

2. APPLICATION OF PAYMENTS. Unless applicable law requires otherwise, all payments received by Lender under the Agreement and this Mortgage shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraphs 6 and 26 of this Mortgage, then to interest payable on the Agreement, then to other charges payable under the Agreement, and then to the principal of the Agreement.

3. PRIOR MORTGAGES AND DEEDS OF TRUST, CHARGES, LIENS. Borrower shall fully and timely perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payments when due. Borrower shall pay or cause to be paid, at least ten (10) days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property, and all other taxes, charges, liens and assessments, other than any prior first mortgage or deed of trust, on the Property which may attain any priority over this Mortgage, and reasonable payments of principal, if any. Borrower shall deliver to Lender upon request receipts evidencing such payment.

4. HAZARD INSURANCE. Borrower shall at its cost keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term extended coverage, and such other hazards as are specifically listed in the policy, as required by Lender. Borrower shall maintain Hazard Insurance for the entire term of the loan or such other periods as Lender may require and in an amount equal to the lesser of (A) the maximum insurable value of the Property or (B) the amount of the sum insured by this Mortgage plus the outstanding amount of any obligation secured in priority over this Mortgage, but in no event shall such amount be less than the amount necessary to satisfy the insurance requirements contained in the insurance policy.

The insurance carrier providing the insurance shall be chosen by Borrower, but with the approval of Lender provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to void the policies and renewals thereof if subject to the terms of any mortgage deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage. If Borrower makes the premium payments directly, Borrower shall promptly furnish to Lender all renewal notices and, if requested by Lender, all receipts of said premiums. If policies and renewals are held by any other person, Borrower shall supply copies of such to Lender within ten (10) calendar days after issuance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss and make payment by Borrower.

Subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, the amounts collected by Borrower or Lender under any hazard insurance policy shall at Lender's sole discretion be then applied to the indebtedness secured by this Mortgage and in such order as Lender may determine thereafter. Borrower shall use in repairing or reconstructing the Property and Lender is hereby authorized to do any of the above. Such application of proceeds shall not constitute or waive any default or notice of default under this Mortgage or invalidate any action pursued pursuant to such notice.

If the Property is abandoned by Borrower or if Borrower fails to respond to Lender in writing within thirty (30) calendar days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for an amount less than the sum insured, Lender is immediately authorized to settle the claim and to collect and apply the insurance proceeds in Lender's sole discretion for the repair of the property or to the sums secured by this Mortgage.

If the Property is acquired by Lender in whole or in part, all rights and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such acquisition shall become the property of Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. PRESERVATION AND MAINTENANCE OF PROPERTY LEASEHOLDS, CONDOMINIUMS, PLANNED UNIT DEVELOPMENTS. Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes and ordinances and shall keep the Property in good condition and repair, including the replacement of any improvements on the Property which may be damaged or destroyed. Borrower shall not commit or permit waste or permit impairment or deterioration of the Property, and shall fully and promptly comply with the provisions of any lease, if this Mortgage is on a leasehold, if this Mortgage is on a unit in a condominium or a planned unit development. Borrower shall promptly perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or a planned unit development, the bylaws and regulations of the condominium or a planned unit development, and all other covenants, conditions and restrictions applicable to the condominium or a planned unit development under its declaration or covenants, conditions and restrictions. All such covenants, conditions and restrictions shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if they were a part hereof.

6. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform covenants and agreements contained in this Mortgage or in the Agreement or if any action or proceeding is commenced which affects Lender's interest in the Property, or the rights or powers of Lender, then Lender without demand upon Borrower but upon notice to Borrower pursuant to the paragraph 11 hereof, may, with or without Borrower's consent and at its option in this Mortgage, make such appearances, defend the action or proceeding, or take such other steps as Lender may deem necessary to protect the security of this Mortgage. Lender shall be entitled to recover all reasonable costs and expenses incurred by Lender in connection with this Mortgage. Borrower shall pay the premiums required to maintain this Mortgage in effect until the date of termination of the Mortgage and until the date of termination of the Mortgage with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to paragraph 4 with interest thereon shall be deemed to have been made in full effect under the Agreement and shall become additional indebtedness of Borrower secured by this Mortgage, unless Borrower and Lender agree in writing to other terms of payment. Such amounts shall be payable upon notice from Lender. Borrower shall request payment therefor in writing as provided in paragraph 6 shall require Lender incur any expense to take any action hereunder and any action taken shall not be a discharge of Borrower's obligations under this Mortgage.

7. INSPECTION. Lender may make or cause to be made reasonable entries upon the Property at any time for the purpose of inspecting that, except in an emergency, Lender shall give Borrower notice of the purpose and such inspection is subject to the provisions of paragraph 11 hereof.

8. CONDEMNATION. The proceeds of any award or claim for damages, destruction or partial destruction of the Property, or the proceeds of any condemnation or other taking of the property or part thereof, or for conveyance in lieu of condemnation, or for the proceeds of any award or claim for damages, destruction or partial destruction of the Property, or for the proceeds of any award or claim for damages, destruction or partial destruction of the Property, shall be applied to the indebtedness secured by this Mortgage. Borrower shall execute such further documents as may be required by the condemning authority to effectuate this paragraph. Lender shall be entitled to recover all reasonable costs and expenses incurred by Lender in connection with this Mortgage. Borrower shall be deemed to have agreed to such terms in the same manner and with the same effect as provided in paragraph 6 hereof. The application of settlement proceeds of Hazard Insurance to settlement for condemnation or damages shall be made with Lender's prior written approval.

9. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment, acceptance by Lender of payments other than according to the terms of the Agreement, or the granting of payment terms of the sums secured by this Mortgage, granted by Lender or any successor in interest of Borrower or the waiver of a late charge, shall not constitute a discharge of the indebtedness secured by this Mortgage or constitute a release in any way of the liability of the original Borrower. Borrower's successors in interest or any guarantors hereunder shall not be released from their obligations under the Agreement or the terms hereof by such extension of time for payment or other waiver of payment or other such action. Lender shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Lender. Any such waiver shall be subject to the terms specifically set forth in the writing. A waiver in one event shall not constitute a continuing or similar waiver in any other event. The payment of insurance or the payment of taxes, other liens or charges of Lender's shall not be a waiver of Lender's rights as therea secured by this Mortgage and shall not constitute a release of the indebtedness secured by this Mortgage in the event of Borrower's default under this Mortgage or the Agreement.

10. SUCCESSORS AND ASSIGNS BOUND, JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements hereinafter contained shall bind and the rights hereunder shall inure to the respective successors, heirs, legatees, devisees and assigns of Lender and Borrower subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower or Borrower's successors, heirs, legatees, devisees and assigns shall be joint and several. Any Borrower who signs this Mortgage, but does not enter into the Agreement, is co-signing this Mortgage only to encumber that Borrower's interest in the Property under the terms of this Mortgage and shall not be bound by the terms hereof. All such persons shall be jointly and severally liable for the Agreement under this Mortgage and it is agreed that Lender and all other Borrowers hereunder may agree to extend, modify, discharge or waive any other obligations with regard to the terms of this Mortgage or the Agreement without the consent and without releasing that Borrower from its obligations to this Mortgage as to that Borrower's interest in the Property.

11. NOTICES. Except to the extent required under applicable law to be given in another manner, all notices to Borrower or Borrower's successors, heirs, legatees, devisees and assigns shall be given to the Borrower or to the Borrower's successors, heirs, legatees, devisees and assigns by mailing such notices by registered mail addressed to Borrower or to the Borrower's successors, heirs, legatees, devisees and assigns at the Property Address or at such other address as Borrower or Borrower's successors, heirs, legatees, devisees and assigns shall designate in writing to Lender as his delivery address and if any other address shall be given by registered mail to Lender, then such other address as Lender may designate by written notice to Borrower or to Borrower's successors, heirs, legatees, devisees and assigns which have provided Lender with a notice of their existence and address as provided here in. Any notice provided for in this Mortgage shall be deemed to have been given on the date and at which is actually made or the date notice is deposited into the U.S. mail system or registered or certified mail addressed as provided in this paragraph.

