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BOX 169

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Dr. Bray graycog

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

DEPT-01 RECORDING

\$25.00

740011 TRAN 6402 04/06/95 09:53:00

COOK COUNTY RECORDER

95229**999** 

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

This Mortgage is made on PATRICK M O'CONHOR W/K/A DIANE & O'CONHOR W/K/A DIANE	APRIL ANA A O'COM	03 19 WOR, marrie	95 between the Mortgagor(s), id to each whose address is
506 CLAIRE LM, PROSPECT HEIGHTS , IL 60070-1614			other
and the Morigagee, NBD Bank, whose address is 211 SOUTH WHEATON AVENUE, APEATON, IL 60189	and and the second seco	anas as dans ye isa sasi di sa day e dada da d	entre productive de la companya de La companya de la co
(A) Definitions.  (D) The words "borrower", "you" or "yours" mean each Morigagor.  (2) The words "non" "as" "our" and "Bonk" mean the Morigagor at	whether single o	r joint, who sig	as below.

- (3) The word "Property" means the land described below. Property includes all buildings and improvements now on the land or binh in the future. Property also includes anything a tarbed to or used in connection with the land or attached or used in the future, as well as proceeds, rents, income, royalnes, etc. Properly 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.

100,000.00 or the aggregate impaid amount of all (B) Security. You owe the Bank the maximum principal sum of \( \) fours and dishursements made by the Bank to you pursuam to a Home Equity Credit Agreement and Disclosure Statement ("Agreement") or Installment Loan and Security Agreement ("Agreen ent") dated 04/03/95 incorporated herein by reference. У **КХИХККУКУКИХУКИХУКИХКИКУСТ В МКХИХИККИНКИКИХИХИКОВЕССИТЕНСЕ В В** 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 is ture advances shall have the same priority as the original loan, and all extensions, amendments, renewals or modifications of your 👌 a rement, you convey, mortgage and warrant of PROSPECT HEIGHTS to us, subject to liens of record, the Property located in the \_\_CITY\_\_\_\_\_ County, Illinois described as:

LOT 48 IN LAKE CLAIRE ESTATES, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index No. 03-23-316-008 Property Address 506 CLAIRE LANE, PROSPECT HEIGHTS , IL 60070

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Page 1 of 3

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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, it 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 hen expressly provides that it shall be subject to the hen of this Mortgage.
  - (4)Keep the Property (a g )od repair and not damage, destroy or substantially change the Property
  - (5) Keep the Property insured agreest loss or damage caused by fire or other hazards with an insurance carrier acceptable to us. The insurance gaincy must be payable to us and name us as histired Mortgagee for the amount of your loan. You must deliver a copy or 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 good to the amount you owe us under your Agreement with inorest to be paid as provided in the loan agreement. At our ordon, 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.

- Applicable, It son 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. It 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. It 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 temediation 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 as 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.
- (1) 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 prestigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mongage is found to be illegal or unenforceable, the other terms will sold be in effect. This Agreement may secure "revolving credit" a defined in 815 ILCS 205/4.1. The revolving credit line shall be governed by and construed in accordance with the Illiho's Financial Services Development Act, 175 H.CS 675/1, et. sec. Upon or at any time after the filing of a complaint to foreclass flas 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 refore 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 forcelosure complaint.

Property of Coot County Clert's Office

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By Signing Below, You Agree to All the Terms of This Morgangs.	AL COPY
x Dozety Lev Hell (	X Fetal 92 Channel PATRICK H OCONHOR
Print Name: Dir Sitt & NOTETHERLE  X Manual Whis ( Print Name: MARIA G. YEKSI 61 an	Diana A. O'Connor
STATE OF HELINOIS  COUNTY OF Cook  I. the undersigned PATRICK H O'CONNOR & DIANE A O'CONNOR A/K/A I be the same person who e name is (or are) subscribed to the foregoing	instrument, appeared before me this day in person, and acknowl-
edged that he/she/they signed and delivered the instrument as his/he forth.  **CFFICIAL SEAL***  **KAREY BESTHOFF**  **Lake County**  **My Commission Expires 6/20/97	Subscribed and sworn to before me this
Drafted by:	When recorded, return to:
KAREN L BESTHOPP 600 NORTH MEACHAM ROAD SCHAUMBURG, IL 60196	NBD - HOME EQUITY CENTER 600 NORTH MEACHAM ROAD 8CHRUMBURG, IL 60196 50741306351 11G 21G)

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