UNOFFICIAL COPY (1.1.)

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

•	DEPT-01 RECORDING	\$25.50
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	COOK COUNTY RECORDER	

(Illinois)	(Note: This Space For Recorder's Use Only)					
This Mortgage is made on DAVID B. SCHECKTHAN, 1046 CORRLE HILL (OURT , HOPPMAN ESTATES ,	Junk His Wifk Il 6019		9, 19_	95 , betw	een the Morty whose ad	
and the Mortgagee, NBD Bank, whose oddress is 211 SOUTH WHEATON AVENUE, WHATON, IL 60169	- May				and the state of t	
(A) Definitions.		d vir <u>12-12-12-12-12-12-12-12-12-12-12-12-12-1</u>		ىدى. ئىلەر ئالىرىنىڭ ئالىرىنىڭ ئالىرىنىڭ ئالىرىنىڭ ئالىرىنىڭ ئالىرىنىڭ ئالىرىنىڭ ئالىرىنىڭ ئالىرىنىڭ ئالىرىنىڭ ئالىرىنىڭ ئالىرىنىڭ	and the state of t	Marango eta getarro ^M
(1) The words "horrower", "you" or "you's" neen each Mortgage	or, whether si	ngle or jou	it, who sig	ins below.		
(2)The words "we", "us", "our" and "Bank" mean the Mortgagee (3)The word "Property" means the land describ if below. Propert in the future. Property also includes anything act acced to or movell as proceeds, rents, income, royalties, etc. Property also in owner of the land, including all mineral, oil, gas another renter re-	ly includes al sed in connec actudes all off	l buildings Gort with t	and impra be land or	'affactied or	aned in the W	ume, as
(B)Security. You owe the Bank the maximum principal sum of \$ loans and disbursements made by the Bank to you pursuant ("Agreement") or Installment Loan and Scenity Agreement ("Agree incorporated herein by reference. Y. A. 1985)	gara Home estara Valutea	figuity ('r 1 06/1	edir Agre . 0/95	ement and	Disclosure St.	atement vhich is
calculated on a fixed or variable rate as referenced by your Agree including all future advances made within 20 years from the date the original loan, and all extensions, amendments, renewals or moto us, subject to liens of record, the Property located in the	ment. As sections of diffications of	arity for all which I illy	iterest on l amounts ire advanc tement, yo	the outstand due to us ur es shall hav ou convey, r	ing principal s ider your Agre e the same pri	shall be cement/ ority as warrani
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DAZCO E CONGRETARN SEB GLANA J. SCHROHTHAM, HIS WIFE Caple Hill Court , Hoppman Estates . Il 60195

211 BURT GERTON ACENCE, WHEATON, IL S0189

HOFFHAN ESTATES

COBBLE HILL CT. HOFFHAN ESTATES . IL 60195

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(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 hens 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 ben 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 heal of this Mortgage.
- (4)Keep the Property in good repair and not damage, destroy or substantially change he Property.
- by Tire or other hazards with an insurance caused by Tire or other hazards with an insurance carrier acceptable to us. The insurance policy must be payable to us and name us as Insured Mortgager, for the amount of your loan. You must deliver a copy of accepticy to us if we request it. If you do not obtain insurance of 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 interest to 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.

- (4) 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 safe 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 or 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) Wafver of Homestead Right. You hereby release and wnive all rights under and by virtue of the homestead exemption laws of the State of Illinois.
- (1) 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 as 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 815 H.CS 205/4.1. The revolving credit line shall be governed by and construed in accordance with the Illino's Financial Services Development Act, 175 ILCS 675/1, ct. seq. Upon or at any time after the filing of a complaint to foreclose fate 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 netore 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.

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Property of Coot County Clert's Office

By Signing Below, You Agree to All the Terms of This Mo	CIAL COPY
Witnesses:	
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	Wortheath BEATH B SCHOOLINGS
Print Name:	h . 0 l
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Print Name:	annigation bytesia o bottlesissions
STATE OF ILLINOIS	
COUNTY OF COOK 1. THE UNDERSIGNED	a notacy public in and for the above county and state, certify that
DAVID B. SCHECHTHAM AND DIAMA J. SCHECHT	n notary public in and for the above county and state, certify that HES WIFE . personally known to me to
be the same person who a name is (or are) subscribed to the fo	regoing instrument, appeared before me this day in person, and acknowl- his/her/their free and voluntary act for the use and purposes therein set
forth.	
70	Subscribed and sworn to before me this 10TH
e government been weig	day of JUNE . 19 95
: The state of t	day of JUNE 19 95
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\$\ \mathfrak{H}_{\text{picture}} \text{ \$\ \mathfrak{H}_{\text{picture}} \$\ \ma	Notary Public. Cook County, Illinois
	My Commission Expires: /-14-98
Drafted by:	When recorded, return to:
	0
RICHARD R DECKER 600 MORTH MEACHAM ROAD	AND - HOME ROUTT CRITER 500 NORTH MEACHAN ROAD
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DAVID B SCHECHTHAN

DIANA J SCHECHTHAN

DAVID B. SCHECHTHAN AND DIANA J. SCHECHTHAN, HIS WIFE

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A COUNTY CLERK'S OFFICE

RICHARD & DECKER 600 NORTH MEACHAN ROAD SCHAUMBUF:, IL 60196