12. GOVERNING LAW, SEVERABILITY. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. If any provision of this Mortgage shall be adjudged void, illegal or unenforceable by any court, such provision shall be deemed stricken from this Mortgage and the balance of the Mortgage shall be construed as if such provision had never been included. As used herein, costs, expenses and attorneys fees include all sums to the extent not prohibited by applicable law or limited herein.

11/17/2011

Indemnity, No

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13. BORROWER'S COPY. Borrower shall be furnished a confirmed copy of the Agreement and of this Mortgage at the time of execution or after recording hereof.

14. REMEDIES CUMULATIVE. Lender may exercise all of the rights and remedies provided in this Mortgage and in the Agreement or which may be available to Lender by law, and all such rights and remedies shall be cumulative and concurrent, and may be pursued singly, successively or together, at Lender's sole discretion, and may be exercised as often as occasion therefor shall occur.

15. EVENTS OF DEFAULT

a. **Notice and Grace Period.** An Event of Default will occur hereunder upon the expiration of the applicable grace period, if any, after Lender gives written notice to Borrower of Borrower's breach or violation of Borrower's covenants under the Agreement and upon Borrower's failure to cure such breach or violation, and to provide Lender, during that grace period, if any, with evidence reasonably satisfactory to it of such cure. In each case, the grace period begins to run on the day after the notice is given, and expires at 11:59 p.m., Central time, on the last day of the period. If there is no grace period applicable to a particular breach or violation, the Event of Default will occur hereunder upon the giving of the above notice. Such notice shall be given to Borrower, in accordance with paragraph 12 hereof and shall contain the following information: (1) the nature of the Borrower's breach or violation; (2) the action, if any, required or permitted to cure such breach or violation; (3) the applicable grace period, if any, during which such breach or violation must be cured; and (4) whether failure to cure such breach or violation within the specified grace period, if any, will result in acceleration of the sums secured by this Mortgage and the potential foreclosure of this Mortgage. The notice shall further inform Borrower of the right, if any, under applicable law, to reinstate his revolving line of credit under this Mortgage after acceleration.

b. **Events of Default.** Set forth below is a list of events which, upon the lapse of the applicable grace period, if any, will constitute Events of Default: (1) Applicable grace periods are set forth parenthetically after each event. (1) Borrower fails to pay when due any amounts due under the Agreement or this Mortgage (thirty (30) day grace period); (2) Borrower fails to keep the covenants and other promises made in the Agreement (no grace period); (3) Lender receives actual knowledge that Borrower omitted material information in Borrower's credit application (no grace period) or made any false or misleading statements on Borrower's credit application (no grace period); (4) Borrower dies or changes his or her marital status and transfers Borrower's interest in the Property to someone who either: (i) is not also a signatory of the Agreement (no grace period) or (ii) is a signatory of the Agreement if such transfer in Lender's reasonable judgment, materially impairs the security for the line of credit described in the Agreement (no grace period); (5) Borrower files for bankruptcy, or bankruptcy proceedings are instituted against Borrower and not dismissed within sixty (60) calendar days, under any provision of any state or federal bankruptcy law in effect at the time of filing (no grace period); (6) Borrower makes an assignment for the benefit of his or her creditors, becomes insolvent or becomes unable to meet his or her obligations generally as they become due (no grace period); (7) Borrower further encumbers the Property or suffers a lien, claim of lien or encumbrance against the Property (thirty (30) day grace period) in which to remove the lien, claim of lien or encumbrance; (8) Borrower defaults or an action is filed alleging a default under any credit instrument or mortgage evidencing or securing an obligation of Borrower with priority in right of payment over the line of credit described in the Agreement or whose lien has or appears to have any priority over the lien hereof (no grace period); or any other creditor of Borrower attempts to (or actually does) seize or obtain a writ of attachment against the Property (no grace period); (9) Borrower fails to keep any other covenant contained in the Agreement or this Mortgage not otherwise specified in this paragraph 15 (ten (10) day grace period, unless the failure is by its nature not curable, in which case no grace period or, if another grace period is specified in the Agreement or this Mortgage that grace period shall prevail).

