# UNOFFICIAL 35531

N3 D

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

DEPT-01 RECORDING

\$27.50

T#0001 TRAN 9147 08/04/95 09:41:00

\$2341 \$ CG \*-95-513534

COOK COUNTY RECORDER

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

•	This Mortgage is made on	JULX	31	, 19	95, between the Mortgagor(s),
	This Mortgage is made on PACHELOR				whose address is
٠	115B LUCILLE COLR" BARTLETT, IL 60103				
ک		•			*************
٠.	A) Definitions.				erikan di kacamatan di Kabupatèn Bandaran Kabupatèn Bandaran Kabupatèn Bandaran Kabupatèn Bandaran Kabupatèn B Kabupatèn Bandaran B
7	(1)The words "borrower", "you" or "your," mean each Mortgagor, w	vhether single o	ər joint, w	ho sigi	is below.
(2) The words "we", "us", "our" and "Bank" by an the Mortgagee and its successors or assigns.					
	(3) The word "Property" means the land described below. Property in	elades all buils	dings and	improv	sements now on the land or built
ار'	in the future. Property also includes anything this hed to or used i well as proceeds, rems, income, royalties, etc. Fit perty also include	in connection : decall other ric	wing ine ia alite marea	ma er i Locoes	anached or ascu in the rather, as reasal mesocity you may have as
51	owner of the land, including all mineral, oil, gas and/s water right	18.	7111-1 F11 11-11	ii vii pia	and the factory of a family and a second
	B)Security. You owe the Bank the maximum principal sum of 6	16,000.	00	or the	aggregate unpaid amount of all
'n	loans and disbursements made by the Bank to you pursuad w		ty Credit	Agree:	
ij	("Agreement") or Installment Loan and Security Agreement C'Agreen a	ent") dated "A' YVVVVVV	07/31/ 2000000		, which is acceptodododododododododododod
アピコク	incorporated herein by reference. Your Marky Kryky Kry	<sub>የ</sub> የነተነ የ <mark>ተለበር የ</mark> ተር የአሂቱን ያ <mark>አአአአ</mark>	XXXXIIIci RXXXIIIci	<del>เลดฤก</del> ก est on th	<del>macmaccar; uran roman conce</del> he outstanding principal shall be
Ľ	calculated on a fixed or variable rate as referenced by your Agreemen	nt. As security	for all am	ounts d	hie to us under your Agreement,
=	including all future advances made within 20 years from the date here	eof, all of whic	h future a	dvance	s shall have the same priority as
ij	the original loan, and all extensions, amendments, renewals or modifi	ications of you	. Agreem	ent, yo	i convey, mortgage and warrant
	to us, subject to liens of record, the Property located in the CIT	, x	2/4/	of ,	BARTLET"
	COOK " County, Illinois described as:		14		

SEE ATTACHED HERETO EXHIBIT "A"

955**1**353.1

Permanent Index No. 06-35-305-051-1042 Property Address ....

115B LUCILLE COURT, BARTLETT, IL 60103

51701027164

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35513534

- "(C) Börrower'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, 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 hen against your interest in the property without our prior written coasent, and then only when the document granting that lien expressly provides that it shall be subject to Ya. If n of this Mortgage.
  - (4) Keep the Property is good repair and not damage, destroy or substantially change are Property.
  - (5) Keep the Property insure (pains) loss or damage caused by tire or other hazards who am insurance carrier acceptable to us. The insurance volicy must be payable to us and name us as Insured Mortgage; for the amount of your loan. You must defiver 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 or tion, 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, not 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 bazardous 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.

- (ExDefault, If you do not keep the promises you made in this Martgage or you fall 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 sale will be applied first to any costs and expenses of the sale, including the costs of any environmental investigation or temediation paid for by us, then to reasonable attorney's Jees 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)Wniver of Homestead Right. You hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Blinois.
- (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 Joy stigation 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 win's ill be in effect. This Agreement may secure "revolving creat" by defined in 815 ILCS 205/4.1. The revolving credit line shall be governed by and construed in accordance with the Illinois Financial Services Development Act, 175 H.CS 675/1, et. se., Cpon or at any time after the filing of a complaint to forcelore this mortgage, we shall be entitled to enter upon, take pessyssion 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 M Witnesses:	formulaer,
$\mathbf{X}_{-1}$ , $\mathbf{X}_{-2}$	Mydgagos GARY S SARTAIN
Print Name:	en e
X	X Mortgagor
Print Name:	
STATE OF ILLINOIS ) COUNTY OF Albort & Brok	
I. GARY 8 SARTAIN , HACHELOR	, a notary public in and for the above county and state, certify the
forth.	Subscribed and sworn to before me this 31ST
OFFICIAL SEAL	day of JULY 19 95
ALBERT L. BASH	x auts
My Commission Expires Fab. 18, 1996	Notary Public, Cook County, Illinois
	My Commission Expires:
Drafted by:	When recorded, return to:
RENEE H HEIL 600 NORTH MEACHAM ROAD SCHAUMBURG, IL 60196	NBD - HOME EQUITY CENTER 500 NORTH MEACHAM ROAD 6GMAUMBURG, IL 60196
Cospers DY:	51701027164 19J 10B
REVIEW	51701027164 19J 10B
WED DRUK 80 STRATFORD	Dr. Ox
WED DANGED STRATFORD STRATFORD	DK. 11. 60106

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LEGAL DESCRIPTION:

UNIT B IN BUILDING 11, IN BARTLETT GREEN COMDOMINIUM #5 AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED LAND (HEREINAFTER TO REFERRED TO AS "PARCEL)":

LOTS 14 THRU 36, INCLUSIVE, AND LOT 37 (EXCEPT THE NORTH 25 FEET THEREOF) IN BLOCK 2, ALL IN H. O. STONE AND COMPANY'S TOWN ADDITION TO BARTLETT, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 35 AND THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1929 AS DOCUMENT NO. 10435526 IN THE VILLAGE OF BARTLETT, IN COOK COUNTY, ILLINOIS, (EXCEPTING THEREIPOM LOTS 11 AND 12 OF UNIT 1 IN BARTLETT MANOR SUBDIVISION, BEING A RESUBDIVISION IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, POWISHIP 41 NORTH, RNAGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLACY OF BARTLETT IN COOK COUNTY, ILLINOIS) AND ALSO LOTS 6, 7, 10, 12 IN UNIT 1 IN BARTLETT MANOR SUBDIVISION, BEING A RESUBDIVISION IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF BARTLETT, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT 22449519 ON AUGUST 2. 1973. AND AMENDED BY DCCUMENT 22497434 TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND Olyny Clarks Office SET FORTH IN SAID DECLARATION AND SURVEY).

PIN# 06-35-305-051-1042

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