

UNOFFICIAL COPY

This Mortgage is made on October 16, 1993, between the Mortgagor(s), Lana M. Spinner, married to David L. Spinner, 3241 Riverfalls Drive, Northbrook, Illinois 60062 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.

(B) Security. You owe the Bank the principal sum of \$ 13,465.36 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 16, 1993 which is incorporated herein by reference.

LOT 9 IN BLOCK 2 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 Riverfalls Drive, Northbrook, Illinois 60062

(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.
(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.
(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.
(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.

(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.

(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.

(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.

(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.

ALB-572
TITLE SERVICES #

93915072

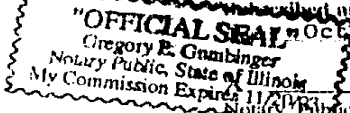
By Signing Below, You Agree to All the Terms of This Mortgage.

Witnesses:
X Rita Bergquist
Print Name: Rita Bergquist
X Shirley Mendell
Print Name: SHIRLEY MENDELL

X Lana M. Spinner
Mortgagor Lana M. Spinner
X David L. Spinner
Mortgagor David L. Spinner

STATE OF ILLINOIS
COUNTY OF COOK

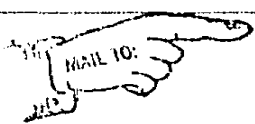
I, Gregory L. Gumbinger, a notary public in and for the above county and state, certify that Lana M. Spinner & David L. Spinner, personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the instrument as their free and voluntary act for the use and purposes therein set forth.



Drafted by: G. Gumbinger, 2801 Pfingsten Road, Glenview, IL 60025

DAVID L. SPINNER
REPT. & RECORDINGS \$23.50
T#9999 TRAN 1646 11/10/93 10:53:00
#2013 # \*73-915072
COOK COUNTY RECORDER
October 19 93
My Commission Expires: 11/20/93

When recorded, return to:
NBD Bank, 2801 Pfingsten Road, Glenview, Illinois 60025



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STAMPED

93915072

Property of Cook County Clerk's Office

93915072

STAMPED

93915072

COOK COUNTY CLERK'S OFFICE