

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

UNOFFICIAL COPY

This Mortgage is made on

James M. Grant and Lynda J. Vieha, In Joint Tenancy
1319 Ashland, Wilmette, IL 60091
whose address is 211 South Wheaton Ave, Wheaton, IL 60189

10-94 between the Mortgagors,

whose address is

and the Mortgagee, NBD Bank,

95041606

(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 principal sum of \$ 100,000.00

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 or Installment Loan and Security Agreement ("Agreement") dated Dec., 20, 1994 which is incorporated herein by reference.

Interest on the outstanding principal shall be calculated on a fixed or variable rate as referenced by that Agreement. As security for all amounts due to us under that Agreement, including all future advances made within 20 years from the date hereof and all extensions, amendments, renewals, modifications of that Agreement, not to exceed the maximum principal sum of \$ 100,000.00, all of which future advances shall have the same priority as the original loan, you convey, mortgage and warrant to us subject to heirs of record, the Property located in the Village of Wilmette, Cook County, Illinois described as:

The East 1/2 of Lot 3 in Block 17 in Gage's Addition to the Village of Wilmette, a Subdivision in Sections 27 and 28, Township 42 North, Range 13, East of the Third Principal Meridian, reference being had to the Plat of said Gage's Addition recorded in Book 24 of Plats page 26, in Cook County, Illinois.

95041606

Permanent Index No 05-27-305-011

Property Address 1319 Ashland, Wilmette, IL 60091

DEPT-01 RECORDING \$25.00
T40000 TRAN 0592 01/19/95 12142100
96401 C.J. *-95-04 1606
COOK COUNTY RECORDER

(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 fees that are assessed against the Property when they are due. If you do not pay the taxes, assessments or fees, 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 Mortgagor 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, 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 on the Property is necessary, you shall promptly use 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.

By Signing Below, You Agree to All the Terms of This Mortgage.

Witnesses:

X James M. Grant, Mortgagor

X James M. Grant
Mortgagor

25.00
rec'd

Print Name:

X Lynda J. Vieha, Mortgagor

X Lynda J. Vieha
Mortgagor

Print Name:

STATE OF ILLINOIS
COUNTY OF Cook

I, the undersigned,

James M. Grant and Lynda J. Vieha, In Joint Tenancy

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 purpose therein set forth.

Subscribed and sworn to before me this

day of

December 1, 1994

20+

X

Paula Podvin
Notary Public
My Commission Expires:

4-1-98

95041606
TICOR TITLE INSURANCE
BOX 15

Drafted by:

NBD Bank
1603 Orrington Ave.
Evanston, IL 60204

Prepared by: Lucy Nesbitt

When recorded, return to:

NBD Bank
1603 Orrington Ave.
Evanston, IL 60204

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IN COPIES

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SAC'S OFFICE