



This Mortgage is made on January 14, 1994, between the Mortgagor(s), Alice M. Jaja, a widow and not remarried, whose address is 2 Kettering Lane, Lemont, IL 60439 and the Mortgagee, NBD Bank, whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187.

(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.

(B) Security. You owe the Bank the principal sum of \$ 20,000.00 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 January 14, 1994, which is incorporated herein by reference.

Lot 11 in Dalpos Subdivision addition to Village of Lemont, being a resubdivision of Lot 7 (except the East 60 Feet thereof) in Kettering's Lemont Heights Subdivision in the Northwest Quarter of Section 29, Township 37 North, Range 11, East of the Third Principal Meridian (except those parts thereof taken for Walter Avenue and Kettering Lane) in Cook County, Illinois.

Permanent Index No. 22-25-105-043
Property Address 2 Kettering Lane, Lemont, IL 60439

(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.
(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.

(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.

(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.

(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.

(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, Remedies or Default, and/or Reducing the Credit Limit paragraphs or as otherwise provided by applicable law.

(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.

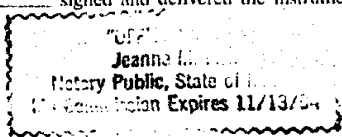
By Signing Below, You Agree to All the Terms of This Mortgage.

Witnesses: X Tanya LaBuda
Print Name: Tanya LaBuda

X Alice M. Jaja
Mortgagor Alice M. Jaja
DEPT-01 RECORDING 523 50
7:27:29 TRAN 2602 01/24/94 14:35:00
#8345 # 01-1724-0742226
Mortgagor COOK COUNTY RECORDER

STATE OF ILLINOIS
COUNTY OF Cook

I, the undersigned, a notary public in and for the above county and state, certify that Alice M. Jaja 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 she signed and delivered the instrument as her free and voluntary act for the use and purposes therein set forth.



Drafted by: Jaanna Fish
NBD BANK
1200 ...
LEMONT, ILLINOIS 60439

Subscribed and sworn to before me this 14th day of January, 1994.
X Jaanna M. Fish
Notary Public, Cook County, Illinois
My Commission Expires:

When recorded, return to: Tanya M. LaBuda

UNOFFICIAL COPY

Aug 10 1999

Property of Cook County Clerk's Office

BANK COPY

52084096