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

DEPT-01 RECORDING \$25.50
T40001 TRAN 8653 06/30/95 09:43:00
#4085 + CG # 95-423103
COOK COUNTY RECORDER

(Note: This Space For Recorder's Use Only)

This Mortgage is made on **MAY 30 1995** between the Mortgagors,
MARQUETTE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT dated **11-20-87** and known as Trust Number **T1777**
1041 HERMES, LEMONT, IL 60439-3918

and the Mortgagee, NBD Bank, whose address is
211 SOUTH WHEATON AVENUE, WHEATON, IL 60189

(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. 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 maximum principal sum of **19,700.00** 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 ("Agreement") or Installment Loan and Security Agreement ("Agreement") dated **05/30/95**, which is incorporated herein by reference. **XXXXXXXXXXXXXX** Interest on the outstanding principal shall be calculated on a fixed or variable rate as referenced by your Agreement. As security for all amounts due to us under your Agreement, including all future advances made within 20 years from the date hereof, all of which future advances shall have the same priority as the original loan, and all extensions, amendments, renewals or modifications of your Agreement, you convey, mortgage and warrant to us, subject to liens of record, the Property located in the **VILLAGE OF LEMONT** **COOK** County, Illinois described as:

**LOT 13 IN BLOCK 5 IN PETER FISHBACK'S ADDITION TO LEMONT A SUBDIVISION
IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

(42134)
PFTITLE SERVICES # **BLO-1421 22**

Permanent Index No **22-29-302-006**

Property Address **1041 HERMES, LEMONT, IL 60439**

50981329342 30H 22G

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IN THE CIRCUIT COURT OF THE COUNTY OF COOK, ILLINOIS
TUESDAY, NOVEMBER 11, 1986

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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 liens that are assessed against the Property when they are due. If you do not pay the taxes, assessment 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 hazard, with an insurance carrier acceptable to us. The insurance policy must be payable to us and name us as Insured Mortgagor 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) 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 procedure 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 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) 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 815 ILCS 205A.1. The revolving credit line shall be governed by and construed in accordance with the Illinois Financial Services Development Act, 815 ILCS 675/1, 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.

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

Witnesses:

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee in for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by and Trustee not in his own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Marquette National Bank, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF Marquette National Bank, not personally but as trustee aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by the Assistant Secretary the day and year first above written. *June 17, 1987*

MARQUETTE NATIONAL BANK

James J. Lam
Vice President

John D. Snyder
Assistant Secretary

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for and voluntary in the state aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their free and voluntary act, as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 5th day of June 1987
LUCILLE A. ZURLIS
Notary Public, State of Illinois
My Commission Expires Jan 1990

Lucille A. Zurlis
Notary Public

When recorded, return to:

Barbara J. Koklys

NBD BANK LEMONT
1200 STATE STREET
LEMONT, ILLINOIS 60439

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LEMONT, ILLINOIS 60439



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