



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

UNOFFICIAL COPY

This Mortgage is made on JULY 14 1994 between the Mortgagor(s),
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Successor Trustee to First Chicago whose address is
Trust Company of Illinois T/U/T #706, dtd. 12-9-77 and the Mortgagee, NBD Bank,
whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187. 94663283 94663283

(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. 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 \$ 24,000.00 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 7-14-94, which is incorporated herein by reference. ~~You must repay the full amount of the loan including principal and interest not later than~~ 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 \$ 24,000.00, 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 Palatine, COOK County, Illinois describing 7450

See Exhibit "A" attached and made a part hereof.

Permanent Index No. 02-12-200-021-1035
Property Address 1243 Baldwin Lane #306, Palatine, Il. 60067

94663283 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 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. 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 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 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.

(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, Acceleration, and/or Reducing the Credit Limit paragraphs or as otherwise provided by applicable law. If we accelerate your outstanding balance and you do not pay in full, you give us the power and authority to sell the property according to procedure 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. 17, 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.

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

Witnesses:
X _____
Print Name: _____
X _____
Print Name: _____

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions at the Trustee's Exemptory Rider attached hereto and made a part hereof.

X _____ Mortgagee
X _____ Mortgagee

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STATE OF ILLINOIS)
COUNTY OF _____)

I, _____, a notary public in and for the above county and state, certify that _____ 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 _____ signed and delivered the instrument as _____ free and voluntary act for the use and purposes therein set forth

Subscribed and sworn to before me this _____ day of _____, 19____.

X _____
Notary Public, _____ County, Illinois
My Commission Expires: _____

When recorded, return to:
NBD CONSUMER LOAN OPERATIONS CENTER
600 N. MEACHAM RD. #307
SCHAUMBURG, IL. 60196

Drafted by:
A. BUCKINGHAM
NBD BANK
900 E. KENSINGTON ROAD
ARLINGTON HEIGHTS, IL. 60004

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Property of Cook County Clerk's Office

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BANK COPY

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This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Part and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
As Trustee as aforesaid and not personally,

by *Paul M. Greene*
Vice President

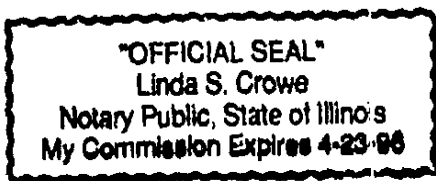
ATTEST *Peter D. Walter*
Assistant Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul M. Greene, Vice President and Peter D. Walter, Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21th day of July, 1994.

Linda S. Crowe
Notary Public



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Property of Cook County Clerk's Office

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EXHIBIT "A"
UNOFFICIAL COPY
LEGAL DESCRIPTION

PARCEL 1: Unit 306 in San Tropai Condominium as delineated on survey of following described parcel of land (hereinafter referred to as Parcel): That part of South 780.0 feet as measured at right angles of the South line thereof of the northwest quarter of the northeast quarter of Section 12, Township 42 North, Range 10 East of the Third Principal Meridian, described as follows:

Commencing at the southwest corner of said northwest quarter of the northeast quarter, thence east along the south line of said northwest quarter of the northeast quarter 282.96 feet (the south line of said northwest quarter of the northeast quarter being assumed as running due east and west for this legal description) thence north 167.0 feet to a point for a place of beginning of the parcel of land therein described, thence west 77.0 feet; thence north 88.0 feet; thence west 13.40 feet; thence north 217.17 feet; thence east 77.0 feet; thence south 123.0 feet; thence east 17.40 feet; thence south 59.17 feet; thence west 58.0 feet; thence south 123.0 feet, the place of beginning in Cook County, Illinois, which survey is attached as Exhibit to this Declaration of Condominium made by Chicago Title and Trust Company as Trustee under Trust No. 1067400 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 23448135, together with an undivided 1/8 interest in said parcel (Excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey.);

Also,

PARCEL 2: Easements for ingress and egress for benefit of Parcel 1 as defined and set forth in Master Declaration of Covenants, Conditions, Restrictions and Easements for San Tropai Planned Residential Development made by Chicago Title and Trust Company as Trustee under Trust No. 1067400 dated March 31, 1976, and recorded April 12, 1976, as Document 23448134, and created by Deed from Chicago Title and Trust Company as Trustee under Trust No. 1067400 to Dorothy A. Schreiber dated May 9, 1977, and recorded May 12, 1977, as Document No. 23924533 in Cook County, Illinois.

Common Address: 1243 Baldwin Lane #306
Palatine, Il. 60067

94663283

P.I.N. 02-12-200-021-1035