DEPT-01 RECORDING

\$25.50

T40001 TRAN 9592 09/13/95 08:57:00

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COOK COUNTY RECORDER

95612427

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

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

This Mortgage is made on		AUGUST		95 , between the Mortgagor(s
KERNETH J. HOLLE & 17	risk M. Holub, His V	ive as joint ten	NT _S	whose address is
14811 POREST EDGE 1		152-1346		والمستحدد والمستحد والمستهود والمرافقة والمهامة والمستحدد والمستحدد والمستحدد والمستحدد والمستحدد والمستحدد والمستحدد
and the Morigagee, NBD Bank 211 SOUTH WHEATON AVE		niea		
(A) Definitions.	NOST AUGUSTON THE AV	/143		***************************************
	'you" or "your, 'mean each N	Aortgagor, whether single	or joint, who si	gns below.
	our" and "Bank" mean the M			5
(3) The word "Property" me in the future. Property al well as proceeds, rents, i	ans the land described below so includes anything attached	 Property includes all build to or used in connection by also includes all other r 	ildings and impr	rovements now on the land or built attached or used in the future, a personal property you may have a
loans and disbursements	made by the Bank to you	pursuan' is a Home Equ	uity Credit Agn 08/29/95	the aggregate unpaid amount of al eement and Disclosure Statemer , which i
incorporated herein by refe	rence. The hard tell the		THE PERSON	the outstanding principal shall b
Salamin in your Agreemen		OCCUPANTAL STREET	. Interest on	the outstanding principal shall b
# - calculated on a fixed or var	iable rate as referenced by yo	ur Agreement. As securit	y for all amounts	s due to us under your Agreemen
				ces shall have the same priority a
			ofof	you convey, mortgage and warrar
	cord, the Property located in County, Illinois descri			
	County, manda desco	tred as:	0.1	I
LOT 11 IN POREST E	DGE SUBDIVISION OF 1	LOT 14 AND PARTS	of lots 15,	3 &
2. ALL IN ARTHUR Y	. HCINTOGH & COMPANY	r's midiothiae fa	RMR BEING	(A)

SECTION 9, TOMBEHIP 36 MORTH, RANGE 13, MAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ACCORING TO THE PLAT THEREOF RECORDED JUNE 19, 1916, AS DOCUMENT NUMBER 5900263, in COOK COUNTY, ILLINOIS.

28-09-321-011

Permanent Index No. 4811 FOREST EDGS LM, OAK FOREST, IL 60452

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Page 1 of 3

NBD 141-29H Rev. 1795

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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 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 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 lien 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 tire or other hazards with an insurance carrier acceptable to us. The insurance policy must be payable to us and name us as insured Mortgapes for 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 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 baiance 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 potified 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 comulative. 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 eavirenmental 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 win's ill 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 Il'inois Financial Services Development Act, 175 ILCS 675/1, et. seq. c/pon or at any time after the filing of a complaint to forcelore 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.

W.

Property of Cook County Clerk's Office

	By Signing Below, You Agree to All the Te	OFFICIAL COPY
	Witnessey	erms of This Mortgage.
	14 i 1 // /	Mortgagor Exempters of Mortan
	Print Name: BARBARA J. KOK	US
	Print Name: BARBARA J KOK X Dachare J Koke Print Name: BARBARA J. STATE OF ILLINOIS	x Denise M Holut
į	Print Name: BARBARA J.	Mortgagor DENTISS M. HOLLIS
	in Film Hame.	
	STATE OF ILLINOIS COUNTY OF COOL) ,, dd
	KENETH J. HOLDE & DENISS M.	notary public in and for the above county and state, certify that HOLLE, HIS WIPE AS JOINT TENNEY., personally known to me to
		abscribed to the foregoing instrument, appeared before me this day in person, and acknowl- the instrument as his/her/their free and voluntary act for the use and purposes therein set
,	forth.	the instrument as instrument free and voluntary act for the use and purposes dietern sec
	40	Subscribed and sworn to before me this 29131
		day of AUGUST
		Tanya M. LaBuda
		Aly Commission Expires 1/2/96
	•	County, Illinois
		My Commission Expires:
	Drafted by:	When recorded, return to:
	TANKA H LAMBA	HONE HOUTY CENTER
	600 NORTH MERCHAM ROAD SCHNUMBUNG, IL 60196	MAIL TO BLUNBURG, IL 60196
		52011617475 30I 22G
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