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WHEN RECORDED MAIL TO

FIRST NATIONWIDE BANK
CONSUMER LOANS
P.O. BOX 4627
OAKBROOK, IL 60522

THIS INSTRUMENT WAS PREPARED BY
M. ROCHON - FIRST NATIONWIDE BANK
NAME
1520 KENSINGTON ROAD - SUITE 300
ADDRESS
OAK BROOK, ILLINOIS 60521

NO. 75201

SPACE ABOVE THIS LINE FOR
RECORDER'S USE DOC.020

MORTGAGE AND ASSIGNMENT OF RENTS

(Variable Interest Rate)
(Revolving Line of Credit)

NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE BY AN OWNER OF THE PROPERTY EVEN AFTER SUCH OWNER SELLS THE PROPERTY. YOUR LOAN WILL CONTAIN PROVISIONS FOR AN ADJUSTABLE INTEREST RATE.

THIS MORTGAGE AND ASSIGNMENT OF RENTS (herein "Mortgage") is made this 27TH day of NOVEMBER 19 89 by and between EDWARD G. PINO AND KAYE BUCHMAN PINO, HIS WIFE, AS JOINT TENANTS

(herein "Borrower"), and FIRST NATIONWIDE BANK A Federal Savings Bank whose address is 700 Market Street, San Francisco California 94102 (herein "Lender")

Borrower, in consideration of the indebtedness herein mortgages, grants and conveys to the Lender the following described property located in the County of COOK, State of Illinois

LOTS 36 AND 37 IN BLOCK 11 IN PIERCE'S ADDITION TO HOLSTEIN IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PIN(S): 14-31-311-032-0000
14-31-311-033-0000

which has the address of (Street) 1854 N. LEAVITT
(City) CHICAGO Illinois (Zip Code) 60647
(herein "Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral oil and gas rights and profits, water, water rights, and water stock, insurance and condemnation proceeds and all fixtures now or hereafter attached to the property, all of which, including replacements 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 (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".

FOR THE PURPOSE OF SECURING: The prepayment to the Lender of the revolving line of credit indebtedness evidenced by an EQUITY RESERVE ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT (Agreement), dated herewith, in the maximum principal sum of U.S. \$30,000.00 or so much thereof that may be advanced and outstanding with interest thereon, providing for monthly payments in accordance with the terms thereof.

This Mortgage is given to secure a "Revolving Credit" loan as defined in Illinois Revised Statutes, Chapter 17, Section 6405 and secures not only the indebtedness from the Mortgagor to the Mortgagee on the date hereof but all such future advances, whether such advances are obligatory or to be made at the option of the Mortgagor or otherwise, as are made within fifteen years of the date of the Mortgage, to the same extent as if such future advances were made at the time of execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance secured at any one time shall not exceed twice the principal sum set forth above. The Agreement and this Mortgage are collectively referred to as the "Credit Documents". Any deficiency in the payment of any monthly payment when due and any failure to perform any obligation of Borrower contained in this Mortgage or the Agreement shall constitute an event of default as set forth below in paragraph "15. EVENTS OF DEFAULT".

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered except for encumbrances of record as of the date hereof. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record as of the date hereof. Borrower covenants that Borrower will neither take nor permit any action to subdivide the Property or any part thereof.

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PROPERTY RESERVE

Kathy R. Doyle
My Commission Expires: 6-10-91

Given under my hand and official seal this

19th day of November 19th 1989
Edward J. Pino and Kyle Buchman Pino
a Notary Public in and for said county and state, do hereby certify that
the above named before me to be the same person, and acknowledged that they
personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument.
Edward J. Pino and Kyle Buchman Pino
} SS
COUNTY OF KDC
STATE OF ILLINOIS

