



UNOFFICIAL COPY

This Mortgage is made on March 22 1994 between the Mortgagee(s),
Clark Winston, an Unmarried Man whose address is
3645 N Lowell, Chicago, IL 60641
 and the Mortgagee, NBD Skokie Bank, N.A.,
 whose address is 8000 Lincoln Avenue, Skokie, Illinois 60077.

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(A) Definitions.

- (1) The words "borrower", "you" or "yours" mean each Mortgagee, 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. 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 \$ 34,500.00 of 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 3/22/94 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 \$ 34,500.00 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 City of Chicago Cook County, Illinois described as

LOT 43 IN BLOCK 4 IN SUBDIVISION WINDSOR PARKER AVENUE LAND ASSOCIATION SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWEST OF MILWAUKEE AVENUE (EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS.

See attached.

Permanent Index No. 13-22-010-0
 Property Address 3645 N. Lowell

SUBJECT ONLY TO the following, if any: covenants, conditions and restrictions of record; private, public and utility easements; roads and highways; party wall rights and agreements; existing leases and tenancies; special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments; general real estate taxes for the year 1991 and subsequent years.

(C) Borrower's Promises. You promise to:

- (1) Pay all amounts when due under your Agreement, including interest, and to perform all or 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. If you do not pay the taxes, assessments or liens, 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 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.
- (7) **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.
- (8) **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 a 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. An 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. 6-403. The revolving credit line shall be governed by and construed in accordance with the Illinois Financial Services Development Act, Ill. Rev. Stat., Ch. 17, para. 301, 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 filing of a foreclosure complaint.
- (9) **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. 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 proceeds 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.
- (10) **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.

0-1729-0

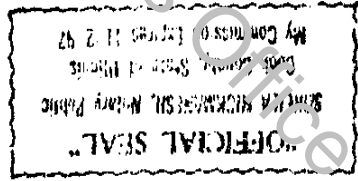
NOT A VALID DOCUMENT UNTIL SIGNED

UNOFFICIAL COPY

UNOFFICIAL COPY

Property of Cook County Clerk's Office

MED SKOLTO BANK, N.A.
8001 LEXINGTON AVE.
SKOKIE, IL 60077



Printed by:

Therein set forth

STATE OF ILLINOIS

Print Name:

X

Print Name:

X

Witness:

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

When recorded, return to
Mortgage Lending Corporation Chicago
1100 Commercial Drive, Suite 200
Chicago, IL 60610

My Commission Expires 11/2/97
Notary Public, Cook County, Illinois

X *[Signature]*
day of *[Month]* 1997

I, the undersigned, a notary public in and for the above county and state, certify that Mark Wilsson 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 free and voluntary act for the use and purposes of this instrument and sworn to before me this *[Date]* day of *[Month]* 1997.



X *[Signature]*
Mortgage

Mark Wilsson

X *[Signature]*

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

UNOFFICIAL COPY

Witness:

X

1/11/09
Mark Will

Print Name:

X

Manager

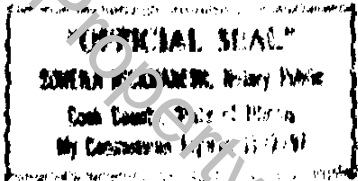
Print Name:

23 50
[Circular Stamp]

STATE OF ILLINOIS

COUNTY OF

I, the undersigned, a notary public in and for the above county and state, certify that Mark Willson 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 he signed and delivered the instrument as his free and voluntary act for the use and purposes therein set forth.



Drafted by

Notary Public
day of
X
County, Illinois
My Commission Expires 11/11/11

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

When recorded, return to:
NBD Consumer Loans Operation Center
NBD SKOKIE BRANCH HEAD

NBD SKOKIE 2009

PROPERTY OF COOK COUNTY CLERK'S OFFICE

BANK COPY





This Mortgage is made on March 22, 1994, between the Mortgagee(s) [Name] and the Mortgagee, NBD Skokie Bank, N.A., whose address is [Address] and the Mortgagee, NBD Skokie Bank, N.A., whose address is [Address].

(A) Definitions

(1) The words "borrower", "you" or "yours" mean each Mortgagee, 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. 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 water rights.

(B) Security: You owe the Bank the principal sum of \$ 34,500.00 on 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 3/22/94, 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, renewals, modifications of that Agreement, renewals, modifications of that Agreement, and all extensions, amendments, and all other obligations of the borrower, you shall assign to us all of the Property located in Illinois described as:

the City of [City]

See attached.

