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95467213

DEPT-01 RECORDING \$25.50
T#0001 TRAN 8916 07/19/95 09:49:00
\$8176 + CG *-95-467213
COOK COUNTY RECORDER

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

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

This Mortgage is made on **JULY 11 19 95**, between the Mortgagor(s),
VIRGINIA L. SWANSON, DIVORCED AND NOT SINCE REMARRIED whose address is
306 STEPHENS ST., LEMONT, IL 60439-3743

and the Mortgagee, NBD Bank, whose address is

211 SOUTH WHITON AVENUE, WHITON, IL 60189

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(A) Definitions.

- (1) The words "Borrower", "you" or "your" 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 water rights.

(B) Security. You owe the Bank the maximum principal sum of **36,600.00** 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 Credit and Security Agreement" or "Agreement") dated **07/11/95**, which is incorporated herein by reference.

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 if extensions, amendments, renewals, or modifications of your Agreement, you convey, mortgage and warrant to us, subject to lien of record, the Property located in the **VILLAGE OF LEMONT**, **COOK** County, Illinois described as:

**A TRACT OF LAND LYING S OF THE S LINE OF LOT 5 IN BLOCK 4 OF
TRUESDELLS ADDITION TO ATHENS, BEING A SUBDIVISION OF PART OF SECTION
20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,
& LYING W OF THE W LINE OF LOT 1 & THE W LINE OF LOT 2 IN BLOCK 11
in N.J. BROWNS ADDITION TO LEMONT A SUBDIVISION OF PART OF SAID SECTION
20 & LYING W OF THE WESTERLY LINE OF STEPHEN STREET IN VILLAGE OF LEMONT
ALL IN COOK COUNTY, ILLINOIS.**

(42112)
TITLE SERVICES # 87-6890

Permanent Index No. **22-20-427-011**

Property Address **306 STEPHEN STREET, LEMONT, IL 60439**

51311744321 31A 21K

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СТАНОВИЩЕ ВІДНОСИНИ МІж РОСІЄЮ та ІРЛАНДІЄю відповідає
загальному течії міжнародної політики.

12-13. *Thlaspi arvense* L.

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

- (i) Pay all amounts when due under your Agreement including interest and to perform all duties of the loan agreement and of the Mortgage.
- (ii) Deliver the Property and keep it in good condition for the benefit of the lessees and tenants of the Property and to pay taxes, insurance premiums, assessments, rents, and other charges due, paid to the amount you owe us under your Agreement with interest to be paid as provided in the Agreement.
- (iii) Not do or cause or permit any unauthorized assignment of the lease and rental or other occupancy rights in the Property or to interfere with the property, unless you have our written consent and then only to the extent we may reasonably provide, that it has been done in accordance with the Mortgage.
- (iv) Keep the Property in good repair and not damage it or deteriorate it beyond the Property.
- (v) Keep the Property insured for a loss of 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 the loss Mortgagor for the amount of your note. You must deliver a copy of the policy to us if we request it. If you do not obtain insurance or pay the premium, 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.
- (vi) 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 governmental 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 followed by law. The proceeds of any sale will be applied first to attorney's fees 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 the 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 effect. This Agreement may secure "revolving credit" as defined in 175 ILCS 205A-1. The revolving credit line shall be governed by and construed in accordance with the Illinois Financial Services Development Act, 175 ILCS 675A, 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.

Witnessed:

X

Print Name:

X

Print Name:

STATE OF ILLINOIS

COUNTY OF COOK

I, *Carol Jozefowski*, *Virginia L. Swanson*

THE undersigned Notary public in and for the above county and state, certify that

VIRGINIA L. SWANSON, DIVORCED AND NOT SINCE REMARRIED

personally known to me to be the same person who executed or caused to be subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she has signed and delivered the instrument as his/her free and voluntary act for the uses and purposes therein set forth:

Subscribed and sworn to before me this **11TH**

day of **JULY**

19 **95**

Judith D. Culcasi
Notary Public Cook County Illinois

My Commission Expires **8/3/98**

When recorded, return to:

ME - HOME EQUITY CENTER
600 NORTH MEACHAM ROAD
SCHAUMBURG, IL 60196

5131174432 31A 21K



Drafted by:

JUDITH D CULCASI
600 NORTH MEACHAM ROAD
SCHAUMBURG, IL 60196

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MURKIN, J. ANTHONY

DEPARTMENT OF THE AIR FORCE - DEPARTMENT OF DEFENSE

ATTN:

AF

TELE

200 W. 3RD STREET
CITY OF ST. PAUL
MINNESOTA 55101

NAME - HOME STUDY CENTER
800 NORTH 1ST AVENUE ROAD
BLOOMINGTON IL 61710

RECEIVED - 10/10/1988

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