NB D NBD Skokie Bank, N.A. Mortgage - Installment Loan or Line of Credit (Illinois) 75 4423 DEPT-01 RECORDING \$27.50 T\$7777 TRAN 6371 02/06/96 13:47:00 \$312 \$5K *-96-100022 COOK COUNTY RECORDER

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

	PEBRUARY -02 . 19, between the Mortgagor(s),whose address is
This Mortgage is made on	TENNINGY WHOSE AGAINST
PRED A GALATI AND PIL'E GALATI, IN JOINT	I-AKONO I
8331 NRWLAND, NILES II. 60714-2641 and the Mortgagee, NBD Skokic Bank, N.A., a national bankin	a association, whose address is
and the Mortgagee, NBD SKOKIC BOOK, A.A., O Hard	g association,
8001 N. LINCOLN AVE., SKOKIF, IL 60077	
AUT Sections	the amining rubo signs below.
(A) Definitions. (1) The words "borrower", "you" or "yours," mean each Mo	rigagor, whether single or joint, who signs obtain
(1) The words "borrower", "you" or "your," "nean each into (2) The words "we", "us", "our" and "Bank" mean, the Mort (2) The words "we", "us", "our and lead decor bed calow. F	gagee and its successors or assigns.
(2) The words "we", "us", our and back bed colow. P	roperty includes all buildings and improvements now of the future, as
(3) The word "Property" means the land described stathed to	regagee and its successors or assigns. Property includes all buildings and improvements now on the land or built or used in the future, as or used in connection with the land or attached or used in the future, as also includes all other rights in real or personal property you may have as
in the future. Property also increases any arrest porty.	also includes all other rights in tear or personal property
well as proceeds, tends, the one, and	water rights.
owner of the land, including all tillions	cashe aggregate unnaid amount of all
(D) County You owe the Bank the maximum principal sum (or the aggregate unpaid amount of all or the aggregate unpaid amount of aggregate unpaid amount of aggregate
(B) Security. The own one and by the Bank to you pu	insum? to a Home equity Clean Agreement, which is
("Agreement") or installment boar and some first repay the ful	I amount of the loan, including principal and interest, it not soon that is a sound of the loan, including principal and interest, it not soon that is a sound of the loan, including principal and interest, it not soon that is a sound of the loan, including principal and interest, it not soon that is a sound of the loan, including principal and interest, it not soon that is a sound of the loan, including principal and interest, it not soon that is a sound of the loan, including principal and interest, it not soon that is a sound of the loan, including principal and interest, it not soon that is a sound of the loan, including principal and interest, it not soon that is a sound of the loan, including principal and interest, it not soon that is a sound of the loan, including principal and interest, it not soon that is a sound of the loan, including principal and interest, it not soon that is a sound of the loan, including principal and interest, it not soon that is a sound of the loan, including principal and interest, it not soon that is a sound of the loan, including principal and interest, it not soon that is a sound of the loan, including principal and interest, it not soon that is a sound of the loan, including principal and interest, it not soon that is a sound of the loan, including principal and interest.
incorporated herein by reference. Tou most report	. Interest on the outstanding principal standing pr
including all future advances made within 20 years from u	r Agreement. As security for all amounts due to us under your agreement, all of which future advances shall have the same priority as he date hereof, all of which future advances shall have the same priority as he date hereof, all of which future advances shall have the same priority as he date hereof, all of which for all amounts due to us under your priority as
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Child's illinois describ	ed as:
COOK	',0

SEE ATTACHED SXHIBIT "A"

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Permanent Index No. 10-19-303-044

Property Address 8331 NEWLAND, NILES, IL 60714-2641

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20B_{Page 1 of 3}

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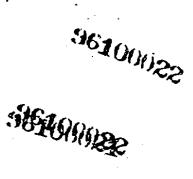
Property of Coot County Clert's Office A STATE OF THE STA

(C)Borrower's Promises. You promise to:

