

## NBD Bank Mortgage (Installment) Coap of Cine of Credit) - (Illman)

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This Mortgage is made on		. 8 . 39 94 between the Mortgagints).
Steven J. Rezabek & Barbara	C. Rezabek, his wife (J)	whose address is
2118 Illinois Road Northbro	ook. 11 60062	and the Mortgagee, NBD Bank.
whose address is 211 South Wheaton	Ave. Wheaton, IL 60187	
(A) Definitions.		94883303
	ean each Mortgagor, whether single or joint, who signs	helow.
	ean the Morigagee and its successors or assigns	
(3) The word "Property" means the land described includes anothing attrached to or mod-	abed below. Property includes all buildings and improving connection with the land or attached or used in the land.	cements now on the land or built in the future. Property buture, as well as proceeds, tents, income, royalties, etc.
Property also includes all other rights in rea	for personal property you may have as owner of the land	d, including all mineral, oil, gas and/or water rights.
(B) Security. You owe the Bank the principal sur		ate unpaid amount of all loans and disbursements made
dural Oct 9 100/ which is inco	ny Credit Agreement and Disclosure Statement of his	tallment Loan and Security Agreement ("Agreement") አጽዳጽዶችችቸውነጻ ሕጉ የሕዝብሎያ ትንአደታቸው ከተገኘ ከተገኘ የተ
Dated UCL O 1554 Which is inco	erection the mustanding principal shall be calculated on:	a fixed or variable rate as referenced by that Agreement.
As security for all amounts (be to us under that	Agreement, including all future advances made within.	20 years from the date hereof and all extensions, amend-
		, all of
		rant to us subject to liens of record, the Property located
in the Village of	Northbrook	Cook County, Illinois described as:
	7	
See attached rider	_	DEPT~01 RECORDING \$25.50
	94883303	T#0011 TRAN 4147 10/14/94 09:25:00
	5400000	+8857 + RV +-94-883303
	•	COOK COUNTY RECORDER
Permanent Index No. <u>04-09-415-018</u>	T) 50060	
Property Address 2118 Illinois F	load, North Prook, IL buubz	
	0/	
(C) Borrower's Promises. You promise to: (1) Pay all amounts when due under your Agreement,	(D) Environmental Condition. You shall not cause or perma the presence, asc, disposal or release of any	(Cit Eminent Domain, Notwithstanding any taking under the power of eminent domain, you shall continue to
including interest, and to perform all duties of the	hazardous substance con a, in the Property. You shall	pay the debt in accordance with the terms of the
(2) Pay all taxes, assessments and hens that are assessed against the Property when they are due. If you do not pay the taxes, assessments or liens, we can may them it was choose and add what we	not do, nor allow anyone she to do, anything affect- ing the Property that is 'n volation of any environ-	Agreement until any award or payment shall have been actually received by you. By signing this
(2) Pay all taxes, assessments and hens that are assessed against the Property when they are due. If	mental law. You shall promptly give us written notice	Morigage, you assign the entire proceeds of any
you do not pay the taxes, assessments or liens, we	of any investigation, claim, of any, law suit or other action by any governmental or (egularity agency or	award or payment and any interest to us.
can pay them, if we choose, and add what we have paid to the amount you owe us under your	private party involving the Property reaclease of any	(H) Walver of Humestead Right, You hereby release
Agreement with interest to be paid as provided in	hazardous substance on the Property. If you are not- fied by any governmental or regulatory authority that	and waive all rights under and by virtue of the home-
that Agreement.	any removal or other remediation of any h zardous.	stead exemption laws of the State of Illinois.
(3) Not execute any mortgage, security agreement, assignment of leases and rentals or other agree-	substance affecting the Property is necessary year shall promptly take all necessary remedial actions?	(1) Other Tarmer Wards and aircraft any of our rights by
ment granting a lien against your interest in the	accordance with applicable environmental laws.	(f) Other Terms. We do not give up any of our rights by delaying or failing to exercise them at any time. Our
property without our prior written consent, and then only when the document granting that lien	(E) Default, If you do not keep the promises you made in	rights under the Agreement and this Mortgage are cu- mulative. You will allow us to inspect the Property on