16. TRANSFER OF THE PROPERTY. If the Borrower, or beneficiary of a Trust, if any, sells, conveys, assigns or transfers, or promises or contracts to sell, convey, assign or transfer, all or any part of the Property or any interest therein, including all or any part of the beneficial interest in the Trust, if any, or amends or terminates any ground leases affecting the Property or if title to the Property, or any direct or indirect interest therein, is otherwise sold or transferred, voluntarily or involuntarily, including without limitation sale or transfer in any proceeding for foreclosure or judicial sale of the Property, or beneficial interest in the Trust, if any, in each case without Lender's prior written consent, Lender shall be entitled to immediately accelerate the amounts due under the Agreement and declare all indebtedness secured by this Mortgage to be immediately due and payable as set forth in paragraph 17 of the Agreement. Failure to pay such indebtedness within thirty (30) days after notice to Borrower of such acceleration shall constitute an Event of Default. Any use or attempted use by Borrower of the revolving line of credit evidenced by the Agreement after Borrower's sale, transfer or promise to sell or transfer the Property or any direct or indirect interest therein, or amendment or termination of any ground leases affecting the Property, shall constitute a separate Event of Default.

As an alternative to declaring all sums secured by this Mortgage to be immediately due and payable, Lender may waive its option to accelerate and agree in writing, prior to close of the sale or transfer or the promise to sell or transfer, to the transferee's assumption of the outstanding obligation under the Agreement on terms satisfactory to Lender, subject to Lender's right, described in the Agreement, to cancel further advances or accelerate the outstanding balance of the line of credit. Lender's acceptance of the transferee's assumption of the obligation under the Agreement shall not release Borrower from any of its obligations under the Agreement and Mortgage, and Borrower shall assume the status of the guarantor of the Agreement until paid in full. Borrower understands that Lender will not permit the assumption of the outstanding balance under the Agreement in any event and will declare the entire outstanding principal balance plus accrued interest and other charges due to be immediately due and payable (see paragraph 17 hereof), unless (i) Borrower has submitted to Lender a written acknowledgement from the transferee that the transferee has received a copy of the Agreement and Mortgage, and a notice of the amount of Borrower's outstanding principal balance on the line of credit; (ii) Borrower has submitted to Lender a written acknowledgement from the transferee that transferee has received such material and understands that Lender's security interest reflected by this Mortgage will remain on the Property until the entire outstanding principal balance of Borrower's line of credit as of the date of such sale or transfer or promise, plus any subsequent borrowings made under Borrower's line of credit before Lender has actual knowledge of the sale or transfer, together with accrued interest and other charges, is paid in full.

(i) Borrower causes to be submitted to Lender from the transferee a loan application as required by Lender, so that Lender may evaluate the credit worthiness of the transferee as if a new loan were being made to the transferee; and (ii) Lender does not, in its sole opinion, believe that: (A) its security will be impaired or (B) a breach of any promise or agreement in this Mortgage will occur or (C) such transfer will permit the acceleration of any loan which has priority in right of payment over the indebtedness evidenced by the Agreement. Further advances on the line of credit will cease as of the date of the written assumption agreement signed by transferee and Lender. The transferee and Borrower shall retain the right to repay the Agreement before the Due Date, in whole or in part, at any time without premium or penalty.

