



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

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This Mortgage is made on October 2, 1993 between the Mortgagor(s), Gilbert & Anne Marie Sniegowski, his wife, as joint tenants and the Mortgagee, NBD Bank, whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60811.

(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 \$ 25,000.00 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 October 20, 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 \$ 25,000.00, 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 Lemont, Cook County, Illinois described as:

\*\* See Legal Description Attached Hereto and Made a Part Hereof\*\*

93902195 DEPT-01 RECORDING \$23.50 T#6666 TRAN 4477 11/08/93 14:26:00 #2236 \$ \* - 93-902195 COOK COUNTY RECORDER

Permanent Index No. 22-90-101-051 Property Address 200 W. New Avenue, Lemont, IL 60439

- (C) Borrower's Promises. (1) Pay all amounts when due under our 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 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 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 in 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 the amount at 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.

RENTAL SERVICES # 303-585-7111

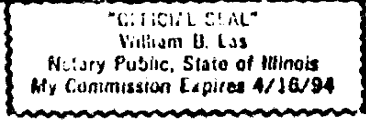
93902195

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

Witnesses: X Jeanne Fish Print Name: Jeanne Fish X Jeanne Fish Print Name: Jeanne Fish

X Gilbert Sniegowski Mortgagee X Anne Marie Sniegowski Mortgagee

STATE OF ILLINOIS ) COUNTY OF Cook ) I, the undersigned, a notary public in and for the above county and state, certify that Gilbert & Anne Marie Sniegowski personally known to me to be the same persons whose names are subscribed to the foregoing instrument, executed by them, and who participated therein set forth



Subscribed and sworn to before me this day of History Public, County, Illinois My Commission Expires

Drafted by Taryn M. LaVicki NBD BANK LEMONT 1200 STATE STREET LEMONT, ILLINOIS 60439

When recorded, return to: Taryn M. LaVicki NBD BANK LEMONT 1200 STATE STREET LEMONT, ILLINOIS 60439



Handwritten signature/initials and number 2350

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Property of Cook County Clerk's Office

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COOK COUNTY CLERK'S OFFICE  
JAN 10 2011 10:00 AM  
CHICAGO, ILLINOIS 60601

MSD BANK DEPOSIT

BANK COPY

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Of that part of lot 29 of the county clerk's division of section 30, township 37 north, range 11, east of the third principal meridian, described as follows: beginning at the intersection of the west line of said lot 29 and the south line of new avenue; thence northeasterly along the south line of said new avenue 230.46 feet to the intersection of a line that is 200.0 feet east of and parallel to the west line of said lot 29; thence south along said parallel line 310.0 feet; thence southwesterly 207.30 feet to a point on the west line of said lot 29 that is 250.0 feet south of the point of beginning, thence north 250.0 feet along the west line of said lot 29 to the point of beginning containing 56,000.00 square feet in cook county, illinois.

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Property of Cook County Clerk's Office