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NBD Bank Mortgage - Installment Loan or Line of Credit (Illinois) . DEPT-01 RECORDING

\$29.50

T\$0001 TRAN 0823 11/14/95 09:18:00

\$5379 \$ JM \*-95-783758

COOK COUNTY RECORDER

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

(Intiois)		·	•	
This Mortgage is made on		November 7		between the Mortgagor(s)
Standard Bank & Trust Co. a.	s Trustee.	U/T/A dated 6/2/9	3. Trust #13918	whose address is
7800 W. 95th, Hickory H111s	<u>. II. 60457</u>	. 175		<del></del>
ind the Mortgagee, NBD Bank, whele addr	ess is <u>211 58</u>	o. wneaton Ave.,	Wheaton, IL	<del></del>
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A) Definitions,	<u> </u>			21-00
(1)The words "borrower", "you" or "you				iw.
(2)The words "we", "us", "our" and "Ba		<b>U U</b>	U	
(3) The word "Property" means the land in the future. Property also includes a well as proceeds, rents, income, royal owner of the land, including all miner	anything attached lities, etc. For pert	I to or used in connection y also includes all other r	with the land or attach	ed or used in the future, as
B)Security. You owe the Bank the maximi	um principal sum	of 3103,000.00	or the agen	egate unpaid amount of all
loans and dishussements made by the				
("Agreement") or Installment Loan and So				, which is
incorporated herein by reference. You r				nterest, if not soooner due
pursuant to your Agreement, no later tha	• •	~ / / · /		standing principal shall be
calculated on a fixed or variable rate as t	referenced by you	ir Agreement. Ascurits	for all amounts due to	us under your Agreement,
including all future advances made with	in 20 years from	the date hereof, all of whi	cl future advances shall	I have the same priority as
the original loan, and all extensions, amo	endments, renewa	als or modifications of yo	or Agreement, you con-	vey, morigage and warrant
("Agreement") or Installment Loan and Sincorporated herein by reference. You repursuant to your Agreement, no later that calculated on a fixed or variable rate as a including all future advances made within the original loan, and all extensions, among to us, subject to liens of record, the ProCook	perty located in	the Village	of No	rthbrook .
CookCount	ty, Illinois descril	bed as:	4	
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See Exhibit "A" a	ittached and	l made a part here	95783758	
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Property Address 2044 Greenvi	ew ROBO, NO	rthbrook, IL 600	02	<u>V`</u>

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- (1)Pay all amounts when due under your Agreement, including interest, and to perform all duties of the loan
- (1)Pay all amounts when due un including interest, and to perform agreement and/or this Mortgage.

  (2)Pay all taxes, assessments and against the Property when they are the taxes, assessments or liens, we choose, and add what we have paid as under your Agreement with provided in that Agreement. (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 tien of this Mortgage.
  - (4) Keep the Property to good repair and not damage, destroy or substantially change the Property.
  - (5) Keep the Property insure a rainst loss or damage caused by fire or other hazards with an insurance carrier acceptable to us. The insurance rolley must be payable to us and name us as Insured Mortgagee 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 ortion, the insurance proceeds may be applied to the balant 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.

