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Cook County Recorder 27.50

The First National Bank Of Chicago

ILMTG.IFD (11/97)

Mortgage - Installment Loan or Line of Credit (Illinois Only)

Loan Number: 11102/72 ⁴⁵ 510	1
This Mortgage is made on August 06, 1999 , between the Mortgagor(s) ROBERT B. DOUGLAS AND MELANIE S. DOUGLAS, HUSBAND AND WIFE	OMAY
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whose address is 1401-T N WIELAND 37 CHICAGO, IL 60610 and the M The First National Bank Of Chicago whose address is	– ortgag€
One First National Plaza	
Chicago, Il 60670	
(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 Morgagore and its successors or assigns. (3) The word "Property" means the land described below. Property includes all buildings and improvement 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, tents, income, royalties, etc. Proper also includes all other rights in real or personal property you may have as owner of the land, including mineral, oil, gas and/or water rights. (B) Amount Owed, Maturity, Security If you signed the agreement described in this paragraph, you owe the Bank the aggregate amounts of all hand disbursements made by the Bank to you pursuant to a Home Equity Line Agreement or Mini Equity Agreement ("Agreement") dated August 06, 1999, which is incorporated herein by reference, up to a maxing principal sum of \$195,000.00, plus interest thereon, and any disbursements made to you or or your behalt the Bank for the payment of taxes, special assessments or insurance on the real property described below interest on such disbursements.	s orty all cans Line num f by
Interest on the outstanding principal shall be calculated on a fixed or variable rate as referenced by Agreement. As security for all amounts due to us under your Agreement, including all future advances in within 20 years from the date hereof, all of which future advances shall have the same priority as the ori loan, and all extensions, amendments, renewals or modifications of your Agreement (all of the foregoing in exceed twice the maximum principal sum stated above), you convey mortgage and warrant to us, subject liens of record as of the date hereof, the Property located in the of Chicago, Cook Coullinois as described below:	nade ginal ot to et to

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LOT 20 IN SCHILLER PLACE RESUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 4 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED OCTOBER 18, 1994 AS DOCUMENT NUMBER 94893258 ALL IN COOK COUNTY ILLINOIS

Permanent Index No. 17-04-203-129

Property Address:

1,01-T N WIELAND ST CHICAGO, IL 60610

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

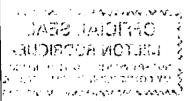
- (1) Pay all amounts when due under your Agreement, including interest, and to perform all duties of the Agreement and/or this Mortgage. (A Mortgagor who has not signed the Agreement has no duty to pay amounts owed under the Agreement.)
- (2) Pay all taxes, assessments and liens that are assessed against 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 vith 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 can 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 with an insurance carrier acceptable to us against loss or damage caused by (a) fire or other hazards and (b) flood, if the Property is located in a specially designated flood hazard area. The insurance policy must be payable to us and name us as Insured Mortgagee for the amount of your loan or line. You must deliver a copy of the policy to us at our request. If you do not obtain insurance or pay the premiums, we may purchase insurance for the Property. You will be responsible for the costs of such insurance until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. At our option, insurance proceeds received by us may be applied to the balance of the loan or line, whether or not due, or to the rebuilding of the property.

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- (D) Hazardous Substances. 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 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 in any prior existing mortgage or you fail to meet the terms of your Agreement, you willbe 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 properly 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 re sonable attorneys' fees and then to the amount you owe us under your Agreement. After default, you agree to ray all of our fees incurred in preparing for or filing a foreclosure complaint, including attorneys' fees, receiver's fees and court costs and all other costs of collection.
- (F) Due on Sale. If you sell or transfer all or any part of the Property (or if Mortgagor is a land trust, you accept any assignment of the beneficial interest) 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. You waive all right of homestead exemption in the Property.
- (I) Other Terms. We do not give up any of our rights by delaying or fraing 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 willbe 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 willstill be in effect.



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x Robert B. Dougle			1
Borrower: ROBERT B BOUGLAS Borrower: MELANIE S DOUGLAS	· · · · · · · · · · · · · · · · · · ·		
DO OF OF			
C			
STATE OF ILLINOIS			
I, MILTON RODRIGER, a	notary rukur in and for the above	a county and state certify	
that ROBERT B. DOUGLAS AND MELANIE S. DOUG			
personally known to me to be the same person who appeared before me this day in person, and acknowle as his/her/their free and voluntary act for the use and purpose.	edged that he/she/they signed ar		
Subscribed and sworn to before me this	H day of AUCUS	<u>-7 199</u> 9	
Drafted by:	Notary Public,	County, Illinois	
MEG KREPPEL Mail Suite 2028 Chicago, IL 60670-2028	My Commission Expires:		1
	When recorded, return to: Retail Loan Operations 1 North Dearborn-17th Floor	OFFICIAL SEAL MILTON RODRIGUEZ NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:04/29/03	
MAIL TO:	Mail Suite 0203 Chicago, IL 60670-0203	WY COMMISSION EXPINES:0472870	1 }
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