RECEIVED FOR NOTICE OF DEFAUTL AND FORCLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST
BORROWER AND LENDER TO LEARNER, AT: [REDACTED] ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WHICH IS HELD IN A LIEN WHICH THIS MORTGAGE
SERVES OR OTHER ENCUMBRANCE WHICH WOULD BE HELD IN A LIEN WHICH THIS MORTGAGE
BORROWER SHALL HAVE THE RIGHT TO HAVE ANY PROCEEDINGS BEGUN BY LEARNER TO ENFORCE THIS MORTGAGE AGREEMENT OR AGREEMENTS OF BORROWER CONTAINED IN THIS MORTGAGE AND THE RIGHTS WHICH ARE GRANTED TO LEARNER IN THIS MORTGAGE
BORROWER SHALL PAY LEARNER ALL SUMS WHICH WOULD BE HELD IN A LIEN WHICH THIS MORTGAGE AGREES AND THE RIGHTS WHICH ARE GRANTED TO LEARNER IN THIS MORTGAGE AGREEMENT OR AGREEMENTS OF BORROWER CONTAINED IN THIS MORTGAGE
LEARNER SHALL PAY LEARNER ALL SUMS WHICH WOULD BE HELD IN A LIEN WHICH THIS MORTGAGE AGREES AND THE RIGHTS WHICH ARE GRANTED TO LEARNER IN THIS MORTGAGE AGREEMENT OR AGREEMENTS OF BORROWER CONTAINED IN THIS MORTGAGE
IN WITNESS WHEREOF BORROWER HAS EXECUTED THIS MORTGAGE
BORROWER: EDGARD C. PINO
Signature: *E.C. Pino*

27. WAIVER OF HOMESTEAD. Borrower hereby waives all right of homestead exemption in the property, the date of record is [REDACTED]
28. BORROWER'S RIGHT TO RESTATE. Nonrestating lender's acceleration of the mortgage due to Borrower's default
including, but not limited to, reasonable fees and costs of documentation, existence, etc., and expenses
demanded and may, therefore, be liable to such expenses or foreclosures of foreclosures
in the event of a default by Borrower to collect all of the sums secured by this mortgage due and payable without further
notice or notice of default or intent to restate after acceleration and the right to assess in the case of proceedings before the court
the notice shall remain in the notice may be mailed to Borrower by which such breach must be cured and if it is not cured within 30 days
from the date the notice is received in paragraph 11 hereof specifying (1) the breach, (2) the action required to cure such breach, (3) a date not less than 30 days
from the date the notice is received in paragraph 11 hereof specifying (1) the breach, (2) the action required to acceptation shall give notice to
29. ACCELERATION, REMEDIES. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower
in this Mortgage, including the covenants to pay when sums secured by this Mortgage, Lender prior to acceleration shall give notice to
NON-UNIFORM COVENANTS, BORROWER AND LENDER further covenant and agree as follows:

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Borrower acknowledges that the Agreement is secured by this Mortgage, or as follows among other things, a revolving line of credit up to the maximum credit limit amount stated above, a variable interest rate, and the right of Lender to cancel future advances for reasons other than default by the Borrower. Reference is made to the Agreement for the specific terms, covenants conditions and provisions thereof which are incorporated herein by this reference.

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 tax charges, membership fees, and other charges imposed under the Agreement and allowed by applicable law.

2. TAXES AND INSURANCE. Borrower shall pay at least ten days before payment is due, taxes, assessments, or other amounts due and unpaid upon the Property, except such taxes, assessments, or other amounts as may be paid by Lender, including the following: (a) existing or hereafter arising insurance against loss by fire, hazards included within the term "extended coverage," and such other hazards collected by Lender from the insurance company; (b) hazard taxes as Lender may require, including but not limited to flood insurance if the Property is located in a designated flood hazard area, in such amounts and for such periods as Lender may require, subject to a limit of a such amounts times than the face amount of any unpaid balance due by the Borrower or other security agreement which has priority over this Mortgage, or the amount of the principal balance outstanding under this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by 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 "extended coverage" and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof subject to the terms of this Mortgage, or to be held in trust or other security agreement with a person which has the right to collect the premiums due on this Mortgage. Lender may make the premium payment directly. Borrower shall promptly furnish to Lender all renewals, notices and other papers by Lender all insurance premiums, notices and renewals are held by any other person. Borrower shall support, defend, and indemnify Lender against all claims, expenses, costs, attorney's fees, and other charges.

