

This Mortgage is made on July 8, 1994

Harvey G. Gordon and Marlene A. Gordon, married to each other whose address is 3834 Joanne Drive Glenview, IL 60025

and the Mortgage, NBD Bank whose address is 211 S. Wabaton Ave., Wheelon, IL 60187

94613542

(1) The words "borrower", "you" or "yours" mean each Mortgagor, whether single or joint, who signs below.

(2) The words "we", "us", "our" and "think" mean the Mortgagor 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 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.

(b) Security. You owe the bank the principal sum of \$ 204,000.00 or the aggregate unpaid amount of all loans and disbursements made by the bank to you pursuant to a Home Equity Credit Agreement and Security Agreement ("Agreement") dated July 8, 1994, which is incorporated herein by reference. ~~XXXXXX~~ 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 \$ 204,000.00 all of in the Village of Glenview Cook County, Illinois described as:

LOT 7 IN THE WILLOWS NORTH BRING A SUBDIVISION OR PART OF THE EAST 1/2 OF THE SOUTHEAST 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OR SECTION 20, TOWNSHIP 42 NORTH, RANGE 12 EAST OR THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Permanent Index No. 07-27-614-003
3834 Joanne Drive Glenview, IL 60025

COOK COUNTY RECORDER
DEPT-01 RECORDING 140000 TRAM 8607 07/14/94 10103100 \$23.00
#0106 # CJ * -94-613542

(c) Borrower's Promise. You promise to pay all amounts when due under your Agreement, including interest, and to perform all duties of the loan agreement under this Mortgage.

(1) 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.

(2) 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 foregoing has been expressly provided that it shall be subject to the lien of this Mortgage.

(3) Keep the Property in good repair and not damage, destroy or substantially change the Property.

(4) 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 premium, 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. An optional mortgage proceeds agreement may be applied to the balance of the loan, whether or not due, or to the rebuilding of the Property.

(5) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.

(6) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.

(7) Lien on Sale. If you sell or transfer all or any part of the Property or my interest in the Property, without our prior written consent in the public notice of that you owe us under your Agreement is due immediately.

(8) Default. If you do not keep the promises you made in this Mortgage or fail to meet the terms of your Agreement, you will be in default. If you are in default, we may exercise any of the rights or remedies stated in the Agreement, including but not limited to those stated in the Escrow Agreement or as otherwise provided by applicable law. It may include your outstanding balance and accrued interest on that loan, according to procedures allowed by law. The proceeds of any sale will be applied first to pay the costs and expenses of the sale, including the costs of an escrow account investigation or completion and to pay us, then to reasonable attorney's fees and to the amount you owe us under your Agreement.

(9) Title on Sale. If you sell or transfer all or any part of the Property or my interest in the Property, without our prior written consent in the public notice of that you owe us under your Agreement is due immediately.

(10) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.

(11) Waiver of Homestead Rights. You hereby release and waive all rights under and to the homestead and exemption laws of the State of Illinois.

(12) Further Terms. We do not give up any of our rights by leaving or failing to exercise them at any time. Our rights under the Agreement and this Mortgage are cumulative. We shall allow us to inspect the Property as often as we deem necessary and to provide our own environmental remediation and to protect our interests. If any term of this Agreement is found to be illegal or unenforceable, the other terms will still be in effect. This Agreement shall be governed by and construed in accordance with the Illinois Uniform Services Excemption Act, Ill. Rev. Stat. Ch. 17, para. 2001, et seq. Upon or at any time after the filing of a complaint to enforce 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 our fees including attorney's fees, receiver's fees and court costs upon the filing of a bona fide complaint.

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

Witnesses: Karen Bachtel, Jayne DePaope

Print Name: Karen Bachtel, Jayne DePaope

Print Name: Marlene A. Gordon, Harvey G. Gordon

STATE OF ILLINOIS COUNTY OF COOK

I, the undersigned, a notary public in and for the above county and state, certify that Harvey G. Gordon and Marlene A. Gordon, person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the use and purposes therein set forth.

Subscribed and sworn to before me this 8th day of July, 1994

Notary Public, State of Illinois My Commission Expires 4/28/97

Dated by: Karen Bachtel, CLO, NBD Bank One NBD Plaza

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600 N. Meacham Rd., #305 Wheelonburg, IL 60196

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BANK COPY

Property of Cook County Clerk's Office

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