17. ACCELERATION; REMEDIES. Upon the existence of an Event of Default, Lender may, at its sole option, terminate the line of credit, if the sums secured by this Mortgage are not immediately due and payable without further demand, and invoke any remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

18. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that prior to acceleration under paragraph 17 hereof or the occurrence of an Event of Default hereunder or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment, Lender, at any time without notice, in person, by agent or by judicially appointed receiver, and without regard to adequacy of any security for the indebtedness secured by this Mortgage, shall be entitled to enter upon and take possession of and manage the Property, and in its own name sue for or collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of operation and management of the Property, and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received. The entering upon and taking possession of the Property, and the collection and application of the rents, shall not cure or waive any Event of Default or notice of default hereunder, or invalidate any act done pursuant to such notice.

19. RELEASE. Upon payment and discharge of all sums secured by this Mortgage and termination of the Account, this Mortgage shall become null and void and Lender shall release this Mortgage. Borrower shall pay all cost of recordation, if any.

20. REQUEST FOR NOTICES. Borrower requests that copies of any notice of default be addressed to Borrower and sent to the Property Address. Lender requests that copies of notices of default, sale and foreclosure from the holder of any lien which has priority over this Mortgage be sent to Lender's address as set forth on page one of the Mortgage.

21. INCORPORATION OF TERMS. All of the terms, conditions and provisions of the Agreement are by this reference incorporated herein as if set forth in full. Any Event of Default under the Agreement shall constitute an Event of Default hereunder without further notice to Borrower.

22. TIME OF ESSENCE. Time is of the essence in this Mortgage and the Agreement.

23. ACTUAL KNOWLEDGE. For purposes of this Mortgage and the Agreement, Lender will not be deemed to have received actual knowledge of the information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at Cincinnati, Ohio, or such other address specified by Lender to Borrower. Such date shall be conclusively determined by reference to the return receipt in possession of Borrower. If such return receipt is not available, such date shall be conclusively determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent. With regard to other events or information not provided by Borrower under the Agreement, Lender will be deemed to have actual knowledge of such event or information as of the date Lender receives a written notice of such event or information from a source Lender reasonably believes to be reliable, including but not limited to, a court or other governmental agency, institutional lender or title company. The actual date of receipt shall be determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent.

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MORTGAGE TO SECURE A REVOLVING CREDIT LOAN

NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY THIS MORTGAGE TO SECURE A REVOLVING CREDIT LOAN (herein "Mortgage") is made by and among

Lamar Colyer and Hadie Colyer, His Wife

Ford Consumer Finance Co., Inc. 11311 Cornell Park Drive Suite 400 (herein "Borrower") and MORTGAGEE COMPANY, INC. whose address is Cincinnati, Ohio 45242 (herein "Lender")

Borrower, in consideration of the indebtedness herein recited, grants, bargains, sells and conveys, warrants and mortgages unto Lender and Lender's successors and assigns, the following described properties located in the City of Chicago of Cook County, State of Illinois

The North 1/2 of Lot 31 and all of lot 22 in Block 1 in Templeton's Subdivision of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Permanent Tax I.D.# 20-92-315-001 Vol. 441.

which has the address of 8507 Bishop Chicago, IL 60620 (herein "Property Address")

TO HAVE AND TO HOLD such property, unto Lender and Lender's successors and assigns, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, after acquired, and the benefits of ways, streets, avenues and alleys adjoining the Property, and tenements, together with however to the rights and authorities given hereunto by Lender to collect and apply such rents, royalties, mineral, oil and gas rights and profits, water, fire, rights, and water stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which, including repairs, improvements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing together with said property, for the leasehold estate in this Mortgage, shall be deemed to be hereinafter referred to as the "Property," as to any property which does not constitute a "leasehold estate" as such term is defined in the Uniform Commercial Code (UCC), this Mortgage is hereby deemed to be, as well as a Security Agreement, under the UCC, in the jurisdiction of the State of Illinois, and as a security interest in such Property, which Borrower hereby grants to Lender as Secured Party, as such term is defined in the UCC.

