

UNOFFICIAL COPY

WHEN RECORDED MAIL TO

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

THIS INSTRUMENT WAS PREPARED BY
DIANA SANDIFER FIRST NATIONWIDE BANK
NAME
1520 KENSINGTON RD - SUITE 300
ADDRESS
OAK BROOK, IL 80521

90161983

MAIL TO



SPACE ABOVE THIS LINE FOR
RECORDER'S USE DOC 78

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 31ST day of August, 1990, by and between SYLVIA ROWSEY and F/K/A SYLVIA TAYLOR AND BETHEL ROWSEY, HER HUSBAND

(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.

SEE ATTACHED EXHIBIT "A" (LEGAL DESCRIPTION) ATTACHED HERETO AND MADE A PART THEREOF. *Parcel on Blk 19 on the left addition to Boulevard Manor, being a sub of the SE 1/2 of the SE 1/4 & that part of the E 1/2 of the NE 1/4 lying south of the center line of Park Ave of Section 32, township 39N.*

DEPT-00 RECORDING \$16.25
191111 TRAM 4572 09/11/90 13:29:00
40245 2-90-461983
COOK COUNTY RECORDER

which has the address of (Street) 3719 SOUTH 57TH ST, Chicago, Illinois (Zip Code) 60635 (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") of even date herewith, in the maximum principal sum of US \$15,000.00, 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 Mortgagee, 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 sell nor permit any action to subdivide the Property or any part thereof.

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Borrower acknowledges that the Agreement subject to this Mortgage involves borrowing 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 in the indebtedness evidenced by the Agreement, together with any late 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 calendar days before due, all taxes, assessments, levies, and ground rents on or attached to the Property, including assessments of any kind and ground rents affecting the Property. Borrower shall keep the Property insured against fire, theft, and other hazards, including but not limited to flood insurance if the Property is situated in a flood-prone area, and shall maintain such insurance for the periods as Lender may require, but in no event less than the amount of the face of the mortgage and the amount of the security agreement which has or appears to have priority over this Mortgage plus the amount of the taxes and assessments on the Property.

The insurance policy 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 non-admission of fault clause in a form acceptable to Lender. Lender shall have the right to hold the policies and proceeds thereof, subject to the terms and conditions of the security agreement with a lien which has or appears to have any priority over this Mortgage. If Borrower neglects to pay or to effect timely renewal, Borrower shall promptly furnish Lender with a renewal notice and, if requested by Lender, a copy of the policy. If there is a loss, Borrower shall promptly supply copies of such loss to Lender with the required documentation.

In the event of a loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may, at its option, make a claim on behalf of Borrower.

Subject to the terms and conditions of any mortgage or other security agreement with a lien which has or appears to have any priority over this Mortgage, the amount secured by this Mortgage or Lender under any hazard insurance policy may, at Lender's sole option, first be applied to the indebtedness secured by this Mortgage and any sum under as Lender may determine to be owing to Lender, and the remainder, if any, shall be applied to the Property, and Lender, or its agent, is hereby authorized to do any of the above. Such application of proceeds shall not constitute a discharge or release of debt or of default under this Mortgage or invalidate any act done pursuant to such release.

If the Property is damaged by Borrower or if Borrower fails to respond to Lender in writing within 30 calendar days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to proceed to settle the claim, and to deduct 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 proceeds and in and to the proceeds thereof resulting from damage to the Property, prior to such sale or acquisition, shall become the property of Lender, and 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 ALTA policy of title insurance, with such endorsements as Lender may request and subject to such exceptions as Lender may approve in writing, insuring Lender's interest in the Property, and such costs to be provided to Lender at Borrower's expense, such further endorsements as Lender may request insuring Lender's continuing lien priority over all mortgages and releases as of the date hereof.

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

4. PRIOR MORTGAGES AND DEEDS OF TRUST, CHARGES, LIENS. Borrower shall fully and completely discharge, release, and satisfy any mortgage, or other security agreement with a lien which has or appears to have any priority over this Mortgage, and shall be obligated to make any payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fees and mortgages payable to the Property, and all encumbrances, charges, loans and liens (other than any prior first Mortgage) on the Property, which may attach or accrue 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 permanent impairment or deterioration of the Property, and shall fully and promptly comply with the provisions of any leasehold instrument in this Mortgage. If this Mortgage is to a unit in a condominium or planned unit development, Borrower shall promptly perform all of Borrower's obligations under the declaration, by-covenants creating or governing the condominium or planned unit development, and constituent agreements, all as may be amended 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 it 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 any instrument, or if any action or proceeding is commenced which affects Lender's interest in the Property or the rights or interests of Lender thereunder, a third claim upon Borrower, but does not due to Borrower pursuant to paragraph 11 hereof, may, without releasing Borrower from any obligations in this Mortgage, make such appearances, defend the action or proceeding, disburse such sums, including reasonable attorney's fees and costs incurred at the trial or appellate levels, and take such action as the Lender seems necessary to protect the security of this Mortgage.

Any amounts disbursed by Lender (and as otherwise provided or agreed upon with Borrower) pursuant to this paragraph, with interest thereon at the rate from time to time in effect under the Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree in writing to the terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. If the payment of the same is not made, Borrower shall require Lender to incur any expense or take any action hereunder and any action taken shall not release Borrower from any obligations in this Mortgage.

7. INSPECTION. Lender may, at any time, make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower reasonable notice and inspection for a reasonable cause thereafter related to Lender's interest in the Property.

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 proceeds of any insurance in lieu of condemnation, are hereby assigned 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 condemning authority to effectuate this paragraph. Lender is hereby authorized to apply or release such moneys received or made available for such moneys in the same manner and with the same effect as provided in this Mortgage for disposition of the 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 in 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 successor in interest or any guarantor or surety, thereof, Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify payment terms of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of Lender's right to exercise any such right or remedy. The procurement of insurance or the payment of taxes or other fees or 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.

90461993

This Mortgage Rider is attached to and made a part of a Mortgage dated AUGUST 31, 1990 given 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 supersede 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 (Initial 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 first two decimal places) on the 30th day (Determination Date) 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 charge(s). 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. I 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.

90461993

3. Current Finance Charge Rate

Based on the Index in effect on the date this Agreement was prepared for signing, the current daily 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 Sylvia Rowsey (SEAL)

WITNESS (SEAL)

BORROWER Sylvia Rowsey (SEAL)

WITNESS (SEAL)

BORROWER Bethel Rowsey (SEAL)

WITNESS (SEAL)

WITNESS (SEAL)

BORROWER (SEAL)

WITNESS (SEAL)

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AMOUNT OF 1988

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SYLVIA ROMNEY

DR. SYLVIA ROMNEY

REBECCA ROMNEY

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