95100530

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

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DEPT-01 RECORDING \$27.00 T#0001 TRAN 7047 02/10/95 09:26:00 #7345 # CG #-95-100530 COOK COUNTY RECORDER

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

(####### 2057		•	•	•
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This Mortgage is made on	Feb. 3	, 19 95, between the Mortgagor(s).
Lowell Kraff and Caryn Kraff, h	usband and wife, as Tenant	ts by the Entiretywhose address is
201 E. Waltor Plinit C _Chi	cago. IL 60611	
and the Mortgagee, NBD Bank, whose address is	211 South Wheaton Ave	3
	Wheaton. IL 60189	
(A) Definitions.		
(1)The words "borrower", "you" or "your," a	iean each Mortgagor, whether single o	r joint, who signs below.
(2) The words "we", "us", "our" and "Bank" n	is an the Mortgagee and its successors	or assigns.
in the future. Property also includes anythi	ng a tached to or used in connection w itc. Proscriy also includes all other rig	lings and improvements now on the land or built with the land or attached or used in the future, as lifts in real or personal property you may have as
(B)Security, You owe the Bank the maximum pri	incipal sum of 1 _186,000.00	or the aggregate unpaid amount of all
Loans and disbursements made by the Ban	k to you pursuant to a Home Equit	y Credit Agreement and Disclosure Statement 📶
("Agreement") or It stallment Loan and Security	y Agreement ("Agreement") dated	Feb 3, 1995
incorporated hereit by reference. XHXXXXXX	kakaralahaaakaakkakakakak	🧲 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
СХХ ХИКФОИВЕККО ИСПОЗИСТВЕННЯ КОКИОНИ <mark>С</mark>	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	${f x}$. Interest on the outstanding principal shall be \sim
and add and a fixed or variable rate as refered	iced by your Agreement. Assecurity [or 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

See Exhibit "A" attached and made a part hereof.

RELITITE GUARANTY GODEN # 75064 1001

Permanent Index No. 17-03-208-013_Volume 496
Property Address 240E. Walton Pl. Unit C Chicago, IL 60611

to us, subject to liens of record, the Property located in the ____ City_

County, Illinois described as:

27 m

BOX 169

__ Chicago.

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DEP C-01 RECORDENCE 127 00 140001 TRINK 7049 02/10/25 09 26 60 47345 # CG # CG # CG COOK COUNTY RECORDER

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Contract Contract

(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 acainst 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 Mortgages for the amount of your toan. You must deliver a copy of do 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 ove us under your Agreement with incress 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 designate, 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 aws.

- 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 Safe, 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.
- (GrEminent 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.
- (11) Waiver of Homestead Right, You hereby release and waive all rights under and by write of the homestead exemption laws of the State of Illinois.
- d) 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 resestigation that we deem necessary and to perform any enspormental remediation required under environmental law hay investigation or remediation will be conducted solely for our cenefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms with a ll be in effect. This Agreement may secure "revolving credit" as defined in 815 H.CS 205/4.1. The revolving credit line shall be governed by and construed in accordance with the Illimis Financial Services Development Act, 175 ILCS 675/1, et. ser, Upon or at any time after the filing of a complaint to foreclos, 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 indicial sale. You agree to pay all of our fees including attorney's fees, receiver's fees and court costs upon the filing of a foreelosure complaint.

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Stock County Clerk's Office

• • •	Below, You Agree to All the T acree Torce		AL COPY	Kraft.
	:CARMEN_TORRE	ς	Mongagor Lowell Kraff	<i>'</i>
			Mortgagor Carynykraff	W/
Print Name	:		Simple Our yright urr	VV
STATE OF COUNTY O	OF Cook)	a notary public in and for the a	bove county and state, certify that
be the same edged that I	person whose name is (or are) s	ubscribed to the foregoing	instrument, appeared before me their free and voluntary act for Subscribed and sworn to day of	personally known to me to e this day in person, and acknowler the use and purposes therein set the fore me this 3 x d 19 9 5
Drafted by:	Al Anthony NED Bank 1603 Orrington Ave. Evanston, IL 60204	"OFFICIA JEROE B. NOTARY PUBLIC, ST My Commission E)	When recorded, return to: NBD Bai	nk - Home Equity Center rth Meacham Rd. burg, IL 60196

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Control Office

LEGAL DESCRIPTION

PARCEL 1: UNIT "C" IN THE 210 EAST WALTON CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: A PARCEL OF LAND COMPRISED OF PARTS OF LOTS 35 AND 36 TOGETHER WITH A PART OF THE EAST 33 FEET OF LOT 34, ALL IN FITSIMMON'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 8 IN THE CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON APRIL 7, 1994 AS DOCUMENT 94311302, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS. EGRESS AND ACCESS TO AND OVER THE DRIVEWAY LOCATED ON THE PROPERTY WEST OF AND ADJOINING THE LAND. AS CREATED AND SET FORTH IN THE DECLARATION OF COVENANTS. CONDITIONS. RESTRICTIONS AND EASEMENTS RECORDED ON APRIL 7, 1994 AS DOCUMENT 94311800

PARCEL 3: EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR STRUCTURAL SUPPORT, ACCESS TO AND MAINTENANCE AND USE OF COMMON FACILITIES, ENCROACHMENTS, USE OF THE GARDEN AREA AND COMMON WALLS, FLOORS AND CEILINGS LOCATED ON THE PROPERTY NORTH OF AND ADJOINING THE LAND, AS CREATED AND SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED ON APRIL 7, 1994 AS DOCUMENT 94311800.

PARCEL 4: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR CONSTRUCTION AND MAINTENANCE OF A DOORWAY TO PROVIDE ACCESS TO AND FROM THE GARAGE FACTLITY LOCATED ON THE PROPERTY NORTH OF AND ADJOINING THE LAND. AS CREATED AND SET FORTH IN THE DECLARATION OF COVENANTS. CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED ON APRIL 7, 1994 AS DOCUMENT 94311800.

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