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Permanent Index No. 02-10-301-019-1007

Commonly known as: 530 W. Northwest Highway, Unit A, Palatine, IL 60067

Parcel 11: Easement for ingress and egress for the benefit of Parcel 1, as set forth in Grant dated April 24, 1974 and recorded June 10, 1976 as Document 23, 515, 256 and made by American National Bank and Trust Company, as Trustee under Trust Agreement dated April 24, 1974 known as Trust Number 32926, all in Cook County, Illinois.

ALSO

East 1/2 of the Northwest 1/4 of Section 15, Township 42 North, Range 10 East of the Third Principal Meridian, which Survey is attached as Exhibit "A" to Declaration of Condominium made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated April 26, 1974 known as Trust Number 32926, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 23, 515, 256, as amended from time to time, together with its undivided percentage interest in said parcels (excepting from said Parcel all the property and space comprising all the Units thereof as defined and set forth in said Declaration and Survey), in Cook County, Illinois.

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WHEREAS, the Borrower executed and delivered to Bank that certain Mortgage dated January 22, 1991, and recorded on February 5, 1991 as Document No. 21054568 in the Cook County Recorder of Deeds, Chicago, Illinois (the "Mortgage") encumbering the following described real property (the "Property"):

PARCEL 1: Unit Number 530 "A" in Cobblestone Court Condominium, as delineated on Part of Survey of part of the Bank & of the Southwest 1/4 of Section 10, and that part of the East 1/2 of the Northwest 1/4 of Section 15, Township 42 North, Range 10 East of the Third Principal Meridian, which Survey is attached as Exhibit "A" to Declaration of Condominium made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated April 26, 1974 known as Trust Number 32926, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 23, 515, 256, as amended from time to time, together with its undivided percentage interest in said parcels (excepting from said Parcel all the property and space comprising all the Units thereof as defined and set forth in said Declaration and Survey), in Cook County, Illinois.

RECITALS

MORTGAGE MODIFICATION AGREEMENT

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PLEASE RECORDED AS THE LEGAL DESCRIPTION WAS INCORRECT

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warrant to us, subject to liens of records, the Property.

(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,

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(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

(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.

(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.

(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.

(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 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.

claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving 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.

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IN WITNESS WHEREOF, the parties hereto have caused this Mortgage Modification Agreement to be executed this date first written above.

MORTGAGOR(S) :

Name (Print): David C. Rasmussen

Name (Print): Betty A. Rasmussen

Name (Print): Frances R. Altieri
Title Banking Officer

(J)

The above and foregoing Recitals are incorporated into and made a part of this Mortgage Modification Agreement hereof.

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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Frances R. Altieri
NBD Bank
One S. Northwest Hwy.
Park Ridge, IL 60068
NBD Bank - Home Equity Center
600 No. Meacham Rd.
Schaumburg, IL 60196

This instrument dated by _____
When Recorded Return to:



My Commission Expires:

Notary Public, _____ County, Illinois

I, FRANCES R. ALTIERI, a notary public in and for the
above county and state, certify that David C. Rasmussen and Betty
A. Rasmussen, personally known to me to be the same person whose
name(s) 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.
The foregoing instrument was acknowledged before me on the 11th
day of September 1995 by a, Banking Officer of NBD Bank.

STATE OF ILLINOIS
COUNTY OF COOK

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) SS.

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