

Mortgage (Installment Loan or Line of Credit) Illinois

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This Mortgage is made on June 4, 1994, between the Mortgagor(s), Mark G. Dubow and Linda M. Dubow, his wife, whose address is 2320 Landwehr, Northbrook, IL 60062, and the Mortgagee, NBD Bank, whose address is 2320 Landwehr, Northbrook, IL 60062.

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(A) Definitions. (1) The words "borrower", "you" or "yours" mean each Mortgagor, whether single or joint. (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, as well as proceeds, rents, income, royalties, etc. also includes anything attached to or used in connection with the land or attached or used in the future, including all mineral, oil, gas and/or water rights. Property also includes all other rights in real or personal property you may have as owner of the land.

(B) Security. You owe the Bank the principal sum of \$85,000.00 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 6/4/94, which is incorporated herein by reference. Interest on the outstanding principal shall be calculated on a fixed or variable rate as referenced in the Agreement. As security for all amounts due to us under the Agreement, including all payments, renewals, modifications, and future advances, you have the same priority as the original loan, Cook County, Illinois. The property is located in Cook County, Illinois.

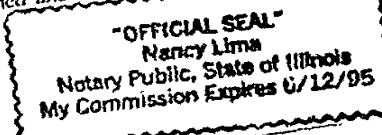
LOT 2 IN LANDWEHR ESTATES, A SUBDIVISION OF PART OF THE EIGHTH OF NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. \$23.00 150000 TRAN 8095 06/13/94 10:22:00 \$1512 \$ C.J. \* 74-5 17523 COOK COUNTY RECORDER

- (C) Borrower's Promises. You promise to: (1) Pay all amounts when due under your Agreement, including interest, and to perform all covenants 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. (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. (F) True 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. (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.

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

Witnesses: X Rita Bergquist X Mark G. Dubow (Mortgagor) X Linda M. Dubow (Mortgagor)

STATE OF ILLINOIS, a notary public in and for the County OF Cook, personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument as their own and voluntarily signed and delivered the instrument as their own and to before me this 4th day of June, 1994. Notary Public, Nancy Lima, My Commission Expires 6-12-95. County, Illinois.



Drafted by: G. Chapman, NBD Bank, 2801 Pfingsten Road, Glenview, IL 60025. When recorded, return to: NBD Bank, 2801 Pfingsten Road, Glenview, IL 60025.

MAILED TO

Box 169

Box 169 01282-21371

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Property of Cook County Clerk's Office

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NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 6/12/22  
"OFFICIAL SEAL"  
Nancy Lima

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



This Mortgage is made on June 4, 1994, between the Mortgagee, NBD Bank, and the Mortgagor, Mark G. Dubow and Linda M. Dubow, his wife whose address is 2320 Landwehr, Northbrook, IL 60062

(A) Definitions. The words "borrower", "you" or "your" mean each Mortgagor, whether single or joint, and "Mortgage" and "Mortgagee" mean the Mortgagee and its successors or assigns. 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 \$85,000.00 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 6/4/94, which is incorporated herein by reference. The maximum principal sum of \$85,000.00, 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 \$85,000.00, 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 Northbrook of Cook County, Illinois described as: LOT 2 IN LANDWEHR ESTATES, A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Permanent Index No. 04-17-300-030 Property Address: 2320 Landwehr, Northbrook, IL 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 the 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 policy 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. By signing below, you agree to all the terms of this Mortgage.

(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 we are notified by any governmental or regulatory authority that any removal or 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 Agreement or you fail to meet the terms of your Agreement, we will be in default. If you are in default, we may take any of the rights or remedies stated in your Agreement, including, but not limited to, those listed in the "Default, Remedies on Default, and/or Forfeiture of Credit" and "Remedies on Default" sections of the Agreement, and we may exercise any of the rights or remedies stated in your Agreement, including, but not limited to, exercising your option to purchase and demand payment in full, you give us the power and authority to sell the property according to the procedures allowed by law. The proceeds of any sale will be applied first to any costs and expenses of the sale, including the cost of any environmental investigation or remediation paid for by us, then to reimburse 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) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone. By signing below, you agree to all the terms of this Mortgage.

Witnesses: X Mark G. Dubow X Linda M. Dubow X Anna M. Christopher X Rita Bergquist X Mark G. Dubow X Linda M. Dubow Mortgagee Mortgagee

STATE OF ILLINOIS COUNTY OF ( ) I, a notary public in and for the above county and state, certify that Mark G. & Linda M. Dubow personally known to me to be the same person whose name is (or was) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the instrument in effect. My Commission Expires: 6-12-95

Notary Public, Nancy Lema, My Commission Expires 6/12/95. NBD Bank, 2801 Pflingsten Road, Glenview, IL 60025. When recorded, return to: NBD Bank, 2801 Pflingsten Road, Glenview, IL 60025.

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23.00, 2/16/94

Recite 72610 pg 1 Box 169

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My Commission Expires 02/28/02  
Notary Public, State of Illinois  
MARCUS L. SIMS  
OFFICIAL SEAL

Property of Cook County Clerk's Office

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EX-1000

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