WHEN RECORDED MAIL

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

1

THIS INSTRUMENT WAS PREPARED BY
JOE PRICE FIRST NATIONWIDE BANK

1520 KENSINGTON RD - SUITE 300

90390545

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

OTIMA

MORTGAGE AND ASSIGNMENT OF RENTS

OAK BROOK, IL

(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.

day o	July , 19 90, by and between, JOSEPH POTEMPA AND JO ANN IPA, HIS WILE AS JOINT TENANTS	
 (here Franc	"Borrower"), and FIRS (MATIONWIDE BANK, A Federal Savings Bank, whose address is 700 Market Street, San aco, California 94102 (herein "Lender").	
Bo prope	ower, in consideration of the indeptedness herein mortgages, grants and conveys to the Lender the following described y located in the County of	
	LOT 13 IN BLOCK 6 IN ARTPUR T. MCINTOSH AND COMPANY'S SOUTHLANDS UNIT 2 BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 25, TOWN- SHIP 36 NORTH, RANGE 12, HAST OF THE THIRD PRINCIPAL MERIDIAN IN	
	COOK COUNTY, IL. . DEPT-01 RECORDING . T#1111 TRAN 3537 08/10/90 13:58 . #2823 # A # PD-39054 . COOK COUNTY RECORDER	16.1 100 15
	TAX PARCEL #: 27-25-400-028	

which has the address of (Street)	17260 OLEANDER		
(City) TINLEY PARK	, Illinois (2	Tip Code) 3047	7
(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 inductedness evidenced by an EQUITY RESERVE ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT ("Agreement") of even date herewith, in the maximum principal sum of U.S. \$72,000.00 , 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 Mortgager to the Mortgage on the date hereof but all such future advances, whether such advances are obligatory or to be made at the option of the Mortgage, 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.

90390545

UNOFFICIAL COPY

PHOUS OF MAUTER STHAY 16850) No. (190 CANARY BORROWER **EOUITY RESERVE** My Commission Expires 10/14/92 Notery Public, State of Illinois Michael Hoschett My Commission Expires:∣ OFFICIAL SEAL" Given under my hand and official seal, this 90 HILC TIXIC Itee voluntary act, for the uses and purposes therein set forth as inemuliari biss ent belevileb bas bengis 2 appeared before me this day in person, and acknowledged that 🛌 personally known to me to be the same person(s) whose nainc(s) subscribed to the foregoing instrument, a Notary Fublic in and for said county and state, do hereby certify that STATE OF ILLINOIS **F3WORPOB** JOSEPH POTEMPA JO ANN POTEMPA Borrower and Level resquest the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure corn. REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

AON-UNIFORM CONVENTS. Borrower and Lender further covenant and agree as follows:

25. ACCELERATION: REMEDIES, Except at a foroused on personal should be any sure secured by this Mortgage, Lender prior to acceleration shall give notice to a hour manufacture. By when due any sure secured by this Mortgage, Lender prior to acceleration shall give notice to the source and the notice are mailed to Borrower to the source and the notice are mailed to Borrower to the source and (4) that failure to cure such breach no ro before the date specified in the notice may result in acceleration of the sure secured by this Mortgage. Greeclosure by judicial proceeding, and sale of the Property specified in the notice may result in acceleration of the sure secured by this Mortgage. It is not to the date specified in such a source of a date and the cure and the sure secured by this Mortgage. It is not cure as the section of the sure secured by this Mortgage. It is not cured on or before the date specified in such to section and the sure secured by this Mortgage to be immediately due and page to the date specified in acceleration of the sure secured by this Mortgage to be immediately due and page to the date specified in such proceeding all expenses of foreclosure.

26. BORROWER so the Mortgage by Judicial proceeding Lender shall be entitled to celect in such proceeding all expenses of foreclosure.

26. BORROWER so the Mortgage by Judicial proceeding Lender shall be entitled to celect in such proceeding all expenses of foreclosure.

26. BORROWER so RICHATOR SHALLAR is an entitled to save any proceeding beginning Lender's acceleration of the sure secured by this Mortgage and title reports.

27. BORROWER shall on any other coverants and agreements of Borrower takes and the longer secured by the sure secured by the sure

emain in full force and effect as it no acceleration had occurred.

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Borrower acknowledges that the Agreement secured by this moltgage or the force 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 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 delinquency, all taxes, assessments (including condominium or planned unit development assessments, if any), and ground rents affecting the Property. Borrower shall keep the improvements now existing or her after erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards (collectively referred to as "Hazards") as Lender may require including but not limited to flood insurance if the Property is located in a designated flood hazard area, and in such amounts and for such periods as Lender may require, but in no event shall such amounts be less than the face amount of any obligation secured by any mortgage or other security agreement which has or appears to have priority over this Mortgage plus the amount of the line of credit secured by 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 mortgage clause in favor of and in a form acceptable to Lender, Lender shall have the right to hold the policies and renewals thereof, 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 payment directly. Borrower shall promptly furnish to Lender all renewal notices and, if requested by Lender, all receipts of paid premiums. If policies and renewals are held by any other person, Borrower shall supply copies of such to Lender within ten calendar days after issuance.

