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This Mortgage is made on February 16, 1994, between the Mortgagor(s), James E. Bayon and Virgie J. Bayon, Husband & Wife, 4041 W. Cleveland, Skokie, IL 60076, whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187, and the Mortgagee, NBD Bank,

(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 \$ 40,000.00 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 of Installment Loan and Security Agreement ("Agreement") dated 2/16/94, which is incorporated herein by reference.

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 \$ 40,000.00, 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 Skokie, Cook County, Illinois described as: Lot 44 in Krenn and Dato's Crawford Avenue Express "L" subdivision of that part of lot 4 in Superior Court Partition of the east 1/2 of the south east 1/4 of Section 22 and the south west 1/4 of section 23, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. Permanent Index No. 1022-022-017-0000. Property Address: 4041 W. Cleveland, Skokie, IL 60076.

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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.
(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.
(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.
(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.

(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 on 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.

(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 of 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. We will allow us to inspect the Property on reasonable notice.

Our rights under the Agreement and this Mortgage are cumulative. We 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. 6/05. The revolving credit line shall be governed by and controlled in accordance with the Illinois Financial Services Development Act, Ill. Rev. Stat., Ch. 17, para. 6/11, 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 before or after any judicial sale. We 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.

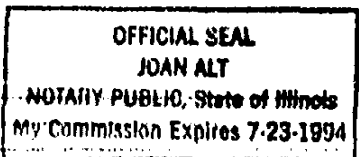
Witness, X Mortgagee James E. Bayon

Print Name: X Mortgagee Virgie J. Bayon

Print Name: Virgie J. Bayon and

I, the undersigned, a notary public in and for the above county and state, certify that James E. Bayon 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 they signed and delivered the instrument as a free and voluntary act for the use and purposes therein set forth.

Subscribed and sworn to before me this day of February, 1994. Notary Public, Cook County, Illinois. My Commission Expires:



Drafted by: NBD Skokie Bank, N.A., 8001 Lincoln Ave., Skokie, IL 60077

When recorded, return to: NBD Consumer Lending Operation Center, 2000 Eisenhower Road, Suite #305, Schaumburg, Illinois 60196

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