In the event of a claim, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may take proof of loss if not made proof by Borrower.

Subject to the rights and terms of any mortgage, 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 may, at Lender's sole discretion, either be applied to the indebtedness secured by this Mortgage and in such order as Lender may direct, or be released to Borrower for use in repairing or reconstructing the Property, and Lender is hereby irrevocably authorized to do any of the above. Such application or release may occur without any notice or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender's writing within 30 days after such date, or if Lender is satisfied by Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is irrevocably authorized to settle the claim and if so, less and apply, the insurance proceeds at Lender's sole option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

If the Property is acquired by Lender, all right, title 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 sale or acquisition shall vest in the property of Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

Borrower at the discretion of the Lender shall pay the cost of an AIA policy of title insurance with such endorsements as Lender shall request and subject to such exceptions as Lender may approve in writing, insuring Lender's interest in the Property, and shall cause to be provided to Lender at Borrower's expense such further endorsements as Lender may request, insuring Lender's continuing, unexpired, interest in the Property as of the date hereof.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and this Mortgage shall be applied first in payment of any finance charge payable under the Agreement, then in payment of any other amounts, excluding principal payable to Lender under the Agreement or this Mortgage and then to the principal balance in the line of credit.

4. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS. Borrower shall fully comply with performance of Borrower's obligations under any mortgage, or other security agreement with a lien which has or appears to have any priority over this Mortgage, including Borrower's covenants to make all payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property and all encumbrances, charges, loans and liens (other than any prior first Mortgage) on the Property which may attain any priority over this Mortgage and leasehold payments or ground rents, if any.

5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall use, improve and maintain the Property in compliance with the law, shall keep the Property in good condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyed, 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 or leasehold of this Mortgage. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall promptly perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and constitute such unit as may be arranged from time to time. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

6. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the 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 right or grants of Lender, then Lender without demand upon Borrower but upon notice to Borrower pursuant to paragraph 11 hereof, may without releasing Borrower from any obligation under this Mortgage, make such appearances, defend the action or proceeding, disburse such sums, includ no reasonable attorney's fees and costs incurred at the trial or appellate levels, and take such action as the Lender deems necessary to protect its interest in this Mortgage.

Any amounts disbursed by Lender (unless otherwise provided or agreed upon with Borrower pursuant to this paragraph 6, with interest thereon at the rate from time to time in effect under the Agreement) shall become additional indebtedness of Borrower obtained by this Mortgage. Unless Borrower and Lender agree in writing to other terms of payment, such amounts shall be payable upon demand from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense of defense, attorney's fees, or otherwise, and any action taken shall not release Borrower from any obligation in this Mortgage.

7. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, and shall give Borrower notice prior to any such inspection specifying reasonable cause therefor and the length of time for the inspection.

8. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby retained and shall be paid to Lender subject to the terms of any mortgage, or other security agreement with a lien which has priority over the Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Lender's interest, however, shall not be affected by release of such money received or make settlement for such money in the same manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of hazard insurance.

9. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment, acceptance by the Lender of payments other than according to the terms of the Agreement, or modification of payment terms of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release in any manner the liability of the original Borrower. Borrower's successors in interest or any guarantor or surety thereof, Lender shall not be required to accept any such extension or release or extend the time for payment or otherwise modify payment terms of the sums secured by this Mortgage, unless it is in writing and made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in any case, and any right of remedy, to which he or she may be entitled by applicable law, shall not be waiver of or preclude the exercise of any such right or remedy. The disbursement of insurance or the payment of taxes or other kinds of charges by Lender shall not be a waiver of Lender's right as otherwise provided in this Mortgage to accelerate the maturity of the indebtedness secured by this Mortgage in the event of Borrower's default under this Mortgage or the Agreement which it secures.

