DEPT-01 RECORDING

T40001 TRAN 8424 06/12/95 09:39:00

10446 + AP #-95-377285

COOK COUNTY RECORDER

95377285



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

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

This Mortgage is made or. RICHARD HINT, SINCIE			tween the Mortgagor(s), whose address is
7523 N SEELEV AGE TO F, CHICAGO, IL 60645 and the Mortgagee, NBD Bank, whose address is 211 SOUTH WHEATON AVENUE, MEATON, IL 60185		and a surple and the form the case is particularly (the State II and payment of the Contract III and the Contract III and the Contract III and the Contract II and the	95377285
 (A) Definitions. (1) The words "borrower", "you" or "you, s" mean each Mortgage (2) The words "we", "us", "our" and "Bank" room, the Mortgage (3) The word "Property" means the land described below. Propenty also includes anything attached to owell as proceeds, rents, income, royalties, etc. Propenty also 	gee and its successors of perty includes all build r used in connection we r includes all other rigi	or assigns. ings and improvements ith the land or attached	now on the land or built or used in the future, as
owner of the land, including all mineral, oil, gas and/ci wat (B)Security. You owe the Bank the maximum principal sum o \$ loans and disbursements made by the Bank to you pursua ("Agreement") or Installment Loan and Security Agreement ("A incorporated herein by reference. YESCHOOFLY DEXICOSORY	er rights, 22,000.00 v.(1) a Home Equity arm covet the trade 0	or the aggreg	ate in paid amount of all id Disclosure Statement
calculated on a fixed or variable rate as referenced by your Ag including all future advances made within 20 years from the dathe original loan, and all extensions, amendments, renewals or	reement. As security (ite hereof, all of which	Interest on the outsta or all amounts due to us Future advances shall b	inding principal shall be under your Agreement, nave the same priority as
to us, subject to liens of record, the Property located in the County, Illinois described a	CITY	of CHICAG	O company town poetry purpose and meteorogous and the company of t

SEE ATTACHED LEGAL

Page 1 of 3

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SOUTH WEATON AVENUE, WIEATON, TL. 60189

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NORTH SEELEY, CHICAGO, IL 60645

(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 against loss or damage caused by fire or other hazards with an insurance earrier acceptable to us. The insurance policy must be payable to us and name us as Insured Mortgages 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 interest to be paid as provided in the loan agreement. At car option, the insurance proceeds may be applied to the baltarce 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.

- (B) Default, If you do not keep the promises you made in this Mortgage or you fail to theet 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 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 vs.
- (H) Wniver of Homestend Right. You hereby release and wnive all rights under and by virtue of the homestend 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 low Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Martgage is found to be illegal or unenforceable, the other terms vall still be in effect. This Agreement may secure "revolving crech" as defined in 815 ILCS 205/4.1. The revolving credit fire shall be governed by and construed in accordance with the Uhnois Financial Services Development Act, 175 ILCS 675/1, et. eq. Jpon or at any time after the filing of a complaint to forcels: this mortgage, we shall be entitled to enter upon, take porsession 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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STATE OF ILLINOIS COUNTY OF COOK

I. Jo poor 19. Cook

RICHARD HUNT, SINGLE

RICHARD HUNT, SINGLE

My Sigoing Below: You Agree

V/Imesses:

be the same person where manne is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowle edged that he/she/they sleaved and delivered the instrument as his/her/their free and voluntary act for the use and purposes therein set forth.

"OFFICIAL STAL"

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My Consolution Liplies 12/9/97

Subscribed and swarn to before me this ... 478

Cook County, Illinois

My Commission Expires: 12-9-9-7

When recorded, return to:

SCHUMERS. IL

51521451323

Drafted by:

AL 400 NORTH MEA SCHAUMBURG, IL

MAIL TO:

RICHARD D. HUNT, SINGLE

RECORDER SERVER. SERVERE

HIS

ANTHURY GOO MIRTH MEALTIAM ROAD

SCHARRIGHA, IL 67196

Or Coot County Clark's Office 600 NORTH HEACHAM ROAD SCHAUBBURG, II. 60196

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LEGAL DESCRIPTION

UNIT #3 IN 7523 NORTH SEELEY CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE N 16.01 FRET OF LOT 7 & LOT 8 (EXCEPT THE N 10.51 FEET) OF OWNER'S SUBDIVISION OF PARTS OF LOT 14 IN ASSESSOR'S DIVISION OF PART OF THE SW FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS RTTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM FILED 11-15-77 AS DOCUMENT #2981496, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN: 11-30-317-030-1003
Common Address: 7523 N. Seeley, Unit #3, Chicago, IL 60645

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Property of Cook County Clerk's Office