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

DEPT-01 RECORDING

\$27.50

- T+0009 TRAN 8971 08/18/95 09:51:00 +0997 + AH *-95-546439
- - COOK COUNTY RECORDER

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

, 8422 W SUNNYSIDE, CHICAGO, IL 60656	or(s), ss is
and the Mortgagee, NBD Bank, whose address is 211 SOUTH WHEATON AVENUE, WHEATON, IL 60189	
(A) Definitions. (1) The words "borrower", "you" or "your." Incan 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 in the future. Property also includes anything a targed to or used in connection with the land or attached or used in the future well as proceeds, rents, income, royalties, etc. Property also includes all other rights in real or personal property you may ha owner of the land, including all mineral, oil, gas and/or water rights. (B) Security. You owe the Bank the maximum principal sum of \$\frac{50,000.00}{10000000000000000000000000000000	re, as ve as ve as of all ment ch is XXXXX all be ment, ty as

Permanent Index No.

12-14-104-021

8422 SUNNYSIDE, CHICAGO, Property Address___

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NBD 141-2991 Rev. 1/95

IL 60656

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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/or this Mortgage.
- (2) Pay all taxes, assessments and fiens 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 lien against your interest in the property without our prior written consent, and then only when the document granting that lien expressly provides that it shall be subject to the lie i of this Mortgage.
- (4) Keep the Property in good repair and not damage, destroy or substantially change the Property.
- (5) Keep the Property insured against loss or damage caused by fire or other hazards with an insurance carrier acceptable to us. The insurance policy must be payable to us and name us as Insured Mortgages for the amount of your loan. You must deliver a copy of an 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 op ion, 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.

- (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.
- (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 irvestigation that we deem necessary and to perform any envirormental 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 Morgage is found to be illegal or unenforceable, the other terms will still be in effect. This Agreement may secure "revolving credit" v. defined in 815 ILCS 205/4.1. The revolving credit line shall be governed by and construed in accordance with the Illine's 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 Mortgag	IAL COPY
Witnesses: Likimie F. Smite	X Morigagor ROBERT L OLSEN
Print Name: DEBRA A. OLSEN	X Morigagor BARBARA L OLSEA
STATE OF ILLINOIS) COUNTY OF COOK) CHRISTINE A SCHAR	
900	Subscribed and sworn to before me this 11TH
	day of AUGUST , 19 95
"OFFICIAL SEAL" CHRISTINE A. SCHAR, delay Fublic Cook County, State of III wis My Commission Expires 11,22797	X Chrustino G Schow CHRISTINE A. SCHAR Notary Public,COOKCounty, Illinois My Commission Expires: 11/24/97
Drafted by:	When recorded, return to:
THOMAS J HROZ 600 NORTH MEACHAM ROAD SCHAUMBURG, IL 60196 MAIL TO:	NBD - HOME EQUITY CENTER 500 NORTH MEACHAM ROAD SCHAUMBURG, IL 60196 52161202531 13D

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Addr-843 Sunmyside, Chicage II.

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