



99968975

99968975

8358/0076 52 001 Page 1 of 2  
1999-10-15 10:14:36  
Cook County Recorder 43.50

ILLINOIS



## Mortgage (Installment Loan or Line of Credit) – Michigan – NBD Bank

This Mortgage is made on JULY 14 1999, between the Mortgagor(s),  
BRADLEY ROBERT GINN AND DONNA PEARL SOLOMON, HUSBAND AND WIFE  
whose address is 1008 EUCLID N, OAK PARK, IL 60302 and the Mortgagee, NBD Bank,  
whose address is 611 WOODWARD AVENUE, DETROIT, MI 48226

### (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) Amount Owed, Maturity, Security. (check one box only and complete)

If you signed the agreement described in this paragraph, you owe the Bank the maximum principal sum of \$ \_\_\_\_\_ plus all disbursements made to you or on your behalf by the Bank pursuant to a loan agreement dated \_\_\_\_\_, 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 the Agreement, no later than \_\_\_\_\_. 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, and all extensions, amendments, renewals or modifications of your Agreement, you convey, mortgage and warrant to us, subject to liens of record as of the date hereof, the Property located in the \_\_\_\_\_ of \_\_\_\_\_ County, Michigan as described below:

If you signed the agreement described in this paragraph, you owe the Bank the aggregate amounts of all loans and disbursements made by the Bank to you pursuant to a loan agreement dated, 07/14/99, which is incorporated herein by reference, up to a maximum amount of \$165,000.00, excluding protective advances. **This is a Future Advance Mortgage and secures future advances under a revolving line of credit.** You must repay the full amount of the loan, including principal and interest, if not sooner due pursuant to your Agreement, no later than 07/14/04. 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 which 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 as of the date hereof, the Property located in the CITY of OAK PARK COOK County, Michigan as described below:

LOT 12 IN BLOCK 2 IN BERKSHIRE HIGHLANDS, A SUBDIVISION OF TH WEST 10 ACRES OF THE NORTH 35 ACRES OF THE SOUTH 85 ACRES OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index No. 16-06-217-011 139  
Property Address 1008 N EUCLID AVE OAK PARK, IL 603020000

### (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, 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. 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.

you give us the power and authority to sell the property according to procedures allowed by law, including foreclosure by advertisement. 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. After default, you agree to pay all of our fees incurred in preparing for or filing a foreclosure complaint, including attorney's fees, receiver's fees and court costs and all other costs of collection.

(6) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.

(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 any hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.

(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 in any prior 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,

(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) 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.

By Signing Below, You Agree to All the Terms of This Mortgage.

Witnesses:

X Kathryn Luttrell Mortgagor

Print Name: Kathryn Luttrell

X Patricia Damico Mortgagor

Print Name: Patricia Damico

Bradley R Ginn  
BRADLEY R GINN

Mortgagor

BRADLEY R GINN

Mortgagor

DONNA P SOLOMON

STATE OF MICHIGAN )  
COUNTY OF Berrien )  
I, Kathryn Luttrell

), a notary public in and for the above county and state, certify that BRADLEY ROBERT GINN AND DONNA PEARL SOLOMON, HUSBAND AND WIFE, 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 14TH day of JULY, 1999

X Kathryn Luttrell Kathryn Luttrell  
Notary Public, Berrien County, Michigan  
My Commission Expires: 08-27-01

When recorded, return to:

Drafted by:

KATHRYN L LUTTRELL  
200 OTTAWA N.W.  
GRAND RAPIDS, MI 49503  
91601132328 HG4 DB3

NBD - HOME EQUITY CENTER  
200 OTTAWA N.W.  
GRAND RAPIDS, MI 49503