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This Mortgage is made on OCTOBER 8, 1993 between the Mortgagee(s) JAMES J. MATSUKES & RITA M. MATSUKES, his wife (J) whose address is 700 C BORDEAUX COURT, ELK GROVE VILLAGE, ILLINOIS 60007 and the Mortgagee, NBD Bank, whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187

93819372 between the Mortgagee(s) whose address is and the Mortgagee, NBD Bank.

(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 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 \$ 25,000.00 on 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 Agreement (Agreement) dated OCTOBER 8, 1993 and 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 with in 24 years from the date hereof and all extensions, amendments, renewals, modifications of that Agreement, not to exceed the maximum principal sum of \$ 25,000.00, all of which future advances shall have the same priority as the original loan, you do hereby mortgage and warrant to us subject to liens of record, the Property located in the VILLAGE of ELK GROVE VILLAGE, COOK County, Illinois described as

LOT NO. 20 IN ELK GROVE ESTATE TOWNHOUSES OF PARCEL "G", BEING A SUBDIVISION IN THE SOUTH HALF (S1/2) OF SECTION 20 TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1969, AS DOCUMENT NO. 20995531 AND FILED WITH THE REGISTRAR OF TITLES ON OCTOBER 24, 1969, AS DOCUMENT LR2477591. Permanent Index No. 08-29-115-020 Property Address: 700 C BORDEAUX COURT, ELK GROVE VILLAGE, ILLINOIS 60007

(C) Borrower's Promises. You promise to:

- (1) Pay all amounts when due under your Agreement, including interest, and to perform all obligations 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 may pay them or we may sue 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 interests 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 in good condition, 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 named as Joint and Several Mortgagee for the amount of coverage. 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 sue 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. All amounts of 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.
(7) Environmental Condition. You shall not use the property in a manner that would create an unreasonable hazard to the public or to the Property. You shall not use the property in a manner that would create an unreasonable hazard to the public or to the Property.
(8) 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.
(9) 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.
(10) 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. 12, para. 6-415. The revolving credit line shall be governed by and construed in accordance with the Illinois Financial Services Development Act, Ill. Rev. Stat., Ch. 12, para. 6-415, 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.
(11) 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.

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93819372

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

Witnesses

X THOMAS J. MROZ
X Debra A. Olsen
Print Name: DEBRA A. OLSEN

JAMES J. MATSUKES
RITA M. MATSUKES

STATE OF ILLINOIS

COUNTY OF COOK

I, Susan P. McNamara, a notary public in and for the above county and state, certify that JAMES & RITA MATSUKES 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" SUSAN P. MCNAMARA Notary Public, State of Illinois My Commission Expires 9/2/94

Drafted by GINNY SMITH

NBD BANK 100 EAST HIGGINS ROAD ELK GROVE VILLAGE, IL 60007

Subscribed and sworn to before me this 8TH day of OCTOBER 1993

X Susan McNamara Notary Public, COOK County, Illinois My Commission Expires

When recorded, return to: NBD BANK CONSUMER LOAN OPERATIONS 600 NORTH MEACHAM ROAD THIRD FLOOR, SUITE 307 SCHAUMBURG, ILLINOIS 60196

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STANDARD

Property of Cook County Clerk's Office

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DEPT-01 RECORDINGS
T#9999 TRAN 1181 10/13/93 14:01
#1752 # *93-819372
COOK COUNTY RECORDER