To Secure to Lender on condition of the repayment of the REVOLVING LINE OF CREDIT indebtedness evidenced by a Line of Credit Agreement, Note and Disclosure Agreement, if ever made hereon, the maximum principal sum of U.S. \$ 58,500.00, or so much thereof as may be advanced and outstanding, with interest thereon, providing for monthly payments of interest with the principal balance of the indebtedness, if not sooner paid or required to be paid, due and payable 15 years from the date hereof, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement. This Mortgage permits and secures future advances which have the priority of the original advance. All advances will be made within 20 years of the date of this Mortgage.

Notwithstanding anything to the contrary hereon, the Property, shall include all Borrower's rights and interest in and to the real property described above, whether such rights, title and interest is acquired before or after the execution of this Mortgage, specifically, and without limitation of the foregoing, this Mortgage is given to the property as a leasehold estate held by Borrower, and if Borrower subsequently acquires a fee interest in the real property, the fee of this Mortgage shall attach to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower is the lawful owner of the estate in the Property, that he is duly married and has the right to grant, convey and mortgage the Property, and that the Property is unencumbered except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally, in the title to the Property, against all claims and demands, subject to the encumbrances of record. Borrower covenants that Borrower will not take any permanent action to partition, divide, sell, lease, convey, or otherwise, such change the legal description of the Property, or any part thereof, or change in any way the condition or title of the Property, or any part thereof.

Borrower acknowledges that the Agreement is for a variable interest rate, and that the Lender may, prior to the expiration of the term of the Agreement, advance to Borrower and/or require repayment of the outstanding balance under the Agreement, in this regard, the Agreement provisions set forth which apply below relate to the variable interest rate and the Lender's option to require repayment prior to expiration of the term of the Agreement. The following terms apply to the Agreement, in the event of a default by the Borrower.

The provisions of the Line of Credit Agreement, Note and Disclosure Agreement, and the UCC, as amended, ENACTED CHARGE, provides as follows:

FINANCE CHARGE We will charge a monthly fee of \$ 3.00. We will also charge a Daily Rate which will be adjusted as described below. We will multiply the Daily Rate by the Average Daily Balance and the number of days in the billing period to determine the FINANCE CHARGE for each month. We will add the Average Daily Balance by adding all balances outstanding at the end of each day during the billing period and dividing that amount by the total number of days in the billing period. The balances outstanding at the end of each day reflect transactions charged and payments made and during that day. They do not include any unpaid credit life insurance charges. On the first billing statement only, the FINANCE CHARGE will also include the Origination Fee. The Origination Fee will not be included in the daily balance used to calculate the Average Daily Balance. Under this method of calculation, there is no period in which credit extended may be repaid without incurring FINANCE CHARGE. The FINANCE CHARGE will begin for the first transaction on today. The FINANCE CHARGE will be repaid on any date advance on the date we honor such Draw. The Daily Rate will never be less than 9.175% (9.00% ANNUAL PERCENTAGE RATE) or more than 13.00% (12.95% ANNUAL PERCENTAGE RATE). Other than the Daily Rate will be tied to the Prime Rate, announced from time to time by the Wall Street Journal. Any change in the Daily Rate will be effective beginning at the end of every 3rd billing period. Such change will govern the periods covered by the next 3rd billing period. The Daily Rate will be determined by adding 3.00% to the Prime Rate in effect on the 25th day of the month in which every 3rd billing period ends and dividing that sum by 365. The Daily Rate for the periods covered by the first 3rd billing period will be 10.00%. This corresponds to an ANNUAL PERCENTAGE RATE OF 10.95%. In this box is checked, the following disclosure in brackets applies: (The Daily Rate and ANNUAL PERCENTAGE RATE are not tied to this formula if they were. The Daily Rate for the first 3rd billing period would be 10.00%. This corresponds to an ANNUAL PERCENTAGE RATE OF 13.50%.) The Daily Rate will not be changed more than 1% per year at any one time. An increase in the Daily Rate may increase the monthly payment if the term Prime Rate comes to have a different meaning than it does today, or if it is no longer announced by the Wall Street Journal, we have the right to select a comparable index to determine the Daily Rate.

