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

UNOFFICIAL COPY

This Mortgage is made on

Richard L. Kosmala, Jr., Bachelor
1039 W. Belden Ave. Unit 1
whose address is 211 South Wheaton Ave. Wheaton, IL 60187

Oct. 21, 1994, between the Mortgagors(s),

whose address is

and the Mortgagor, NBD Bank,

(A) Definitions.

- (1) The words "borrower", "you" or "your" mean each Mortgagor, whether single or joint, who signs below.
- (2) The words "we", "us", "our" and "Bank" 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 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 \$ **30,000.00**

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 **Oct. 21, 1994**, which is incorporated herein by reference.

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 \$ **30,000.00**, all of which future advances shall have the same priority as the original loan, you convey, mortgage and warrant to us subject to heirs of record, the Property located in the **City of Chicago, Cook County, Illinois**, described as

See Exhibit "A" attached and made a part hereof

Permanent Index No **14-32-207-005 (14-32-207-999-1001)**
Property Address **1039 W. Belden Ave. Unit 1**

- (1) **Borrower's Promises.** You promise to:
 - (1) Pay all amount, 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 items that are assessed against the Property when they are due. If you do not pay the taxes, assessments or fees, 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 terms 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 hazard, with an insurance carrier acceptable to us. The insurance policy must be payable to us and name us as Insured Mortgagor 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.

Witnesses:

X *Al Anthony*
Print Name: *Al Anthony*

X _____

Print Name: _____

X *Richard L. Kosmala, Jr.*
Mortgagor *Richard L. Kosmala, Jr.*

X *Mortgagor*

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10/28/94

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POLICE

Property of Cook County Clerk's Office



SORRY FOR THE QUALITY OF THIS

Drafted by

NBD Bank

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

When received, return to
NBD Bank
1603 Orrington Ave.
Evanston, IL 60204

5-20-98
M/F Information Express
Navy Pier
Chicago, Illinois
Subscribed and sworn to before me this

50 50
in SC

County, Illinois

day of 1998
X
5-21-98

Richard L. Kosmala, Jr., a bachelor
person whose name is (or was) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and did
execute the instrument in his/her/their free and voluntary act for the use and purposes herein set forth.

I, Notary public in and for the above county and state, certify that
"personally known to me to be the same

Richard L. Kosmala, Jr., a bachelor

STATE OF ILLINOIS COOK COUNTY

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EXHIBIT "A"

LEGAL DESCRIPTION

UNIT 1009-1 AS DELINEATED ON SURVEY OF: LOT 3 (EXCEPT THE SOUTH 24 FEET THEREOF) IN SUBDIVISION OF BLOCK 4 IN THE SUBDIVISION OF THE UNIT 1/2 OF BLOCK 11 IN SHOTFIELD'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY JOHN R. MAGLIOZZI, RICHARD KENNA, JR. AND JAMES B. O'DOLE, AS DEVELOPERS, RECORDED IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 94889728.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, HIS SUCCESSIONS AND ASSIGNS, AS RENTS AND EXPENSES APPURTENANT TO THE ABOVE DESCRIBED REAL PROPERTY, THE RIGHTS AND DASMEMENT FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AFOREMENTIONED, AND ALL RENTS AND EXPENSES TO ITSELF, HIS SUCCESSIONS AND ASSIGNS, THE RIGHTS AND DASMEMENT SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESIGNATED THEREIN. THIS DEED IS SUBJECT TO ALL RIGGERS, EASEMENTS, COVENANCES, CONDITIONS, RESTRICTIONS AND RESTRAINTS CONTAINED IN SAID DECLARATION. THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE REPEATED AND STIPULATED AT LENGTH HEREIN.

THE TENANT OF THE UNIT FAILED TO EXERCISE THE RIGHT OF FIRST REFUSAL.

PIN: 14-32-207-005 (14-32-207-999-1001)

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