- If you do not keep the promises you made in this Morigage 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 ewe us under your Agreement is due immediately.
- (G)Emineut Domain. Notwithstanding any taking under the power of eminent domain, you shall continue to pay the debtin 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 impect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any envisormental remediation required under environmental law. Any investigation or remediation will be conducted solely for our cenefit and to protect our interests. If any term of this Montgage is found to be illegal or unenforceable, the other terms wil (301) be in effect. This Agreement may secure "revolving credit" or defined in \$15 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. ser,. Upon or at any time after the filing of a complaint to foreclass his mortgage, we shall be entitled to enter upon, take possession of and manage the Property and collect rents in person, by a gent or by judicially appointed receiver without notice and selore 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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Witnesses:	
x	X Mongagor Standard Bank & Trust Co. as Truste
Part Names	U/T/A dated 6/2/93, Trust #13918
Print Name:	
x Attest: Donne Dimer	x By: Dedestein Canil
DONNA DIVIERO, A.T.O.	Morigagor BRIDGETTE W. SCANLAN, AVP & T.O
Print Name:	
	See Attached Notary
STATE OF ILLINOIS )	·
COUNTY OF COOK )	
[,	a notary public in and for the above county and state, certify tha
	, personally known to me to
be the same person who is name is (or are) subscribe edged that he/she/they signed and delivered the ins forth.	ed to the foregoing instrument, appeared before me this day in person, and acknowl strument as his/her/their free and voluntary act for the use and purposes therein se
	Subscribed and sworn to before me this
- X	
	day of, 19
O <sub>j</sub> r.	x
	Notary Public,County, Illinois
	Hotaly Fublic,County, illinois
	My Commission Expires:
Drafted by:	When recorded, return to:
C Charman	MABRY - None Buity Center
G. Chapman 600 No. Meacham Road	or O No. Meacham Road
Schaumburg, IL 60196	Schuzburg, IL 60196
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SC. ESLOR

THIS MORTGAGE is executed by Standard Bank and Trust Company, not individually, but as Trustee under its Trust Number \_\_\_ exercise of the power and authority conferred upon the vested it as such trustee (and said Standard Bank and Trust Company hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be as creating any liability on Standard Bank and individually, to pay the said principal note indebtedness accruing hereunder, or to perform any convenants, either express or implied, herein contained, all such liability, if any being expressly waived by the holder hereof, its successors assigns, and by every person now or hereafter claiming any right or security hereunder, and that so far as Standard Bank and individually, its successors and assigns, are Trust Company, concerned. the legal holder or holders of said principal note and any persons to whom any indebtedness may be due hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien created, in the manner herein and in said principal note provided; provided, however this waiver shall in no way affect the personal liability of any comakers, co-signers or endorsers. oung

STATE OF ILLINOIS

SS

COUNTY OF COOK

I, the undersigned, a Notary Public in the State
DO HEREBY CERTIFY, that Bridgette W. Scanlan & Donna Diviero STANDARD BANK AND TRUST CO. and of said Bank who are personally known to me to be the same persons whose names are subscribed to instrument foregoing the AVP & T.O. and A.T.O., respectively appeared before me this day in person and acknowledged that they signed and delivered the said instruact and as the free and their own free and voluntary voluntary act of said Bank, as Trustee as a aforestid, for the 21.3 therein set forth; and and purposes then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as foresaid, for the uses and purposes there set forth.

GIVEN	under n	ny	hand	and	notarial	seal,	this	8th	day	of
November			19_	95	<b>•</b>					

OFFICIAL SEAL DIANE M. NOLAN Notary Public, State of Illinois My Commission Expires 2-08-97

PUBLIC

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## UNOFFICIAL C Legal Description

Address: 2044 Greenview Road, Glenview, IL 60025

04-16-301-039 Volume 132 P.I.N.

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#### PARCEL 1:

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THAT PART OF THE SOUTH 200.0 FEET OF THE EAST 160.0 FEET OF THE NORTH 400.0 FEET OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON A LINE 33.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE MEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SCUTHWEST 174 AFORESAID AND AT A POINT ON SAID LINE 230.0 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AFORESAID, A DISTANCE OF 100.0 FEET THENCE WEST PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SKID SECTION 16, A DISTANCE OF 125.0 FEET THENCE NORTH PARALLEL WITH THE EAST LINE OF THE LEGAL DESCRIPTION, A DISTANCE OF 70.0 FEET; THINCE, NORTH EASTERLY ALONG A LINE MAKING AN ANGLE OF 23 DEGREES 18 MINUTES 30 SECONDS TO THE RIGHT, WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 24.01 FEET THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF A DISTANCE OF 24.0 FEET; THENCE NORTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 14 DEGREES 28 MINUTES 45 SECONDS TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 37.0 FEET; THENCE EAST 60.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIE COMMONLY KNOWN AS 2044 GREENVIEW ROAD, NORTHBROOK, ILLINOIS.

#### PARCEL 2:

LOT 3 IN SOLAR GROVE SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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