



UNOFFICIAL COPY

This Mortgage is made on September 16, 1993 between the Mortgagor(s), Charles C. Ragin & Mary K. Driscoll, husband and wife (J) 2336 Grey Ave., Evanston, Illinois 60201 whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187

19 93 between the Mortgagor(s), whose address is and the Mortgagee, NBD Bank,

93762404

(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 \$ 20,000.00 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 Sept. 16, 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 \$ 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 Evanston Cook County, Illinois described as:

Lot 3 in Block 2 in William P. Thayer's Subdivision of parts of the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 41 North, Range 13 East of the Third Principal Meridian, with a Resubdivision of John Culver's Subdivision of Lots 1 to 5 in Block 13 in the original Plat of North Evanston, in Cook County, Illinois.

Permanent Index No. 10-12-307-010 Property Address 2336 Grey Avenue, Evanston, IL

(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 lease and rental, or other agreement granting a lien against your interest in the property without our prior written consent.
(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.

- (1) Environmental Condition. You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property.
(2) Default. If you do not keep the promise you made in the Mortgage or you fail to meet the terms of your Agreement, you will be in default.
(3) Due on Sale. If you sell or transfer all or any part of the Property in 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 laws of the State of Illinois.

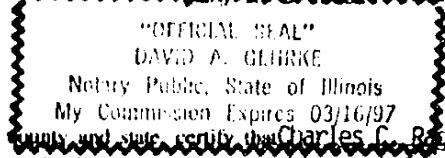
(I) Other Terms. We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the Agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under environmental law.

RE TITLE SERVICES # 10-111

93762404

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

Witnesses: X Charles C. Ragin (Mortgagor) X Mary K. Driscoll (Mortgagor)



I, David A. Glirke, a notary public in and for the above county and state, certify that Charles C. Ragin & Mary K. Driscoll 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 * husband and wife (J) Subscribed and sworn to before me this day of SEPTEMBER, 1993



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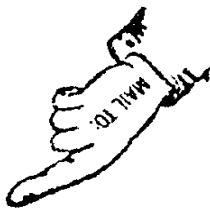
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Property of Cook County Clerk's Office

DEPT-01 RECORDING \$23.50
T#9999 TRAN 0841 09/23/93 09:44:00
#7155 # * - 93 - 762404
COOK COUNTY RECORDER

BANK COPY



NRD M1-2901 2/93

My Commission Expires: _____
When recorded, return to: _____
NRD Bank
1603 Orrington Avenue
Evanston, IL 60204

NRD Bank
1603 Orrington Avenue
Evanston, IL 60204
Prepared by: Al Anthony