The operation of the Line of Credit Agreement, Note and Disclosure Agreement, and the UCC, as amended, ENACTED CHARGE, provides in its entirety, as follows:

CONDITIONS We will not be obligated to make an advance to you if at the time you request an advance

- (a) we are aware that you are not regularly and consistently receiving or expecting to continue to receive a monthly income equal to or greater than the monthly income I have that you are now receiving; or
(b) we are aware that you have not maintained the title to the secured real property, as required by our Mortgage or if we receive written notice of a delinquency, or that a Notice of Default has been recorded, or any encumbrance senior to our Mortgage; or
(c) we are aware that laws or regulations which have been enacted by the federal or state government or court decisions are rendered that prohibit us from making such advances or serving the Agreement or otherwise impair our rights hereunder;
(d) our obligation to make advances to you will terminate and your Line of Credit will terminate if at any time during the term of this Agreement we learn that any of you are subject to bankruptcy proceedings; or
(e) you are forty five or more days delinquent in the making of any payment due to us hereunder; or
(f) we learn that you do not own the secured real property, or that the property has been materially destroyed; or
(g) we learn that a Notice of Federal or State Tax Lien has been filed for record against the secured real property or that any statutory lien superior to our Mortgage has been filed for record against the secured real property; or
(h) we have received a written request from any of you to close or restrict your Line of Credit account; or
(i) we have given you sixty days prior written notice of our election to terminate your Line of Credit; or
(j) we learn that any representation or warranty made by you, as required by this Agreement, was false at the time it was made.

COVENANTS Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST Borrower shall promptly pay when due, in accordance with the terms of the Agreement, the principal and interest on the indebtedness evidenced by the Agreement, together with any late charges or other charges imposed under the Agreement.

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24. **TAXES.** In the event of the passage after the date of the Mortgage of any law changing in any way the laws now in force for the taxation of mortgages or debts secured thereby or the manner of operation of such taxes, so as to affect the interest of Lender then and in such event Borrower shall pay the full amount of such taxes.

25. **WAIVER OF STATUTORY RIGHTS.** Borrower shall not and will not apply for or avail itself of any homestead, appraisal, valuation, redemption, stay extension, or exemption laws, or any so-called moratorium laws, now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Borrower, for itself and all who may claim through or under it, waives any and all right to have the Property and estates comprising the property marshalled upon any foreclosure of lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Borrower hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagor and each and every person acquiring any interest in or title to the Property described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illinois law.

26. **EXPENSE OF LITIGATION.** In any suit to foreclose the lien of this Mortgage or enforce any other remedy of the Lender under this Mortgage or the Agreement, there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Borrower for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Agreement or the Property or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower with interest thereon at the default interest rate.

27. **CAPTIONS.** The captions of this Mortgage are for convenience and reference only. They in no way define, limit or describe the scope or intent of this Mortgage. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

28. **CONFORMITY WITH LAW.** Lender and Borrower intend their relationship to conform to the definition of revolving credit set forth in the Revised Statutes, Chapter 17, paragraph 6105.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Witness: William D. ... DATE 9/25/90
Witness: _____ DATE _____

Lamar Colyer DATE _____
Lamar Colyer
Hadie Colyer DATE _____

STATE OF ILLINOIS
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 25th day of September 1990 by the undersigned

NOTARY SEAL
Jacquyn Walsh
Public, State of Illinois
Commission Expires 1/26/91

My Commission Expires _____

This instrument prepared by Ford Consumer Finance Co., Inc.
11311 Cornell Park Drive
Suite 400
Cincinnati, Ohio 45242
Attn: Tracey Adams



89-456244

89-456244

14.25