N V	NBD Bank Mortgage (Instally		ne bl/Credit -	(MPY	
2087 S whose address is	. made an . Wilson and Joan K. W tewart Ave. Evanston 211 South Wheaton Av	Wilson, his wif IL 60201 Ve. Wheaton, IL	e, in Joint Tent	incy	94 , between the Mortgagor(s) whose address is and the Mortgagee, NBD Bank
(2) The word	ls "borrowed", "you" or "yours" mer ls "we", "us", "out" and "Bank" mer I "Property" means the land describ	in the Mortgagee and its	successors or morgas.		dans or built in the luture. Property
Property	ides anything attached to or used in also includes all other rights in real o or owe the Bank the principal sum	or personal property you	may have as owner of the	land, including all mine	(a), or), pay and/or water ciphts
by the Bank flut dated Sep Rack XXXXXXX As security f ments, renev	to you pursuant to a Home Equit t. 20, 1994, which is incorp XXXXXXXXXXXXXXXX Inter- for all amounts one to us under that it wals, modifications of that Agreem	y Credit Agreement and orated herein by referencest on the outstanding pr Agreement, including all ent, not to exceed the n	Disclosure Statement or ice. XXXXXXXXXXXXXXXX incipal shall be calculated future advances made wit naximum principal sum o	Installment Loan and 3 ANXIMENT XXXXXXX On a fixed or variable ra hin 20 years from the da f S	Security Agreement ("Agreement")  ***********************************
in theC Lot 4 in Sect	advances shall have the same priori lty of in Van S. Dresse '; Re tion 34, Township 42 N C County, Illinois.	Evanston subdivision of	Lot 15 in Block	k	County, Illinois described as: Vanston Meridian,
	05 04 045 004	0,5	94833285	. \$6175 <b>₹ C</b> .	0RDING \$25.0 N 9478 D9/26/94 D9:40:00 J *-タ4-833285 NTY RECORDER
	dex No. <u>05-34-316-004</u> Iress <u>2687 Stewart Ave</u>	. Evansuc, Il	60201		Michigan National Constitution of the Constitu
(1) Pay all ame including ir loan agreen (2) Pay all tax sessed agai	nomises. You promise to: sunts when due under your Agreement, nterest, and to perform all duties of the nent and/or this Mortgage. es, assessments and liens that are as- nst the Property when they are due. If	permit the presence hazardous substance not do, nor allow a ing the Property th mental law, You sh	ondition. You shall not cause t, ase, a sposal or release of escenor in the Property. You s nyone disc ordo, anything all at is in violating of any envir all promptl, also is written no t, claim, demand, J. we sit or of	any the power o hall pay the deb ect- Agreement on- been actual tice Mortgage, y	main. Notwithstanding any taking under f emment domain, you shall continue to it in accordance with the terms of the until any award or payment shall have by received by you. By signing this you assign the entire proceeds of any ment and any interest to us.
can pay the have paid to Agreement that Agreen (3) Not execut	pay the taxes, assessments or liens, we em, if we choose, and add what we o the amount you owe us under your with interest to be paid as provided in aent.  e any morigage, security agreement, of leases and rentals or other agree-	action by any gove private party involv hazardous substance fied by any governa any removal or oth substance affecting	mmental or regular my agency ing the Property or release of e on the Property. If you are in mental or regulatory author by the Property is necessary. The Property is necessary.	or any vei. (H) Waiver of tha and waive al ous stead exemp	Homestead Right. You hereby release it rights under and by virtue of the hometion laws of the State of Illimis.
ment granti property w then only y	or leases and remais or other agree- ing a lien against your interest in the althout our prior written consent, and when the document granting that lien royides that it shall be subject to the	accordance with app (E) Default, If you do n	all necessary remedial action dicable environmental laws. of keep the promises you mad at full to meet the terms of a	delaying or i rights under	is. We do not give up any of our rights by failing to exercise them at any time. Our the Agreement and this Mortgage are cust will allow us to inspect the Property on

- 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.
- 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 pro-ceeds 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
- casonoble notice. This shall include the right to perform any covironmental investigation that we deem neces ary art apperform any environmental remediation required to our environmental law. Any investi-gation or record aton 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, in the Coast Ch. 17, page 2701. III. 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 fiting of a foreclosure complaint.

By Signing Below, You Agree to All the Terms of This Mortgage.	
Witnesses: X A Control	x Tyler D. Wilson
Print Name: Al Anthony	Mungagiw Tyler D. Wilson
X	x fran Killieson
Print Name:	Morregon Joan K. Wilson

## **UNOFFICIAL COPY**

Add of Contraction of 28D FU 5601 RC 5 of

Evanston, ÎL 60204 Prepared by: Lucy Nesbitt 1603 Orrington Ave.

**NBD Bank** 

Ontied by:

My Commission Expires:

F) 72 to (th zidt om molod of migges brig bodinoerlug

ered the instrument as his/her/their free and voluntary act for the use and purposes therein set forth.

INIGN 0. WISSON and Joan K. Wilson, his wife, in Joint Tenancy person whose name is set subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that helsheviney signed and deliv-

COUNTY OF COOK NCS 6:++

a notary public in and for the above county and state, certify that

sionilli "ymo".

Evanston, IL 60204

NBD Bank

1603 Orrington Ave.

When recorded, return to:

STATE OF ILLINOIS