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

DEPT-01 RECORDING 125.50
T49999 TRAN 8505 07/11/95 09:37:00
4411 AH * - 95 - 444959
COOK COUNTY RECORDER

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

This Mortgage is made on **JULY 03 19 95** between the Mortgagor(s),
MURKELL S. LIGHT & BARBARA A. JOHNS, HIS WIFE IN (J) whose address is
632 LONG RD., GLENVIEW, IL 60025-3401
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 **20,000.00** or the aggregate unpaid amount of all loans and installment loans made by the Bank to you pursuant to a Home Equity Credit Agreement and Disclosure Statement ("Agreement") and a Home Equity Loan and Security Agreement ("Agreement") dated **07/03/95** which is assigned to the Bank. Your ~~obligation to pay the principal and 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 **GLENVIEW** **COOK** County, Illinois described as~~

LOT 6 IN BLOCK 3 IN GEORGE F. NIXON AND COMPANY'S NORTH SHORE FOREST PRESERVE SUBDIVISION NO.2 OF PART OF LOT 14 IN COUNTY CLERK'S DIVISION OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(215014) RT-83

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Permanent Index No. **05 31 416 009**
Property Address **632 LONG RD., GLENVIEW, IL 60025**

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By: [Signature]

C. Borrower's Promises. The promise to

1. **Obtain and Maintain Insurance.** You shall obtain and maintain under your Agreement and this Mortgage all insurance policies and coverages required by the Mortgage.

2. **Pay Taxes.** You shall pay, and keep paid, all taxes, levies, assessments, and other charges, including property taxes, which are assessed against the Property, and you shall pay, and keep paid, all taxes, levies, assessments, and other charges, including property taxes, which are assessed against the Property.

3. **Pay Mortgage.** You shall pay, and keep paid, all principal and interest due on the Mortgage, and you shall pay, and keep paid, all principal and interest due on the Mortgage.

4. **Pay Fees.** You shall pay, and keep paid, all fees, charges, and expenses, including recording fees, which are assessed against the Property.

5. **Pay Other Charges.** You shall pay, and keep paid, all other charges, including utility bills, which are assessed against the Property.

6. **Pay Other Obligations.** You shall pay, and keep paid, all other obligations, including judgments, which are assessed against the Property.

7. **Pay Other Obligations.** You shall pay, and keep paid, all other obligations, including judgments, which are assessed against the Property.

Environmental Remediation. You shall now, and in the future, comply with all applicable laws, regulations, and orders, including those relating to the cleanup of hazardous substances, and you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.

(1) Default. If you do not keep the promise 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 or Default, and we Reserving the Right to Foreclose paragraphs or as otherwise provided by applicable law. If we accelerate your outstanding balance and demand payment in full, you may, at the power and authority we have in 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 cleanup, restoration or remediation paid for by us, then to our administrative costs, and then to the amount you owe on under your Agreement.

(2) Due on Sale. If you sell, lease, convey, or otherwise dispose of the Property, you must first obtain our prior written consent in writing, and you must comply with the terms of your Agreement, including the terms of the Mortgage.

(3) Eminent Domain. Notwithstanding to what extent and to what power of eminent domain, if any, is exercised by a governmental authority in accordance with the laws of the State of Illinois, and any award or payment of compensation, you shall not be relieved of your obligation to pay the Mortgage, and you shall remain obligated to pay the Mortgage, and you shall remain obligated to pay the Mortgage, and you shall remain obligated to pay the Mortgage.

(4) Waiver of Homestead Right. You hereby waive, and you shall waive, all rights, including the right of homestead, which are provided by law of the State of Illinois.

(5) Other Terms. We do not make any part of our credit, by delivery or failure to deliver, or in any other way, a condition of our credit under the Agreement and the Mortgage, and you agree that you will allow us to inspect the Property, on reasonable notice. This shall include the right to perform an 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 205/4. The revolving credit line shall be governed by and construed in accordance with the Illinois Financial Services Development Act, 125 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.

Witness:

X *Allen R. Cichon*

Print Name: ALLEN R. Cichon

X *Leah Goldstein*

Print Name: LEAH Goldstein

X *Russell S. Light*
Mortgage: RUSSELL S. LIGHT

X *Barbara A. Jones*
Mortgage: BARBARA A. JONES

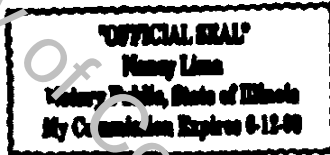
STATE OF ILLINOIS

COUNTY OF

I, *the undersigned* **RUSSELL S. LIGHT & BARBARA A. JONES, HIS WIFE IN (J)** 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 he/she/they signed and delivered the instrument as his/hers/their free and voluntary act for the use and purposes therein set forth.

Subscribed and sworn to before me this **3RD**

day of **JULY**, 19 **95**



X *Nancy Lynn Cook*
Notary Public

County, Illinois

My Commission Expires **6/12/99**

Drafted by

**RITA BERGQUIST
600 NORTH MERRIMAN ROAD
SCHENGBURG, IL 60196**

When recorded, return to

**HED - HOME EQUITY CENTER
600 NORTH MERRIMAN ROAD
SCHENGBURG, IL 60196**



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RUSSELL S. LIGHT & LITIG

BARBARA A. JOHNS

RUSSELL S. LIGHT & LITIG BARBARA A. JOHNS HIS WIFE IN (2)

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7/17/72

GEN - HOME EQUITY CENTER
600 NORTH MICHIGAN ROAD
SCHENBURG, IL 60196

21551810501 CSC

RITA BERKOWITZ
600 NORTH MICHIGAN ROAD
SCHENBURG, IL 60196

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