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95539710

AUG 16 1995



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

DEPT-01 RECORDING \$25.50
T90009 TRAN 8915 08/06/95 09:30:00
40219 # AH # -95-539710
COOK COUNTY RECORDER

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

This Mortgage is made on AUGUST 09 19 95 between the Mortgagor(s),
CHRISTOPHER B & MARTIN L SVBC FKA KRISTIN LEE HALLAHAN married to each other whose address is
411 E RIDGE RD, ARLINGTON HEIGHTS, IL 60004-2550

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 water rights.

B. Security. You owe the Bank the maximum principal sum of \$ 10,341.96 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 08/09/95, which is incorporated herein by reference. You must repay the full amount of the loan, including principal and interest, if not sooner due pursuant to your Agreement, no later than 08/09/00. 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 CITY of ARLINGTON HEIGHTS, COOK County, Illinois described as:

LOT 67 IN H.J. RICHARDT'S PINEGATE HIGHLANDS, BEING A SUBDIVISION OF THE SOUTH 1430 FEET OF THE EAST HALF OF THE NW QUARTER OF SECTION 17 TOWNSHIP 42 N, RANGE 11 E OF THE 3RD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED 5-27-1946 AS DOC# 13804648 IN COOK CO, ILL.

UNCLAMS) AND TITLE SERVICES # 20-8024

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Permanent Index No. 03-17-107-004
Property Address 411 EAST RIDGE, ARLINGTON HEIGHTS, IL 60004

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Property of Cook County Clerk's Office

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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 of the 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 do so, we add what we have paid to the amount you owe us under your Agreement with interest to be paid as provided in the Agreement.
3. Not to create any mortgage, security agreement, lien, claim, lease and rentals, or other interference with the power to enforce your interest in the property without our prior written consent, and then only when the instrument creating the lien expressly provides that it shall be subject to the terms of this Mortgage.
4. Keep the Property in good repair and not damage, destroy or otherwise devalue the Property.
5. Keep the Property insured against fire, theft, vandalism and other risks. You must have a policy with a lender approved insurer. The policy must be written in favor of the lender. You must name the lender as the mortgagee. The amount of the policy must be at least equal to the lesser of (a) the appraised value of the Property, or (b) the replacement cost of the Property, and you must pay the premium. If you do not do so, we can add what we have paid to the amount you owe us under your Agreement with interest to be paid as provided in the Agreement. All other provisions of the policy must be applicable to the benefit of the lender, whether or not in addition to the rebuilding of the Property.
6. Keep the Property covered by flood insurance if it is located in a special flood hazard zone.

(D) Environmental Condition. You shall not cause or permit the presence, dispersal, or release of any hazardous substances on, under, or near the Property. You shall not allow anyone else to do so on, under, or near the Property that is in violation of applicable environmental law. You shall promptly give us written notice of any governmental demand, lawsuit or other action by any governmental or regulatory agency or private party, or any investigation, cleanup 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 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) 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 to 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 205/4.1. The revolving credit line shall be governed by and construed in accordance with the Illinois Financial Services Development Act, 175 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:

X Jayne DePaese

X Christopher L. Svec
CHRISTOPHER L. SVEC

Print Name: Jayne DePaese

X Michele Murphy

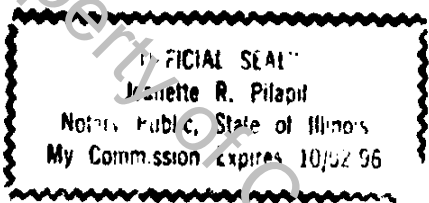
X Kristin Lee Hallahan / Kristin L. Svec
Mortgage KRISTIN LEE HALLAHAN
NKA Kristin L. Svec

Print Name: Michele Murphy

STATE OF ILLINOIS
COUNTY OF

I, JANETTE R. PILAPI a notary public in and for the above county and state, certify that
CHRISTOPHER L. SVEC & KRISTIN L. SVEC VIA KRISTIN LEE HALLAHAN 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 9TH

day of AUGUST, 19 95

X [Signature]

Notary Public, COOK County, Illinois

My Commission Expires:

When recorded, return to:

Drafted by:

JAYNE DE PAESE
600 NORTH MEACHAM ROAD
SCHMIDT, IL 60196

NBD - HOME EQUITY CENTER
600 NORTH MEACHAM ROAD
SCHMIDT, IL 60196



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Cook County Clerk's Office

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