DEPT-01 RECORDING 625.50 T40001 TRAN 8818 07/13/95 09148100 46567 • CG #-95-452969

**COOK COUNTY RECORDER** 



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

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

This Mortgagee is made or CARY LIMBAR AND NEEDS A BLANCO [J] Subsequent the Mortgagor(s), whose address is 617 PLEARANT PL. STACKNOOD, IL 80107-2001  and the Mortgagee, NBD Hank, where address is 211 BOUTH MILEATOR AVERUE, PLEATOR, IL 60189  (A) Definitions.  (1) The words "borrower", "you" or "yoars" mean each Mortgagor, whether single or joint, who signs below.  (2) The word "broperty" means the land described below. Property includes all buildings and unprovements now on the land or built in the future. Property also includes anything stracked to or used in connection with the land or attached or used in the future, as well as proceeds, reuts, income, toyalties, etc. Prop. 17 also includes all other rights in real or personal property you may have as owner of the fand, including all minard, oit, gas under, water rights.  (B) Security. You owe the Bank the maximum principal sum of \$ 16,451.11 or the aggregate impaid amount of all foans and disbursements made by the Bank to you pursuant to a Home Equity Criedt Agreement and Disclosure Statement ("Agreement") or fustallment Loan and Security Agreement ("Agreement") or fustallment Loan and Security Agreement ("Agreement") and interest on the outstanding principal shall be uncorporated herein by reference. You must repay the full amount of the loan, 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 boun, and all extensions, amendments, renew also or modifications of your Agreement, you convey, mortgage and warrant to us, subject to here of record, the Property located in the VILLAGE of STERMINOO County, Illinois described as:  12 2660 in Woodland Heights, Unit No. 6, being a subdivision in Section 23, 24, 25, and 26 in Township 41 North, Range 9, East of the Third Principal Meriddan, according to the Platered recorded in the Recorder's Office on March 8, 1963 as Document No. 18737475 in Cook unity, Illinois.			هـ المساور و المساور
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Property Address 617 PLEASANT PL, STREAMMOOD, IL 60107

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Page 1 of 3

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Property of County Clerk's Office

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

- (FiPay all amounts when due under your Agreement, including interest, and to perform all duties of the foan 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 hens, we can pay them, it 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 granding a hen against your interest in the property without our prior written consent, and then only when the document grap on that hen expressly provides that it shall be subject to the near of this Mortgage.
- (4) Keep the Property in cool repair and not damage, destroy or substantially charge the Property.
- 69 Keep the Property insured against loss or damage caused by thre or other hazards cith an insurance carrier acceptable to us. The insurance policy must be payable to us and name us as Insured Mortguige by 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 point to the amount you owe us under your Agreement with the est to be paid as provided in the loan agreement. At our often, 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.

- (2) 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. It 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)Enthent Domain. Notwithstanding any taking under the power of enument 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.
- (11) Walver of Homestead Right. You hereby release and waive 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 us to inspect the Property on reasonable notice. This shall include the right to perform any environmental involtigation 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 Mortgree is found to be illegal or unenforceable, the other terms will still be in effect. This Agreement may secure "revolving credit" is defined in 815 ILCS 205/4.1. The revolving credit line shall be governed by and construed in accordance with the Hilliois Financial Services Development Act, 175 ILCS 675/1, et. (eq. Upon or at any time after the filing of a complaint to forecione 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 foreciosure complaint.

STATE OF STA

Property of Cook County Clerk's Office

NOFFICIAL By Signing Helow, You Agree to All the Terms of This Mortgage. Wilnesses X Print Name: X Print Name: STATE OF ILLINOIS COUNTY OF COOK [ Jay A Gorrell , a notary public in and for the above county and state, certify that CARY LAMAR AND MARIA BLANCO (J) , 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 acknowle edged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the use and purposes therein set forth. Subscribed and sworn to before me this ....

> OFFICIAL JAY A. CORPECL NOTARY PUBLIC, STATE OF ILLINO'S MY COMMISSION EXPIRES 10/14/95

JULY day of

County, Illinois

My Commission Expires: 10-14-95

Drafted by:

JAY 600 NORTH MEACHAN ROAD SCHAUMBURG, IL 60196

MAIL TO:

When recorded, return to:

MED - HOME EQUITY CENTER 200 NORTH MEACHAM ROAD SCIPUMBURG, IL 60196

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