



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

93836262

This Mortgage is made on September 13, 1993, between the Mortgagor(s), Helen J. Taylor and R. Dean Bolton, Husband and Wife, whose address is 1316 Oak Ave., Evanston, IL 60201 and the Mortgagee, NBD Bank, whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187.

(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 \$ 10,000.00 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 and Security Agreement ("Agreement") dated 09/13/93 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 \$ 10,000.00, 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 city of Evanston, Cook County, Illinois described as:

PARCEL 1: LOT 2 (EXCEPT THE S. 130 FT. THEREOF) IN CATHERINE M. WHITE'S RESUBDIVISION OF BLOCK 43 IN THE VILLAGE OF EVANSTON, SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PARCEL 2: EASEMENT FOR INGRESS AND EGRESS OVER THE N. 4 FT. OF THE S. 131 FT. OF SAID LOT 2 IN CATHERINE M. WHITE'S RESUBDIVISION AFORESAID.

Permanent Index No. 11-18-326-007
Property Address 1316 Oak Ave., Evanston, IL 60201

(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. 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 a 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 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.

(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. 7001, 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.

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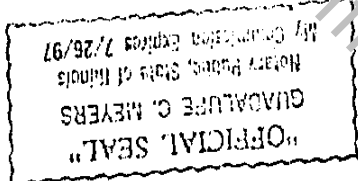
BANK COPY

AMENDMENT TO SECTION 6;
BY SIGNING THIS ~~AT~~ MORTGAGE YOU ASSIGN THE
PROCEEDS OF ANY AWARD OR PAYMENT AND ANY
INTEREST TO US, IN THE AMOUNT EQUAL TO
THE ENTIRE BALANCE OF WHAT YOU OWE US
UNDER YOUR AGREEMENT WITH US

2/4 AM

Highland Park, Illinois 60035
513 Central Avenue
NBD HIGHLAND PARK BANK, N.A.
When recorded, return to:
Mail to: Bodie Lockoff
My Commission Expires: 7/26/97
Notary Public, CLAKE
County, Illinois
Subscribed and sworn to before me this 13th
day of September, 19 93
X [Signature]
Notary Public, CLAKE
County, Illinois

Highland Park, IL 60035
513 Central Ave.
NBD Bank
L. Meyers
Dated by:



STATE OF ILLINOIS
COUNTY OF LAKE
I, the undersigned
a notary public in and for the above county and state, certify that
Helen J. Taylor and
R. Dean Bolton
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.

Print Name: _____
X _____
Mortgagee
Helen J. Taylor
Print Name: _____
X _____
Mortgagee
R. Dean Bolton
Print Name: _____
X _____
Mortgagee
R. Dean Bolton

Print Name: _____
X _____
Print Name: _____
X _____
Witness:
X _____

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

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Witnesses:

X

Helen J. Taylor
Helen J. Taylor

Print Name:

X

R. Dean Bolton
R. Dean Bolton

STATE OF ILLINOIS

COUNTY OF Lake

This instrument

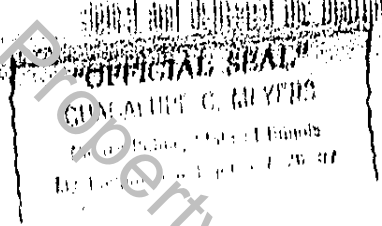
personally known to me by the name of

appeared before me this day of _____, 1993, and acknowledged

and delivered the instrument to me

and voluntary and for the use and purposes

Subscribed and sworn to before me this 13th day of September, 1993



Drafted by

By: *Morgan*
NBB Bank
313 Central Ave.
Highland Park, IL 60035

Helen J. Taylor
County of Lake, Illinois
My Commission Expires _____

When recorded, letter to:
Mail to: *Bodie Ludette*
NBB Highland Park Bank, N.A.
313 Central Avenue
Highland Park, Illinois 60035

AMENDMENT TO SECTION 6;

BY SIGNING THIS LOAN MORTGAGE, YOU AGREE AT THE PROCEEDS OF ANY AWARD OR PAYMENT AND ANY INTEREST TO US, IN THE AMOUNT EQUAL TO THE ENTIRE BALANCE OF WHAT YOU OWE US UNDER YOUR AGREEMENT. *RDB*

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BANK

BANK COPY



Mortgage (Installment Loan or Line of Credit) - Illinois

NBD Bank

This Mortgage is made on

September 13

1993

Helen J. Taylor and R. Dean Bolton, Husband and Wife

1316 Oak Ave., Evanston, IL 60201

whose address is

(A) Definitions.

(1) The words "borrower", "you" or "yours" mean each Mortgagor, whether single or joint, who signs below.

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(2) The words "we", "us", "our" and "Bank" mean the Mortgagor 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 \$ 10,000.00 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 09/13/93, which is incorporated herein by reference.

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 the Agreement, not to exceed the maximum principal sum of \$ 10,000.00, 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 city of Evanston Cook County, Illinois described as:

PARCEL 1: LOT 2 (EXCEPT THE 130 FT. THEREOF) IN CATHERINE M. WHITE'S RESUBDIVISION OF BLOCK 43 IN THE VILLAGE OF EVANSTON, SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
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(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.

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 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 in other hazards with an insurance carrier acceptable to us. The insurance policy must be payable to us and name us as insured.

Advantage 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 premium, 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. Any increase in the insurance premium may be applied to the mortgage.

whether or not due, or to the rebuilding of the Property.

(6) Keep the Property covered by hazard insurance if it is located in a specially designated 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 or in 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 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.

(F) The on Side. If you sell or transfer all or any part of the Property or any interest in the Property, you shall not take any action to prevent us from exercising our rights under this Agreement.

(G) Remedies. 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.

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(I) Terms. We do not give up any of our rights by using or failing to exercise them at any time. (but 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 an 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. 6-03. The remaining credit line shall be governed by and construed in accordance with the Illinois Financial Services Development Act, Ill. Rev. Stat., Ch. 17, para. 7-03, or any law or rule that may be enacted after the date of this Mortgage. We shall of a certificate to retroactively mortgage, we shall be entitled to enter upon, take possession of and control the Property and collect rents therefrom, 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, court costs and costs upon the filing of a foreclosure complaint.

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Handwritten signature and date 9/13/93

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Rider to NBD Bank

Mortgage (Installment Loan or Line of Credit) - Illinois

between Helen J. Taylor and R. Dean Bolton and NBD Bank, September 13, 1993

Amendment to Section G Eminent Domain:

The last sentence of this section shall be amended to read "By signing this Mortgage, you assign the proceeds of any award or payment and any interest to us, in the amount equal to the entire balance of what you owe us under your Agreement."

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office