

1993

T. Greist married to each other whose address is Mt. Prospect, IL 60056 and the Mortgagee, NBD Bank, Wheaton, Illinois 60187.

"Mortgagor" mean each Mortgagor, whether single or joint, who signs below.

"Mortgagee" mean the Mortgagee and its successors or assigns.

Property described below. Property includes all buildings and improvements now on the land or built in the future. Property includes all interests in real or personal property you may have as owner of the land, including all mineral, oil, gas and/or water rights.

Principal sum of \$ 25366.14 or the aggregate unpaid amount of all loans and disbursements made

under this Equity Credit Agreement and Disclosure Statement or Installment Loan and Security Agreement ("Agreement")

incorporated herein by reference. You must repay the full amount of the loan, including principal and interest, no later

than the maturity date on the outstanding principal shall be calculated on a fixed or variable rate as referenced by that Agreement.

Interest on the outstanding principal shall be calculated on a fixed or variable rate as referenced by that Agreement, including all future advances made within 20 years from the date hereof and all extensions, amend-

ments, not to exceed the maximum principal sum of \$ 50732.28

and all other charges, including all future advances made within 20 years from the date hereof and all extensions, amend-

ments, not to exceed the maximum principal sum of \$ 50732.28, all of which shall be a first priority as the original loan, you convey, mortgage and warrant to us subject to liens of record, the Property located in

County of Mt. Prospect, IL Cook County, Illinois described as:

Prospect Meadows a Subdivision of the W 1/2 of the SW 1/4 of Section 27,

East of the Third Principal Meridian, in Cook County, Illinois.

County of Mt. Prospect, IL 60056

County of Mt. Prospect, IL 60056

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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 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 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. 5, 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.

This Mortgage.

X James R. Greist
Mortgagor James R. Greist

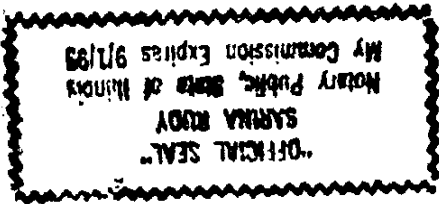
X Ann T. Greist
Mortgagor Ann T. Greist

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BANK COPY



STATE OF ILLINOIS
 COUNTY OF COOK
 I, Sarina P. Rudy, a notary public in and for the above county and state, certify that Jane R. Greist & Ann T. Greist 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 a free and voluntary act for the use and purposes therein set forth.

Subscribed and sworn to before me this 17 day of April 19 93

X Sarina P. Rudy
 Notary Public, Illinois
 My Commission Expires: 9-1-93

When recorded, return to:
 NBD Consumer Loans Operations Center
 600 N. Meacham Road, Suite 305
 Schaumburg, IL, 60196

Printed by:
 Sarina P. Rudy
 NBD Bank
 One NBD Plaza,
 Mt. Prospect, IL, 60056