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Some members of group B are also included because they participated before or after this change.

23. ACTUAL KNOWLEDGE - A person, in this section, is a person who is a member of the public or a person who is not a member of the public but who has been given information by or on behalf of the authority which is relevant to the exercise of his functions as such a person.

22 TIME OF ESSENCE

Agreement signed by the Government of Canada and the Canadian Auto Parts Association, April 1988.

21 INCORPORATION OF TERMS A copy of these conditions and terms shall be part of every contract for the supply of services or goods.

20. REQUEST FOR NOTICES Bidders shall keep us advised of all changes, additions, deletions and other modifications made to Borrower's agreements to pay us or charge us to Borrower, and copies of record being made.

Upon acceleration under paragraph 1, neither of the beneficiaries secured by this Note shall be entitled to any interest accrued prior to the date of acceleration, nor shall either of them be entitled to any interest accrued after the date of acceleration.

18. ASSIGNMENT OF RENTS, APPOINTMENT OF RECEIVER, LENDER IN POSSESSION AS AND WHEN REQUIRED FOR THE PURCHASE OF THE PROPERTY. BORROWER SHALL HAVE THE RIGHT TO COLLECT AND REVENGE SUCH FEES AS MAY BE REQUIRED ON THE BASIS OF THE EXPENSES AND DEDUCTIVE

17. LENDER'S RIGHTS UPON DEMAND OR BORROWER'S DEATH OR INCAPACITATION. If the Borrower dies or becomes incapacitated, his or her estate or legal representative shall have all the rights and powers of the Borrower under this Agreement as if he or she were still living. If the Borrower dies or becomes incapacitated, the Lender may require the Borrower's estate or legal representative to provide such documentation as the Lender may reasonably request to establish the Borrower's death or incapacity and to make arrangements for the payment of the Obligations in accordance with the terms of this Agreement.

Small companies like ours is a spin-off of a separate Event of Default.

PROPERTY OF THE LIBRARY OF THE PROPOSERLY IN THE STATE OF NEW YORK, 1850. THIS BOOK IS THE PROPERTY OF THE BOSTONIAN LIBRARY SOCIETY, BOSTON, MASS.

15. EVENTS OF DEATH: _____

15. SODIUM BICARBONATE Copy 35ml. with water. Mix with 1/2 oz. of cornflour. Take 1/2 oz. at a time and drink it.

Proposed new laws of the State of Illinois for consideration, but set aside, due to the intervention of the Legislature, which is session.

11. **NOTICE** - It is important that you read this section carefully. It is the notice to the public that the property is being sold as part of a Chapter 13 Bankruptcy Case. It is also the notice to the public that the property is being sold at a Sheriff's Sale.

12. **GOVERNING LAW; SEVERABILITY** - The laws of the state selected by this paragraph shall be construed and applied to the sale of the real estate.

MORTGAGE RIDER

EQUITY RESERVE

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This Mortgage Rider is attached to and made part of a Mortgage dated [REDACTED] executed by the undersigned, the Borrower, to secure Borrower's obligations to FIRST NATIONWIDE BANK, A Federal Savings Bank, the Lender, under the Equity Reserve Account Agreement and Disclosure Statement (the "Agreement") of the same date and shall be deemed to amend and supplement said Mortgage.

INTEREST RATE AND PAYMENT ADJUSTMENTS. Paragraph 28 is hereby added to the Mortgage:

28. INTEREST RATE AND PAYMENT ADJUSTMENTS. The Agreement secured by this Mortgage contains the following provisions:

FINANCE CHARGES

Finance Charges for my Credit Line. The "Initial Finance Charge" section and "Periodic Finance Charge" section, including its subsections, "How Daily Interest Rate is Determined," "How Average Daily Balance is Figured," and "Current Finance Charge Rate," describe the Finance Charges payable in connection with my credit line and how they will be calculated.

