95126150

NBD Bank B

(Illinois)

DEPT-11 RECORD TOR \$27.5 T-0013 TRAN 1572 02/23/95 11:17:00 #3116 # AP *-95-126150 COUNTY RECORDER

Mortgage - Installment Loan or Line of Credit

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

		385050124945
This Mortgage is made or	January 5,	
John M. Duff and Cather	cine A. Duff, his wife,	, 19 95 , between the Mortgagor(s), as Joint Tenants whose address is
805 S. Kenilyorth, Oal	k Park, IL 60304	
and the Mortgagee, NBD Bank, whice add	ress is 211 South Wheaton	Avenue, Wheaton, Illinois 60187
	Control with the control of the cont	and the second of the second o
(A) Definitions.		
(1) The words "borrower", "you" or "y	ws" mean each Mortgagor, whether sing	gle or joint, who signs below.
(2) The words "we", "us", "our" and "Ba	ank" prear the Mortgagee and its success	sors or assigns.
in the future. Property also includes well as proceeds, rents, income, roya owner of the land, including all mine	anything att: ched to or used in connection alties, etc. Property also includes all other ral, oil, gas and/cr water rights.	ouildings and improvements now on the land or built on with the land or attached or used in the future, as r rights in real or personal property you may have as
(B)Security. You owe the Bank the maxim	um principal sum of \$50,000.00	or the aggregate impaid amount of all
loans and disbursements made by the ("Agreement") or Installment Loan and S	e Bank to you pursuance) a Home E ecurity Agreement ("Agreement") dated	quity Credit Agreement and Disclosure Statement January 5, 1995, which is
incorporated herein by reference. እንዚህ አንድ እንደ	ĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸ ĸĸĸĸĸĸĸĸĸĸĸĸĸ	xixxxixixxxixxixxxxxxxxxxxxxxxxxxxxxxx
calculated on a fixed or variable rate as	referenced by your Agreement. As accur	ity for all amounts due to us under your Agreement,
including all future advances made with	in 20 years from the date hereof, all of (hich future advances shall have the same priority as
		yor. Agreement, you convey, mortgage and warrant
		of Oak Park .
CookCoun	ty, Illinois described as:	4'

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

95126150

Permanent Index No. 16-18-131-020
Property Address 805 S. Kenilworth, Oak Park, IL 60304 Property Address____

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we Exhibit "A" attached and made a part beroof.

Provident Andrew Mon. 16-16-131-020

805 S. Renilvorth, Car Gott E. 60004

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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 Len of this Mortgage.
- (4) Keep the Property in good repair and not damage, destroy or substantially change the Property.
- (5) Keep the Property insured spainst loss or damage caused by fire or other hazards with an insurance carrier acceptable to us. The insurance oclicy must be payable to us and name us as Insured Mortgage 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 baid 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 self 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 Damain. 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.
- (II) Walver 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 lay stigation 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 with ill be in effect. This Agreement may secure "revolving credit is defined in 815 H.CS 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. c'pon or at any time after the filing of a complaint to forcelose 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 Witnesses: Mortgagor STATE OF ILLINOIS John M. Duff and Catherine A. Duff

the same person which promise the same person which person person which person person which person p COUNTY OF Cook 1. Marcia L. Gulbrandsen , 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 be skeethey supped and delivered the instrument as his/her/their free and voluntary act for the use and purposes therein set forth. 5th Subscribed and sworn to before me this day of January Notary Public, ___County, Illinois My Commission Expires: 6-20-96 When recorded, return to: Drafted by: NBD Consumer Loans Operations Center Helen Dimis 600 N. Meacham Rd., Suite #307 NBD Bank - Chicago Office Schaumburg, Illinois 60196 Conts Office 307 N. Michigan Avenue Chicago, Illinois 60601

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Address of Property: (0) S. Kenilworth Avenue, Oak Park Cook County

Permanent Real Estate Index Number: 16-18-131-020

Legal Description: Lot 2 and the N. 2 1/2 ft. of Lot 3 in Block 11 in Hulbert's Subdivision of the W 1/2 of Lot 2 in Subdivision of Section 18. Township 39 North, Range 13, East of the Third Principal Meridian (except the W 1/2 of the SW 1/4 thereof), in Cook County, Illinois.

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