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95090345

**Avenue Bank Northwest as trustee under trust Agreement Dated April 21, 1975 and known as trust number 24-N

95090345

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

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

This Mortgage is made on January 24, 19 95, between the Mortgagor(s), First Colonial Trust Co. Successor to First Colonial Bank Northeast F/K/A ** whose address is 30 N. Michigan Avenue, Chicago, Illinois 60602 and the Mortgagee, NBD Bank, whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187

(A) **Definitions.**

(1) The words "borrower", "you" or "your" 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 $ 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 ("Agreement") or Installment Loan and Security Agreement ("Agreement") dated 1/24/95 (PM), which is incorporated herein by reference. 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 Village of Northbrook, Cook County, Illinois described as:

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LOT 4 IN WOODMERE UNIT 2 BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 1986 AS DOCUMENT 86382894, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING $27.00
T#0014 TRAN 4103 02/07/95 10:11:00
#7540 # DW *-95-090345
COOK COUNTY RECORDER

Permanent Index No. 04-17-421-013
Property Address 2900 Woodmere Drive, Northbrook, Illinois 60062

NBD 1D 890 Rev 1/90

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BANK COPY

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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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SEE EXCULPATORY RIDER ATTACHED & MADE A PART HEREOF

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

Witnesses:

x Sandra D. Maldonado

Print Name: Sandra D. Maldonado

x Tim Moran

Print Name: Tim Moran

x Angela McClain Land Trust Officer

Mortgagor First Colonial Trust Company successor to First Colonial Bank Northeast F/K/A Avenue Bank Northwest as trustee under trust agreement dated April 21, 1975 and known as trust number 24-N

x

Attest: Joyce A. Madsen

Land Trust Officer

STATE OF ILLINOIS)

COUNTY OF)

I, JUDITH E. JOHNSON, a notary public in and for the above county and state, certify that Angela McClain Land Trust Officer & Joyce A. Madsen Land Trust Officer of First Colonial Trust Co., personally known to me to 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 herein set forth.

Subscribed and sworn to before me this 25th

day of January, 19 95

x Judith E. Johnson

Notary Public, County, Illinois

My Commission Expires:

" OFFICIAL SEAL "
JUDITH E. JOHNSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/13/96

When recorded, return to:

Drafted by:

95090345

BANK COPY

This Mortgage is executed by First Colonial Trust Company, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said First Colonial 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 construed as creating any liability on the said Trustee or on said First Colonial Trust Company personally to pay the said Note or any interest that may accrued thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said First Colonial Trust Company personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

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