



UNOFFICIAL COPY

This Mortgage is made on Dec. 20, 1994 between the Mortgagor(s), James M. Grant and Lynda J. Vieha, in Joint Tenancy whose address is 1319 Ashland Wilmette, IL 60091 and the Mortgagee, NBD Bank, 95041606

3 of 4 CH317352

(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 liens of record, the Property located in the Village of Wilmette of 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

DEPT-01 RECORDING \$25.00 T0000 TRAN 0592 01/19/95 12:42:00 66401 C.J. #--95-041606 COOK COUNTY RECORDER

Permanent Index No 05-27-335-011 Property Address 1319 Ashland Wilmette, IL 60091

- (C) Borrower's Promises. You promise to: (1) Pay all amounts when due under your Agreement... (2) Pay all taxes, assessments and liens... (3) Not execute any mortgage, security agreement... (4) Keep the Property in good repair and not damage... (5) Keep the Property insured against loss or damage... (6) Keep the Property covered by flood insurance... (D) Environmental Condition. You shall not cause or permit the presence, use, disposal or release of any hazardous substances... (E) Eminent Domain. Notwithstanding any taking under the power of eminent domain, you shall continue to pay the debt... (F) 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. (G) Other Terms. We do not give up any of our rights by delaying or failing to exercise them at any time. (H) Default. If you do not keep the promises you made in this Mortgage or you fail to meet the terms of your Agreement... (I) 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...

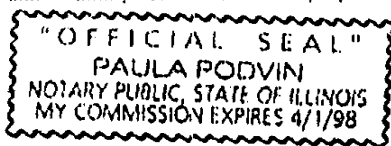
By Signing Below, You Agree to All the Terms of This Mortgage.

Witnesses: X [Signature] James M. Grant X [Signature] Lynda J. Vieha

25.00 ad

95041606

STATE OF ILLINOIS COUNTY OF Cook I, the undersigned, a notary public in and for the above county and state, certify that James M. Grant and Lynda J. Vieha, in Joint Tenancy personally known to me to be the same 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 day of December 20, 1994 Paula Podvin Cook County, Illinois My Commission Expires: 4-1-98

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

TICOR TITLE INSURANCE BOX 15

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Property of Cook County Clerk's Office

BANK COPY

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