NBD 141-2991 Rev. 1/95

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	BELTITLE BUILDING V ODDES II T WOLGY	C OFFICIAL PROPERTY OF A SECOND OF A SECON
	REI TITLE GUARINTY ORDER #	COOK COUNTY RECORDER
	/ CE= /	R DEPT-01 RECORDING \$25
	SHAPS IN L.L.	. 740001 TRAN 8020 05/04/95 10:33:0 . 43743 ÷ C.G. *-95-2943
N3	NBD Bank Mortogoe - Installment	COOK COUNTY RECORDER
ii. Za	Mortgage - Installment Loan or Line of Credit	F February
	(Hinois)	(Note: This Space For Recorder's Use Only)
1708		IUSBAND AND WIFE whose address is L 60004-3520
211 80	Mortgagge, NBD Bank, which address is BOUTH WHEATON AVENUE, WHEATON, IL	
(A) Defin	iltions.	to the contraction of the contra
(2)The	se words "we", "us", "our" and "Bank" meas the f	h Mortgagor, whether single or joint, who signs below. Mortgagee and its successors or assigns.
(3)The in the well own	ne word "Property" means the land described helo the future. Property also includes anything attach ell as proceeds, rents, income, royalties, etc. Prope wher of the land, including all mineral, oil, gas and	ow. Property includes all buildings and improvements now on the land or built hed to or used in connection with the land or attached or used in the future, as be ty also includes all other rights in real or personal property you may have as a water rights.
(B)Securi	rity. You owe the Bank the maximum principal Su	um of \$ 90,000.00 or the aggregate unpaid amount of all
loans	and disbursements made by the Bank to you	n pursuant of a Home Equity Credit Agreement and Disclosure Statement
("Agre	cement") or Installment Loan and Security Agreem	n pursuant to a Home Equity Credit Agreement and Disclosure Statement ment ("Agreement") dated 04/22/95 , which is compared to the content of
D S meaning	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	(XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
40 calcula	ated on a fixed or variable rate as referenced by y	
the orig	iginal loan, and all extensions, amendments, renev	m the date hereof, all of phice future advances shall have the same priority as swals or modifications of you. Agreement, you convey, mortgage and warrant
to us.	ginal loan, and an extensions, amountained, sensions to liens of record, the Property located i	in the TOWNSHIP of WHEBLING
COOK		
T.OT	r 70 in Harris prospect park unit	NUMBER 1, BEING A SUBDIVISION OF
PAR'	RT OF THE SOUTH 1/2 OF THE SOUTHWI	EST 1/4 OF SECTION 16, TOWNS! IP 42
MOR'	RTH, RANGE 11, EAST OF THE THIRD F	PRINCIPAL HERIDAN, IN COOK COUNTY,
ILL	LIMOIS.	
	portug pr pr	CORDED TO ADD MARITAL STATUS ****
*	*** THIS MORTGAGE IS BEING KE-KE	CORDED TO ADD MARITAL STATUS ****
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MORTH, RAREL J EAST OF THE THIRD PRINCIPAL HERLDAR, IN COOK COUNTY, ILLEANNEL.

Bearing & Drait met

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- (C) Dorrower's Prantises. You promise to:
 - (1)Pay all umounts 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 hens, 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 inc. Len of this Mortgage.
 - (4) Keep the Property in good repair and not damage, destroy or substantially champe 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 me 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 oaid to the amount you owe us under your Agreement with interest to be paid as provided in the loan agreement. At our eprion, the insurance proceeds may be applied to the balance of the loan, whether or not due, or to the rebuilding of the Property.
 - (b)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.

- (b) Infault. Herou do not keep the promises you made in this Morigage or you fail to neet 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 tees and then to the amount you owe us under your Agreement.
- (F) Due on Sale. It 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 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 imestigation that we deem necessary and to perform any entarymmental remediation required under environmental law. Any investigation or remediation will be conducted solely to our benefit and to protect our interests. If any term of this Moreyage is found to be illegal or unenforceable, the other terms with titt be in effect. This Agreement may secure "revolving credit" as defined in 815 ILCS 205/4.1. The revolving credit lin; shall be governed by and construed in ... accordance with the Illi ois Financial Services Development Act, 175 ILCS 675/1, et. s.q. Vpon or at any time after the filing of a complaint to force is 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 or our fees including ... attorney's fees, receiver's fees and court costs upon the filing ** of a foreclosure complaint.

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Serry Or Coot County Clerk's Office

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By Signing Below, You Agree to All the Terms of This Mortgage. Witnesses: X . Approximate the property of the party of Print Name STATE OF ILLINOIS COUNTY OF COOK 1. DAVID E. SCHULTZ RANDIS L. SCHULTZ, HUSBAND AND WIFE personally known to me to be the same person who e name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/fney 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 22ND day of APRIL "OFFICIAL SEAL" 1. A. BAKER Notary Public, State of Illinoi-My Commission Expires 8/18, 97 COCK . County, Illinois

Drafted by:

IRENE A BAKER 600 NORTH MEACHAM ROAD SCHAUMBURG, IL 60196

My Commission Expires: 8/18/97. When recorded, return to:

MBD - HOME EQUITY CENTER

600 NORTH MEACHAM ROAD SCPAUMBURG, IL 60196

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KANDIS L SCHULTZ

BAVID S. BEHUURE KANTIS L. SCHULTE

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