Permanent Index No. 13-27-410-05-000
Property Address 3445 N. Lowell, Chicago, IL 60641

(C) Borrower's Promises. You promise to

(1) Pay all amounts when due under your Agreement, including interest and principal, and to

(2) Keep the Property insured against fire, theft, and other hazards, including the cost of deductibles, co-payments, and self-insured retentions, and to

(3) Keep the Property in good repair and maintain it in a state of good repair, and to

(4) Keep the Property in good repair and maintain it in a state of good repair, and to

(5) Keep the Property in good repair and maintain it in a state of good repair, and to

(6) Keep the Property in good repair and maintain it in a state of good repair, and to

(7) Keep the Property in good repair and maintain it in a state of good repair, and to

(8) Keep the Property in good repair and maintain it in a state of good repair, and to

(1) Environmental Action: You shall not cause or permit the presence, use, disposal or release of any hazardous substance, or, for the Property. You shall not do, allow, permit, or cause to be done, anything that may result in the violation of any federal, state, or local law, ordinance, regulation, or other governmental authority that may result in the violation of any hazardous substance affecting the Property. If you are notified by any governmental authority that any release of other hazardous substance, or, for the Property, is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.

(2) Eminent Domain: If you do not have the power to convey the Property, you shall, in the absence of any other law, ordinance, regulation, or other governmental authority that may result in the violation of any hazardous substance affecting the Property, take all necessary remedial actions in accordance with applicable environmental laws.

(3) Eminent Domain: If you do not have the power to convey the Property, you shall, in the absence of any other law, ordinance, regulation, or other governmental authority that may result in the violation of any hazardous substance affecting the Property, take all necessary remedial actions in accordance with applicable environmental laws.

(4) Eminent Domain: If you do not have the power to convey the Property, you shall, in the absence of any other law, ordinance, regulation, or other governmental authority that may result in the violation of any hazardous substance affecting the Property, take all necessary remedial actions in accordance with applicable environmental laws.

(5) Eminent Domain: If you do not have the power to convey the Property, you shall, in the absence of any other law, ordinance, regulation, or other governmental authority that may result in the violation of any hazardous substance affecting the Property, take all necessary remedial actions in accordance with applicable environmental laws.

(6) Eminent Domain: If you do not have the power to convey the Property, you shall, in the absence of any other law, ordinance, regulation, or other governmental authority that may result in the violation of any hazardous substance affecting the Property, take all necessary remedial actions in accordance with applicable environmental laws.

(7) Eminent Domain: If you do not have the power to convey the Property, you shall, in the absence of any other law, ordinance, regulation, or other governmental authority that may result in the violation of any hazardous substance affecting the Property, take all necessary remedial actions in accordance with applicable environmental laws.

(1) Indemnification: You shall defend, indemnify, and hold the Bank harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, incurred by the Bank in connection with this Agreement, whether or not such claims, damages, losses, and expenses are caused in whole or in part by the negligence of the Bank. This obligation shall not be limited by any cap on damages or any limitation on the amount or type of damages, compensation, or benefits payable by or for any third party under any workers' compensation act, disability benefit act, or other employee benefit act. This obligation shall not be limited by any cap on damages or any limitation on the amount or type of damages, compensation, or benefits payable by or for any third party under any workers' compensation act, disability benefit act, or other employee benefit act.

(2) Indemnification: You shall defend, indemnify, and hold the Bank harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, incurred by the Bank in connection with this Agreement, whether or not such claims, damages, losses, and expenses are caused in whole or in part by the negligence of the Bank. This obligation shall not be limited by any cap on damages or any limitation on the amount or type of damages, compensation, or benefits payable by or for any third party under any workers' compensation act, disability benefit act, or other employee benefit act.

(3) Indemnification: You shall defend, indemnify, and hold the Bank harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, incurred by the Bank in connection with this Agreement, whether or not such claims, damages, losses, and expenses are caused in whole or in part by the negligence of the Bank. This obligation shall not be limited by any cap on damages or any limitation on the amount or type of damages, compensation, or benefits payable by or for any third party under any workers' compensation act, disability benefit act, or other employee benefit act.

(4) Indemnification: You shall defend, indemnify, and hold the Bank harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, incurred by the Bank in connection with this Agreement, whether or not such claims, damages, losses, and expenses are caused in whole or in part by the negligence of the Bank. This obligation shall not be limited by any cap on damages or any limitation on the amount or type of damages, compensation, or benefits payable by or for any third party under any workers' compensation act, disability benefit act, or other employee benefit act.

(5) Indemnification: You shall defend, indemnify, and hold the Bank harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, incurred by the Bank in connection with this Agreement, whether or not such claims, damages, losses, and expenses are caused in whole or in part by the negligence of the Bank. This obligation shall not be limited by any cap on damages or any limitation on the amount or type of damages, compensation, or benefits payable by or for any third party under any workers' compensation act, disability benefit act, or other employee benefit act.

(6) Indemnification: You shall defend, indemnify, and hold the Bank harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, incurred by the Bank in connection with this Agreement, whether or not such claims, damages, losses, and expenses are caused in whole or in part by the negligence of the Bank. This obligation shall not be limited by any cap on damages or any limitation on the amount or type of damages, compensation, or benefits payable by or for any third party under any workers' compensation act, disability benefit act, or other employee benefit act.

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