

DEPT-01 RECORDING \$29.00
T00012 TRAN 0811 06/03/96 11:22:00
#1636 # CG *-96-417423
COOK COUNTY RECORDER



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

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

29.00
206

H 96 00576

This Mortgage is made on May 7, 1996, between the Mortgagor(s), First National Bank of Evergreen Park as Successor to Oak Lawn Trust & Savings Bank As Trustee Under Trust Agreement Dated February 11, 1977 Known As Trust Number 408, Now Known As Trust Number 990408, and the Mortgagee, NBD Bank, whose address is 211 South Wheaton Avenue, Wheaton, IL 60189

(A) Definitions.

- (1) The words "borrower", "you" or "yours" mean each Mortgagor, whether single or joint, who signs below.
- (2) The words "we", "us", "our" and "Bank" mean the Mortgagee and its successors or assigns.
- (3) The word "Property" means the land described below. Property includes all buildings and improvements now on the land or built in the future. Property also includes anything attached to or used in connection with the land or attached or used in the future, as well as proceeds, rents, income, royalties, etc. Property 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.

(B) Security. You owe the Bank the maximum principal sum of \$100,000.00 or the aggregate unpaid amount of all loans and disbursements made by the Bank to you pursuant to a Home Equity Credit Agreement and Disclosure Statement ("Agreement") or Installment Loan and Security Agreement ("Agreement") dated May 7, 1996, which is incorporated herein by reference. You must repay the full amount of the loan, including principal and interest, if not sooner due pursuant to your Agreement, no later than May 7, 2016. Interest on the outstanding principal shall be 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 future advances shall have the same priority as the original loan, and all extensions, amendments, renewals or modifications of your Agreement, you convey, mortgage and warrant to us, subject to liens of record, the Property located in the Village of Palos Hills, Cook County, Illinois described as:

LOT 18 IN FREDERICK H. BARTLETT'S PALOS HILLS, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 10, AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO PLAT RECORDED ON OCTOBER 29, 1924 AS DOCUMENT 8650733 IN COOK COUNTY, ILLINOIS.

BOX 383-CTI

96417423

Permanent Index No. 23-10-407-003-0000
Property Address 10325 S. 90th Ave., Palos Hills, Illinois 60465

EPB

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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 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 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 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 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 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.

(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 investigation 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 will still be in effect. This Agreement may secure "revolving credit" as defined in 815 ILCS 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. 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 Mortgage.

First National Bank of Evergreen Park as Successor to Oak Lawn Trust & Savings Bank As Trustee Under Trust Agreement Dated February 11, 1977 Known As Trust Number 408, Now Known As Trust Number 990408.

Witnesses:

X _____

Print Name: _____

X Attest: Roberta A. Cartwright
Assistant Trust Officer

Print Name: _____

X By: [Signature]
~~Trust Officer~~ Trust Officer & Vice President

SEE ATTACHED RIDER FOR EXECUTION BY TRUSTEE

STATE OF ILLINOIS)
COUNTY OF)

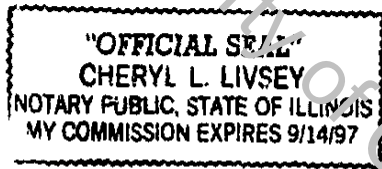
I, the undersigned, a notary public in and for the above county and state, certify that Gregory A. Siss, Vice President & Trust Officer and Roberta A. Cartwright, Asst. Trust Officer of First National Bank of Evergreen Park, personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they 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 7TH

day of MAY, 19 96

X [Signature]
Notary Public, Will County, Illinois

My Commission Expires: 9-14-97



Drafted by:

BERNARD L. VAN GAMPLER
600 NORTH MEACHAM ROAD
SCHAUMBURG, IL 60196

When recorded, return to:

NBD - HOME EQUITY CENTER
600 NORTH MEACHAM ROAD
SCHAUMBURG, IL 60196

61241545027 21A

960427023

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LTR

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MAY

800 NORTH MICHIGAN ROAD
SCHENBURG, IL 60196
WOMEN'S EMILY CENTER

800 NORTH MICHIGAN ROAD
SCHENBURG, IL 60196
BERNARD J. VAN CAMPNER

81541840037 51A

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RIDER ATTACHED TO MORTGAGE TO: NBD Bank

DATED May 7, 1996

This Mortgage is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the FIRST NATIONAL BANK OF EVERGREEN PARK, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against First National Bank of Evergreen Park, its agents or employees, on account hereof, or on any of covenants, undertaking or agreement herein or in said principal not contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder and that so far as the Trustee and its successors personally are concerned, the legal holder of said Note and the owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

FIRST NATIONAL BANK OF EVERGREEN PARK
not individually, but as Trustee under
Trust No. 990408

BY:


Vice President & Trust Officer

ATTEST:


Assistant Trust Officer

96417423

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RIDER ATTACHED TO Home Equity Credit Line, Credit
Agreement and Disclosure Statement

DATED: May 7, 1996

Under Trust No. 990408

Executed and delivered by FIRST NATIONAL BANK OF EVERGREEN PARK not in its individual capacity, but solely in the capacity herein described for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the undertakings and agreements of the Trustee, are not for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any being hereby expressly waived and released by all other parties hereto, and those claiming by, through or under them.

FIRST NATIONAL BANK OF EVERGREEN PARK
not individually, but as Trustee Under
Trust No. 990408

BY:


Vice President & Trust Officer

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04-13-10