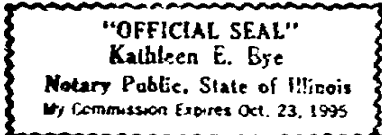
Print Name:

X

Print Name:

STATE OF ILLINOIS)
COUNTY OF Cook)

I, Kathleen E. Bye, a notary public in and for the above county and State of Illinois, 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.



Drafted by:

LA SALLE NATIONAL TRUST, N.A. Successor Trustee to LaSalle National Bank, as Trustee u/t/a dtd. 9/27-77 and known as Tr. #52821 and not personally

BY:

Rosemary Collins, Asst. Vice President
X Nancy A. Stack, Assistant Secretary

ATTEST:

Assistant Secretary

Rosemary Collins, Asst. Vice President & Nancy A. Stack, Asst. Secretary

Subscribed and sworn to before me this 22nd day of July, 1993.

X

Kathleen E. Bye
Notary Public, Cook County, Illinois
My Commission Expires: 10-23-95

When recorded, return to:

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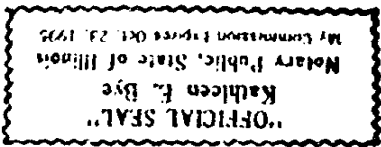
Northwest Bank
402 Central Ave
Northbrook, IL 60062-93

Property of Cook County Clerk's Office

BANK COPY

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Witnessed by

They signed and delivered the instrument as

When recorded, return to: My Commission Expires: 10-23-95 Notary Public: ROSEMARY COLLINS, ASST. SECRETARY

STATE OF ILLINOIS COUNTY OF COOK KATHLEEN E. BYE, Notary Public in and for the above county and heretofore 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

Print Name: Assistant Secretary

Print Name: X Assistant Vice President

Print Name: X BY: LA SALLE NATIONAL TRUST, N.A. Successor Trustee to

Witnesses: LA SALLE NATIONAL TRUST, N.A. Successor Trustee to 927-77 and known as Tr. #2821 and not personally

By Signing Below, You Agree to All the Terms of This Mortgage. (6) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard area.

(7) In the event of a fire or other hazard, you shall immediately notify the insurance carrier and the lender.

(8) You shall maintain the Property in good repair and not allow any deterioration or damage to occur.

(9) You shall not encumber the Property with any mortgage, lien, or other interest without the prior written consent of the lender.

(10) You shall not assign, transfer, or otherwise dispose of the Property without the prior written consent of the lender.

(11) You shall not use the Property for any illegal or prohibited purpose.

(12) You shall not use the Property for any purpose that is prohibited by applicable laws and regulations.

(13) You shall not use the Property for any purpose that is prohibited by applicable laws and regulations.

(14) You shall not use the Property for any purpose that is prohibited by applicable laws and regulations.

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COOK COUNTY, ILLINOIS
FILED 1993 JUL 30

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BANK COPY

Property of Cook County Clerk's Office

Mail To.
NBD Northfield Bank
400 Central Ave.
Northfield IL 60093.

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1993 JUL 30

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RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED July 14, 1993 UNDER TRUST NO. 52821

This Mortgage or Trust Deed by the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 52821 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given in evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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