A. Initial Finance Charge

To open my credit line I will pay the Loan Origination Fee and a Finance Charge, shown above, which is a one-time non-refundable Finance Charge. This amount may be posted to my credit line. If I want to avoid interest charges on this amount, I will pay this amount in cash when I sign this Agreement.

B. Periodic Finance Charges

Periodic Finance Charges, consisting of interest, will be charged on my credit line if there is an outstanding balance owing to the Lender on my credit line at the end of any day of the billing cycle. Interest will begin to accrue on the date a transaction is posted to my credit line. Interest will be calculated by applying the daily interest rate for that billing cycle to the average daily balance for that billing cycle and multiplying the result by the number of actual calendar days in the billing cycle. See "How Daily Interest Rate is Determined" and "How Average Daily Balance is Determined." This daily interest rate is subject to increase or decrease on the first day of each billing cycle. If there has been a change in the "Index" (defined below), if the daily interest rate increases, my minimum monthly payment will also increase (see "Minimum Payment").

1. How Daily Interest Rate is Determined

To determine the daily interest rate for my credit line for each billing cycle before that billing cycle begins, the Lender will go through the following Step 1 to get the "Index" for the billing cycle and Steps 2 and 3 to get the daily interest rate for the cycle.

Step 1. The Lender will determine the value of the "Index" as of the "Determination Date." The "Index" that will apply to my credit line will be the Prime Rate as quoted and published in the Western Edition of "The Wall Street Journal," currently published by Dow Jones and Co. The referenced Prime Rate is usually listed under a column entitled "Money Rates." In the event that on the Determination Date two or more Prime Rates are published, the Index will be the highest Prime Rate. The Lender will obtain the Prime Rate quoted (using up to the last two decimal places) on the 30th day of the month preceding the first day of the billing cycle. Unless there is no Prime Rate quoted for the 30th day, in which event the Lender will obtain the Prime Rate quoted for the next preceding day on which a Prime Rate was quoted.

In the event the Index, as described above, is no longer available, Index shall mean a substitute index selected by the Lender in compliance with federal law.

Step 2. The Lender will then add to the Index an amount referred to as the "Spread." The Spread will be 1.70%.

Step 3. The Lender will then divide the total of the Index plus the Spread by 365 to determine the daily interest rate that will apply for the next billing cycle.

2. How Average Daily Balance is Calculated

The Lender will calculate the Average Daily Balance by starting with the balance I owe at the beginning of each day in the billing period for that statement. The Lender will add any new loan advances and other charges and will subtract any payments and credits which are posted to my credit line during the day. The Lender subtracts all unpaid interest and late charges. This will result in the daily balance for the day. The Lender will then add together the daily balance for each of the days in the billing period and divide the total by the number of days in the billing period, which will result in my Average Daily Balance.

Interest will continue to accrue until my credit line balance is paid in full. You understand that I may receive a final billing statement showing only the interest which accrued from the closing date of the previous statement to the date on which the Lender received my payment of my remaining principal balance.

3. Current Finance Charge Rate

Based upon the Index in effect on the date this Agreement was prepared to signing the Agreement, the interest rate and the corresponding Annual Percentage Rate are as shown on the first page of this Agreement.

These rates are subject to increase or decrease at the beginning of the next and subsequent billing cycles based on increases and/or decreases in the Index.

IN WITNESS WHEREOF Borrower has executed this Mortgage Rider:

WITNESS

SEAL

BORROWER EDWARD R. PINK

SEAL

WITNESS

SEAL

BORROWER KATE BUCHMAN PINK

SEAL

WITNESS

SEAL

WITNESS

SEAL

BORROWER

SEAL

WITNESS

SEAL

BORROWER

SEAL

EQUITY RESERVE

Equity Reserve

An Equal Opportunity Lender

Equal Housing Lender

P.M. 11/11/01

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