

RIDER ATTACHED UNOFFICIAL COPY 94290529

This Mortgage is made on March 23, 1994, between the Mortgagor(s), NBD Bank as successor trustee to NBD Trust Co. of IL as successor trustee to First National Bank of Mount Prospect, whose address is 600 N.E. Kensington Rd. Arlington Heights, IL 60004 and the Mortgagee, NBD Bank, whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187.

(A) Definitions. National Bank of Mount Prospect a/t/u/t/a dated 6/23/78 & Known as trust #LT-1235 and not personally (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. 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 \$100,000.00 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 March 23, 1994, 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 \$100,000.00 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 Mount Prospect Cook County, Illinois described as: LOT 8 IN BLOCK 17 IN PROSPECT PARK COUNTRY CLUB SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11 AND SOUTH 15 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Permanent Index No. 08-11-476-006 94290529 DEPT-01 RECORDING \$27.00 T#0011 TRAN 0962 03/31/94 00:26:00 Property Address 611 S. NAWAHO Mount Prospect, IL 60056 \$1097 # \*-94-290529

(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. 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. (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. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of any hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws. (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. 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. (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. By signing this Mortgage, you assign the entire proceeds of any award or payment and any interest to us.

(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. 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. 6405. 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. 7001, 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.

By Signing Below, You Agree to All the Terms of This Mortgage. NBD Bank as successor trustee to NBD Trust Co. of IL, as successor trustee to First National Bank of Mount Prospect a/t/u/t/a dated 6/23/78 and known as trust #LT-1235 and not personally

Witnesses: X Mortgagor X Mortgagor EXONERATION FROM ALL RESTRICTING ANY LIABILITY OF WHO BANK ATTACHED HERETO IS HEREBY EXPRESSLY MADE A PART HEREOF

STATE OF ILLINOIS COUNTY OF I, a notary public in and for the above county and state, certify that 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 signed and delivered the instrument as free and voluntary act for the use and purposes therein set forth. Subscribed and sworn to before me this day of 19

Drafted by: Karen Beathoff NBD Bank One NBD Plaza Mount Prospect, IL 60056 Notary Public, County, Illinois My Commission Expires: When recorded, return to: NBD Consumer Loans Operations Center 600 N. Meacham Rd. Suite #305 Schaumburg, IL 60196

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RIDER ATTACHED TO AND MADE PART OF MORTGAGE

DATED March 23, 1994

UNDER TRUST NO. LT-1235-MP

This MORTGAGE is executed by NBD Bank, Successor Trustee to NBD Trust Company of Illinois, not personally but as Trustee under Trust No. LT-1235-MP in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said NBD Bank, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained herein or in the Note or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of the Mortgagor, or on said NBD Bank, personally, to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability if any, being expressly waived by the Mortgagee, the legal owner(s) or holder(s) of said Note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the Mortgagor and said NBD Bank, personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged by the enforcement of the lien hereby created in the manner herein and said Note provided or by action to enforce the personal liability of the guarantor, if any. All the covenants and conditions to be performed hereunder by NBD Bank, are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD Bank, by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD Bank, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

NBD BANK, Successor Trustee to NBD Trust Company of Illinois, as Trustee under Trust No. LT-1235-MP and not individually

By: [Signature]  
Assistant Trust Officer

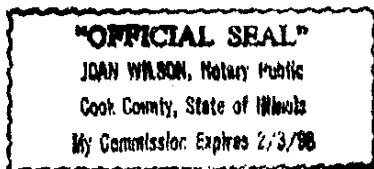
ATTEST:

[Signature]  
Assistant Trust Officer

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

I, Joan Wilson, a Notary Public in and for said County in the State aforesaid, do hereby certify that Annette N. Brusca, Asst. Trust Officer of NBD Bank, and Patricia A. Dunleavy, Asst. Trust Officer personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Trust Officer and Asst. Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes herein set forth, and the said Asst. Trust Officer did also then and there acknowledge that she as custodian of the corporate seal of said Corporation did affix the said corporate seal of said corporation to said instrument as his her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of March A.D., 19 94.



[Signature]  
Notary Public

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02/21/2020