



UNOFFICIAL COPY

COOK COUNTY CLERK'S OFFICE  
600 North Meacham Road  
Schaumburg, IL 60196

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Schaumburg, IL 60196

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80814208

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DEPT-01 RECORDING  
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43253 43253 43253 43253  
COOK COUNTY RECORDER

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BANK COPY

80814208

2552



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2530

93814208

Property of Cook County Clerk's Office

BANK COPY

[Faint, mostly illegible text from a document, possibly a check or bank statement, with some visible words like 'PROPERTY OF COOK COUNTY CLERK'S OFFICE' and 'BANK COPY' overlaid.]

2001

COOK COUNTY RECORDER  
RECEIVED  
NOV 14 2001

93814208



NBD Bank

# Mortgage (Installment Loan or Line of Credit) - Illinois

93814208

This Mortgage is made on September 28, 1993

between the Mortgagor(s) whose address is 10 South Maple, Mt. Prospect, IL 60056 and the Mortgagee, NBD Bank,

whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187

(A) Definitions.

(1) The words "borrower", "you" or "your" 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 \$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 Installment Loan and Security Agreement ("Agreement") dated September 28, 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 lien of record, the Property located in the village of Mt. Prospect

of Cook County, Illinois described as: LOT 5 IN BLOCK FIVE (5) IN BUSSE AND WILLE'S RESUBDIVISION IN MOUNT PROSPECT IN THE WEST HALF (ONE-HALF) OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD 90814208 PM, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING 140000 TRAM 422 10/12/92 1044200 42552 \* 73-B14208

Permanent Index No. 08-1-104-015 93814208

Property Address 10 South Maple Street, Mount Prospect, IL 60056

93814208

COOK COUNTY RECORDER

80247056

12; TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD 90814208 PM, IN COOK COUNTY, ILLINOIS.

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Handwritten notes: d. copy 93175234, R10-493

- (1) Borrower's Promise. You promise to:
  - Pay all amounts when due under your agreement, including interest, and to perform all duties of the loan agreement and/or this Mortgage.
  - 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.
  - 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.
  - Keep the Property in good repair and not damage, destroy or substantially change the Property.
  - 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. 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.
  - Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.
- (2) 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. 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 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 reasonable attorney's fees and then to the amount you owe us under your Agreement.
- (3) 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.

(H) Waiver of Homeestead Right. You hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois.

(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 award or payment and any interest to us.

(F) Waiver of Homeestead Right. You hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois.

(E) 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 our 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. 6-05. The revolving credit line shall be governed by and conform to the Illinois Financial Services Development Act, Ill. Rev. Stat., Ch. 17, para. 7-01, et. seq. Upon or at any time after the filing of a complaint to foreclose this mortgage, we shall manage the Property and collect rents in person, by agent, or by judicially appointed receiver without notice, 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: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF ILLINOIS  
COUNTY OF LAKE  
I, \_\_\_\_\_, a notary public in and for the above county and state, certify that Laura L. Venticquie and Mario Venticquie

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.

OFFICIAL SEAL  
JEAN D. POWELL  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES DEC. 3, 1998

La Juana Salisbury  
720  
LAKE SURBURRY, ILLINOIS 60047

Subscribed and sworn to before me this Twenty Eighth day of September, 1993.

Notary Public in and for Cook County, Illinois

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