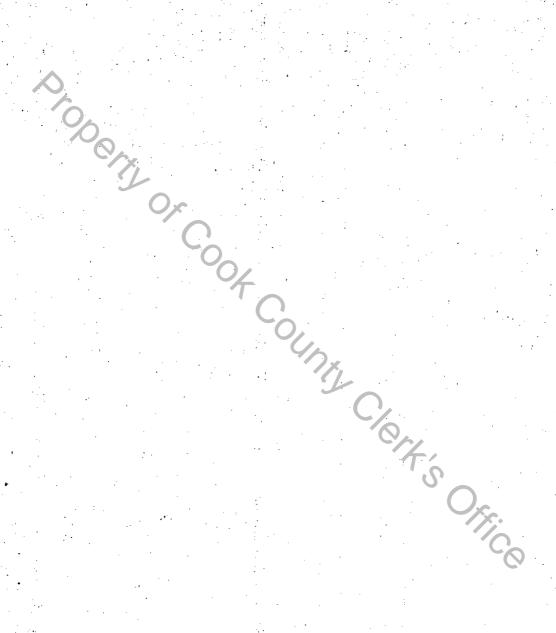
(1)Pay all amounts when due under your Agreement, including interest, and to perform all duties of the loan agreement and/or this Mortgage.

- (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 on 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 lean, whether or not due, or to the rebuilding of the
 - (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 applicable in accordance remedial actions environmental laws.

- 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.
- (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 avestigation 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 Mor, page 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 ine shall be governed by and construed in accordance with the Illinois Financial Services Development Act. 175 ILCS 6750, et. seq. Upon or at any time after the filing of a complaint to roroclose 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 artice and before or after any judicial sale. You agree to pay a'l of our fees including attorney's fees, receiver's fees and court costs upon the filing of a foreclosure complaint.



Page 2 of



By Signing Below, You Agree to All the Terms of This Mortgage	IAL COPY
*By Signing Below, 1 ou Agree to An the	" + 18 / als to
	Morigagor FRED A GALATI
Print Name:	$\mathcal{U} : \mathcal{U}$
<u></u>	X Gill (SULIE H GALATI
UX	Andrigon -201172 H Cumitz
Print Name:	
STATE OF ILLINOIS	
COUNTY OF COOK	, a notary public in and for the above county and state, certify that, personally known to me to
TOPE & CALATT AND DULLE GALATI, IN COLUZ.	TENANCY, personand acknowl-
be the same person who se name is (or are) subscribed to the foregree the instrument as his	renancy oing instrument, appeared before me this day in person, and acknowl- wher/their free and voluntary act for the use and purposes therein set
edged that he/she/they signed and delivered the lebathinesses forth.	
	Subscribed and sworn to before me this 2ND
C/x	day of FEBRUARY . 19 96
	day of the San Markets
Ox	x quiller 11. pour
	Notary Public,COOKCounty, Illinois
004	My Commission Expires OFFICIAL SEAL
4	Matery Public, State of Illinois
Drafted by:	When recorded telephone Expires 10-20-1999
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600 NORTH HEACHAM ROAD	600 NORTH MEACHAN ROAD SCHAUNBURG, IL 60196
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Property of County Clerk's Office

EXHIBIT "A"

LOT 60 IN ROBBIN'S RESUBDIVISION OF CERTAIN BLOCKS AND PARTS OF BLOCKS TOGETHER WITH VACATED PARTS OF ALLEYS AND STREETS IN MAIN STREET AND WAUKEGAN ROAD SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF TELEGRAPH ROAD AND EAST OF THE CENTER LINE OF WAUKEGAN ROAD, SOUTH OF JUNCTION OF SAID ROADS (EXCEPTING THE NORTH 50 LINKS THEREOF) AND IN SUBDIVISION OF PARTS OF LOCKS 1, 2, AND 3 AND ALL OF BLOCKS 9, 10, AND 11 IN SAID MAIN STREET AND WAUKEGAN ROAD SUBDIVISION, IN COOK COUNTY, ILLINOIS.

PIN # 10-19-303-044

COMMON ADDRESS 8331 N NEWL ND NILES ILLINOIS 60714 Of County Clarks Office

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Property or Cook County Clerk's Office