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Reite 76555 1091 Box 169

DEPT-01 RECORDING \$25.00 T#0011 TRAN 7026 06/02/95 09:59:00

45535 + RV #-95-356787

COOK COUNTY RECORDER

N³

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

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

This Mortgage is made or	Ô	MAX	22 . 19 95 . 1	between the Mortgagor(s).
JOHN P. TOFANO AM	d audrey H. Tofano, His W			
and the state of t	OUNT PAOSPECT, IL 60056-2			
and the Mortgagee, NBD 211 SOUTH WHEATON	Hank, whos oddress is AVENUE STREATON, IL 601	89	ر الله المراجع المراجع والمراجع المراجع	ما ما ما در المراقع المواقع ال والمواقع المواقع المواق
(A) Definitions.	Ox			
(1)The words "borrow	er", "you" or "your," mean each Mort	gagor, whether single (or joint, who signs belo	W.
(2) The words "we", "a	is", "our" and "Bank" it can the Mortg	agee and its successors	orassigns.	
(3) The word "Property in the future, Prope well as proceeds, re	"means the land described on ow. Prorty also includes anything anarine I to ents, income, royalties, etc. Propers all neluding all mineral, oil, gas and/or was	operty includes all build or used in connection viso includes all other rig	dings and improvement with the land or attache	al or used in the lattife, as
toans and disburseme	Bank the maximum principal sum of ents made by the Bank to you purs Ilment Loan and Security Agreement (**	uam 😕 a Home Equi	ty Credit Agreement (and Disclosure Statement
Lagreement For insta	reference. YHXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	KAKKKAKKKA, A "AKAMI VELCCIII (L. VIII CI """)	imaka rraganjawa i	CHANALAMANAMANA ANA
1 KKKKKKOKKOKOKKK	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXX interest on the out	standing principal shall be
calculated on a fixed of including all future ad- the original loan, and a to us, subject to fiens	or variable rate as referenced by your A vances made within 20 years from the all extensions, amendments, renewals of of record, the Property located in the County, Illinois described	greement. As security date hereof, all of which or modifications of you VILLAGE	for all amounts due to the future advances shall are ement, you conv	us under your Agreement, I have the same priority as
	SBURG ESTATES, BEING A SU		RT OF THE	

LOT 5 IN GETTYSBURG ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TR DEREG 92925656 535678

Permanent index No. 08-11-105-028
Property Address 309 BOBBY LANE, MOUNT PROSPECT, IL 60056

51211541457 25K 14G Page 1 of 3

SBD 141-2991 Rev. 1/93

Windshop.

95356787

Property of Cook Colling Clerk's Office

A CONTRACTOR OF THE CONTRACTOR

(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 as 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 fich against your interest in the property without our prior written consent, and then only when the document granting that her expressly provides that it shall be subject to the her of this Mortgage.
- (4) Keep the Property in pool 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 Mortgagie 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 offerest to be paid as provided in the loan agreement. At our orthog, 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) Defailft. If you do not keep the promoses you made in this Mortginge or you tail 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 fimited 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.
- (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. Phis shall include the right to perform any environmental in elagation that we deem necessary and to perform any environmental remediation required under environmental law. Any investigation or remediation will be conducted solely for our banefit 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" is defined in 815 ILCS 205/4.1. The revolving credit line shall be governed by and construed in accordance with the Illmois Facucial 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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By Signing Below, You Agree to All the Terms of This Mortgag	
Witnesses:	
X	* John C Johann
Print Name.	Mortphilir JOHN P. TOPANO
X	Mortgager AUDREY M. TOPAHO
Print Name:	Hootestylle Tostado ()
STATE OF ILLINOIS) COUNTY OF COOK)	
JOHN P. TOPANO AND AUDREY H. TOPANO, HIS WIF	, a notary public in and for the above county and state, certify that TENANTS , personally known to me to
be the same person where name is (or are) subscribed to the forego	ing instrument, appeared before me this day in person, and acknowl her/their free and voluntary act for the use and purposes therein se
Acceptage selection acceptage acceptage	Subscribed and sworn to before me this 22MD
"OFFICIAL SEAL." MARGARET J. ANDERSEN	day of MAY 19 95
MARGARET Netary Public, State of 11 mins Netary Public, State of 11 mins My Commission Expires 1777/08 My Commission Expires 1777/08	Margaret & Arderson
Boorocco	Notary Public, Lake County, Illinois
94	My Commission Expires: 7-27-98
Drafted by:	When recorded, return to:
Joan H Jamieson	ATD - HOME EQUITY CENTER
600 NORTH MEACHAM ROAD	600 NORTH MEACHAM ROAD
SCHAUMBURG, IL 60196	Subsured, II 60190
	AND - HOME EQUITY CENTER 600 NORTH MEACHAM ROAD SCHAUMBURG, IL 60196 51211541457 25K 14G
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