## **NBD** Bank Mortgage (Installment) Loan of Chie Af Credit

October 16, This Mortgage is made on Lana M. Spinner, married to David L. Spinner 3241 Riverfalls Drive, Northbrook, Illinois 60062 93915072 whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187.

93 , between the Mortgagor(s), where address is

and the Mortgagee, NBD Bank,

93915072

groupe of (A) Definitions.

(I) 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, royalites, 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 \$ 13,465,36 or the aggregate ampaid amount of all loans and disbursements made by the Bank to you pursuant to a Home Equity Credit Agreement and Disclosure Statement or Installment Load and Security Agreement ("Agreement") duted October 16., 1993 which is incorporated herein by reference. You must repay the full amount of the loan, including principal and interest, no later than October 16, 1994..... 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 \$ 13,465.36 , all of which finure advances shall have the same priority as the original loan, you convey, mortgage and warrant to us subject to lieus of record, the Property located in the V111age of Northbrook Cook County, Illinois described as: ...... County, Illinois described as:

LOT 9 IN BLOCK IN WHITE PLAINS UNIT NO. 8, BEING A SUBDIVISION OF PART OF THE SW 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 04-08-304-016 Property Address 3241 Riv rfalls Drive, Northbrook, Illinols 60062

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

- (1) Pay all amounts when due under your Agree ment, including interest, and to perform all du'es. 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.
- 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.
- Keep the Property in good repair and not damage, destroy or substantially change the Property.
- (b) 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 must be payable to us and name us as Insured Montgagee for the amount of your hom. 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 the set to the palmit in the form. whether or not due, or to the rebuilding of the Property.
- (if it is located in a specially designated flood hazard zone.

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- (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 en-vironmental law. You shall promptly give us writ-en notice of any investigation, chaim, demand, lawsuit or other action by any governmental or resultancy agency or private party involving the Proregularly agreed of private party involving the For-gitty of release of any hazardous substance on the Property. If you are notified by any governmental or regular by authority that any removal or other remedian of any hazardous substance affecting the Prope ty is meessary, you shall promptly take all necessary or aredial actions in accordance with applicable et al officernal laws.
- (E) Definit. If you do r at keep the promises you made permitt. If you do it is eet in the profiles you made in this horizing or you fail to meet the terms of your Agreement, you win or in default. If you are in default, we may use any of the rights or remedies stated in your Agreement including, that not limited to, those stated in the Default. Puri dies on Default, and/or Reducing the Credit Lar ip rigeraphs or as otherwise provided by applicable health. If we accelerate your outstanding balance at it domaind payment in full meaning in the research of the control celerate your outstanding balance at a dynam pay-ment in full, you give us the power a whatthority to sell the property according to procedures where ed by law. The proceeds of any sale will be applied first to any costs and expenses of the sale, in Juding the costs of any environmental investigation of remediation paid for by us, then to reasonable at torney'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 Isalance of what you owe us under your Agreement is due interest tests. of what you of immediately.

(G) Enthrent Domnin. Notwithstanding any taking under the power of enthrent domain, you shall con-tinue 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.

- (11) Weiver of Homestend Right. You hereby release and waive all rights under nod by virtue of the homestead exemption laws of the State of Illinois.
- 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 comulative. 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 environmen-tal remediation required under environmental law. tal 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 tinenforceable, the other terms will stiff be in effect. This Agreement may secure "nevolving credit" as defined in Ill. Rev. Sint., Ch. 17, pam. 6-405. The revolving credit line shall be governed by and construct in accordance with the Illinois Financial Services Development Act, Ill. Rev. Sint., Ch. 17, part. TOOL et. sen. Upon or at may time after the filing 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, lake possession of and manage the Property and collect tents in person, by agent or by judicially appointed receiver without a circ and before or after my judicial sale. You agree to pay all of our fees including attoracy's fees, receiver's fees and court costs upon the filing of a fore losury complaint.

By Signing Below, You Agree to All the Terms of This Mortgage. \$23\_59 Print Name: TRAN 1646 11/1/0/93 10:63:00 ×--93-945078 #2013 # STATE OF ILLINOIS COOK COUNTY RECORDER COUNTY OF I. Gregory L. Gumbinger a notary public in and for the above county and state, certify that Lann M. Spinner & Spinner 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 signed and delivered the instrument as their that they "OFFICIAL SRAY nockober"

Oregory R. Gambinger

Noticy Public, State of Illinois

My Commission Expired 11/20/103 therein set forth Drafted by: County, Illinois 11/20/93 Gumbinger. My Commission Expires: 2801 Pfingsten Road, Glenview, IL 60025 When recorded, return to: NBD Bank 6 banhirer 2801 Pfingsten Road Glenview, Illinois 60025

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