expressly provides that it shall be subject to the	this Mortgage or you fail to meet the terms of your	reasonable notice. This shall include the right to per-
lien of this Mortgage.	Agreement, you will be in default. If you are in de- fault, we may use any of the rights or remedies stated	form incentify environmental investigation that we deem need sary and to perform any environmental remedia-
<ul> <li>(4) Keep the Property in good repair and not damage, destroy or substantially change the Property.</li> </ul>	in your Agreement including, but not limited to, those	tion reor recander environmental law. Any investi-
(5) Keen the Property insured against loss or damage	stated in the Default, Remedies on Default, and/or Reducing the Credit Limit paragraphs or as otherwise	gation or ,env. stetion will be conducted solely for our benefit and to , robect our interests. If any term of this
caused by fire or other hazards with an insurance	provided by applicable law. If we accelerate your out-	Mortgage is (cand to be illegal or unenforceable, the
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	standing balance and demand payment in full, you give us the power and authority to self the property	other terms will san be in effect. This Agreement may secure "revocang credit" as defined in III. Rev.
Mortgages for the amount of your loan. You must	according to procedures allowed by law. The pro-	Stat., Ch. 17, para. 6405. The revolving credit line
defiver a copy of the policy to us if we request it. If you do not obtain insurance, or pay the premi	ceeds of any sale will be applied first to any costs and expenses of the sale, including the costs of any envi-	shall be governed by and constitued in accordance
ums, we may do so and add what we have paid to	ronmental investigation or remediation paid for by us,	with the Illinois Financial Services Development Act, III. Rev. Stat., Ch. 17, para. 7001, et. seq. Upon or at
the amount you owe us under your Agreement with interest to be paid as provided in the loan	then to reasonable attorney's fees and then to the amount you owe us under your Agreement.	any time after the filling of a complaint to foreclose
agreement. At our option, the insurance proceeds	annually you seek as prince your seekinging	this mortgage, we shall be entitled to enter upon, take possession of and manage the Property and collect
muy be applied to the halance of the loan, whether or not due, or to the rebuilding of the Property.	(F) Due on Sale, if you self or transfer all or any part	rents in person, by agent or by judicially appointed re- ceiver without notice and before or after any judicial
(6) Keep the Property covered by flood insurance	of the Property or any interest in the Property without our prior written consent, the entire bal-	sale. You agree to pay all of our fees including attor-
if it is located in a specially designated flood	ance of what you owe us under your Agreement is due immediately.	ney's fees, receiver's fees and court costs upon the fil- ing of a foreclosure complaint.
hazard zone.	oue innectiality.	ing or a rose rouse companii.
ly Signing Below, You Agree to All the Terms of	This Mortgage.	
Vitnesses:	X XIII	
Contract Contract	Mortgagen	
rint Name: Al Andhua	Steve	en J./Rezabek
rint Name: HI Flood Now		
·	x Borbe	na C. Kemilek
	Mongagor	ra C Pozabek
Print Name:	Barda	ra C. Rezabék <sup>O</sup>

## **UNOFFICIAL COPY**

\$40 SHAND

OF COLINE CIERTS OFFICE

\_ County, Illinois

1. 3.45.

RECURSION NO.

When recorded, return to:

Notary Public.

My Commission Expires: 3-16-21

Evanston, IL 60204 1603 Orrington Avenue

NBD BBOK / DOVI'D GENYKE Drafted by:

My Colonna on Ellics abidital Note: 1 to strik tolicula (1810N

3:5456 % 0550 2003 G0035

Subscribed and sworm to before me this ered the material of 12 has hear the companies and purposes therein set forth.

person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that helsbelthey signed and delive-

personally known to me to be the same Steven J. Rezabek and Barbara C. Rezabek, his wife (4) DAVID A, GEHRKE a notary public in and for the above county and state, certify that

COOK COUNTY OF

STATE OF ILLINOIS

## **UNOFFICIAL COPY**

LOT 18 IN BLOCK 12 IN NORTHBROOK MANOR, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 (EXCEPT THE NORTHERLY 16 RODS OF THE EASTERLY 40 RODS THEREOF) AND THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12 OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF NORTHBROOK, IN COOK COUNTY, ILLINOIS

Proberty or Coot County Clark's Green on