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10-11-1995

DEPT-01 RECORDING \$29.50
70010 TRAN 3425 12/01/95 12:39:00
07023 4 CJ *-95-831701
COOK COUNTY RECORDER



**NBD Skokie Bank, N.A.
Mortgage - Installment
Loan or Line of Credit
(Illinois)**

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

This Mortgage is made on November 08 19 95 between the Mortgagor(s), LaSalle Trust N.A. Successor Trustee to LaSalle National Bank as Trustee* whose address is 2950
2650 N. Lakeview Rd. 3402, Chicago, IL 60614 *U/T/A Dated 1/15/82 & Known as Trust #104629
and the Mortgagee, NBD Skokie Bank, N.A., a national banking association, whose address is
8001 N. Lincoln Ave., Skokie, IL 60077

(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/or water rights.

(B) Security. You owe the Bank the maximum principal sum of \$ 55,000.00 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 11/08/95, 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 11/08/15. 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 Chicago Cook County, Illinois described as:

See Attached.

COREY MILLER
INVESTORS TITLE GUARANTEE, INC.

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Permanent Index No. 14-28-318-077-1311
Property Address 2650 N. Lakeview Rd. 3402, Chicago, IL 60614

52751425349 20E 38K

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Unit #3402 in 2650 Lakeview Condominium as delineated on the Survey of the following described real estate:

LOT 45 (EXCEPT THE SOUTHWESTERLY 16 FEET THEREOF) AND ALL OF LOTS 46, 47, 75, 76 AND 77, AND ALSO THE ALLEY VACATED PER CITY ORDINANCE PASSED AUGUST 10, 1970, LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOTS 75, 76 AND 77 AND ALSO THE ALLEY VACATED BY SAID ORDINANCE, LYING SOUTHEASTERLY OF AND ADJOINING THE SOUTHEASTERLY LINE OF LOTS 45, 46 AND 47 AND LYING NORTHEASTERLY OF THE SOUTHEASTERLY EXTENSION OF THE NORTHEASTERLY LINE OF THE SOUTHWESTERLY 16 FEET OF LOT 45, ALL IN ANDREWS SPAFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 IN OUT-LOT OR BLOCK 'A' OF WRIGHTWOOD BEING A SUBDIVISION OF THE SOUTH WEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO A TRIANGULAR STRIP OF LAND LYING EAST OF AND ADJOINING THE EASTERLY LINE OF SAID LOTS 76 AND 77 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 76; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOTS 76 AND 77 TO THE SOUTHEASTERLY CORNER OF SAID LOT 77; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 77 PRODUCED EASTERLY A DISTANCE OF 11 FEET; THENCE NORTHERLY IN A STRAIGHT LINE TO THE PLACE OF BEGINNING, IN ANDREWS SPAFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 IN OUT-LOT OR BLOCK 'A' OF WRIGHTWOOD, BEING A SUBDIVISION OF THE SOUTH WEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

which Survey is attached to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-laws for 2650 Lakeview Condominium Association recorded in the Office of the Recorder of Deeds of Cook County, Illinois, dated, August 1, 1979, as Document Number 25-131-915 together with its undivided percentage interest in the common elements

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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 fire or other hazards with an insurance carrier acceptable to us. The insurance policy 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 option, 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.

(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 for 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.

LaSalle National Trust, N.A. successor trustee to LaSalle National Bank as trustee
X and not personally under trust no. 104629
Mortgagor

Witnesses:

Print Name: _____

X By: _____
Mortgagor

VICE President

Print Name: _____

Attent: _____

Assistant Secretary

STATE OF ILLINOIS)

COUNTY OF Cook)

I, the undersigned

Corinne Bek, Vice President & Nancy A. Stack, Asst. Secretary of LaSalle National Trust, N.A.

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/her/their free and voluntary act for the use and purposes therein set forth.

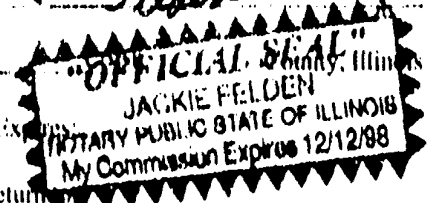
Subscribed and sworn to before me this ~~04th~~ 14th

day of NOVEMBER, 1995

X Jackie Felden

Notary Public, State of Illinois

My Commission Expires



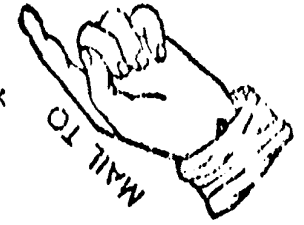
When recorded, return to

Drafted by:

NORMAN K SOLOMON
600 NORTH MEACHAM ROAD
SCHAUMBURG, IL 60196

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

5275 425349 20E 38K



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RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED November 9, 1995 **UNDER TRUST NO.** 104629

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 104629 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagor or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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