In the event of local Brirrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly 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 determine or be released to Borrower for use in repairing or reconstructing the Property, and Lender is here's threvocably authorized to do any of the above. Such application or release shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

If the Property is abandoned by Borrowe, or it Borrower fails to respond to Lender in writing within 30 calendar days from the date notice is malled by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is irrevocably authorized to settle the claim and to collect 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, little 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 rate or acquisition shall become 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 lost of an ALTA policy of title insurance) with such endorsements as Lender shall request and subject to such exceptions as Lender may approve in withing kinder's interest in the Property and shall cause to be provided to Lender at Borrower's expense such further endorsements as Lender into the quest insuring Lender's continuing tien priority over encumbrances not of record as of the date hereof.

- 3. APPLICATION OF PAYMENTS. Unless applicable law provides off erwise, 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 by Borrower under the Agreement or this Mortgage and then to the principal balance on the line of credit.
- 4. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS. Bond or shall fully and timely perform all of Borrower's obligations under any mortgage, or other security agreement with a lien which has or appears to he any priority over this Mortgage, including Borrower's covenants to make any payments when due, Borrower shall pay or cause to be paid all taxes, assistant and other charges, lines and impositions attributable to the Property and all encumbrances, charges, loans and liens (other than any priority over this 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; CONDOMINIUM 3; PLANNED UNIT DEVELOPMENTS. Borrower shall use improve and maintain the Property in compliance with the law, shall keep the Property in cool condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyed, shall not confirm waste or permit impairment or deterioration of the Property and shall fully and promptly comply with the provisions of any lease with Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or planned unit development, borrower shall promptly perform all of Corrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent occurse its, 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 a greements 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 container 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 paragraph 11 hereof, may, without releasing a prover from any obligation 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 deems necessary to protect the security of 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 secured by it is Nortgage. Unless Borrower and Lender agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder 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, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor 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 part thereof, or for conveyance 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 condemnation authority to effectuate this paragraph. Lender is hereby irrevocably authorized to apply or release such moneys received or make settlement for such moneys 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 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 waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other items 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 elefault under this Mortgage or the Agreement which it secures.

CHARLES BERNELL HELL WAS BURNESSE

Forder of any Montgage of other encountednos with a tien prior to this Montgage give notice to Montgage at PO. Box 462X. Ostborok, Illinois 60522.

REDUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGE, Mortgagor and Mortgagoe request that the peinoes sseupeineprii anjue em jo uogezejaone ur jinse. Kew pojoulosse peldwelle kuy. Kijed prim kur kaj jeulosse od jeu knii obi bury 54 NO PSSAMPTION. Because the extension of credit herein is based upon Mordagor's personal financial circumstances, the Agreement and

mail to Lender at the address shown on Page 1 for First Nationwide Bank or to such other address as Lender may designate by written notice. Any notice is deposited to the this Mortige shall be deemed to have been given on the date hand delivery is actually made or the day notice. Any control is actually made or the day notice. Any control is a local transfer and the day notice. Any control is a local transfer and the day notice. as Borrower may designate by written notice to Lender as provided herein, and (b) any notice to Lender shall be given by registered or certified erass mail addressed to Borrower tor Borrower's successors, here, regatees, devisees and assigns) at the Property Address or at such other address 11. NOTICE, Except for any notice required under applicable law to be given by hand delivering it to or by mailing such notice by first notice. Except for any notice required under applicable law to be given by hand delivering it to or by mailing such notice by first. masonine dender includes the feminine and/or neuter and the singular number includes the plural

are for convenience only and are not to be used to interpret or define the provisions hereof in this Morigage, whenever the context requires, the Becomes or modifying this Mortgage as to that Borrower's interest in the Property. The captions and headings of the paragraphs of this Mortgage the Agreement or under this Morigage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodulions with regard to the terms of this Morigage or the Agreement, without that Borrower's consent and without releasing that and accents shall be cannot several. Any Borrower who co-signs this Mortgage, but does not execute the Agreement. (a) is co-signing this Mortgage, (b) is not personally liable on the opinion and convey that Borrower's interest in the property to Lender under the lemma of this Mortgage, (b) is not personally liable on the property of grant and convey that Borrower's interest in the property and convey that Borrower's interest in the Borrower's in contained shall brind, and the rights hereunder shall coverage successors, heirs, legalees, devisees and assigns of Lender and Borrower subject to the provisions of paradiciph 16 hereof. All coverage and agreements of Borrower (or Borrower's successors, heirs, legalees, devisees saying and socially by mind and social saying saying and social saying saying and social saying sayin 10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIBBILITY; CO-SIGNERS; CAPTIONS. The covenants and agreements herein

15 COVERNING LAW-SEVERBELLITY. The loan secured by this Mordage shall be construed and governed by the laws of the United States the U.S. mail system as titst class mail addressed as provided in this paragraph th

browisions of this Mortgage or the Agreement which it secures from the remaining provisions and such decision shall affect only such provision and shall the validity or enforceability of the remaining a constraind or interpreted by a count of competent jurisdiction to be void, invalid, or unenforceable, then such provision shall be deemed separable and the rules and requisitions promulgated thereunder shall be construed as inconsistent and contrary therewith. If any provision of this Mondage 19% O, the 319te of himore which world teatrot the Feuget in endedrud in activities which see not broughted of it pa the jame of the During States and the chies and requisitions promulgated inereunder and with the laws of the State of illinois not contrary therewith Any

ดยายดา ทอดธิดางวิชา 13 BOHBOME V.3 CODY. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after

or accorded by Irak or solution and may be exercised concurrently independently or anddestably or temedy under this Mondage are discussed commissive right or remedy under this Mondage.

15. EVERTS OF DEFALL. In a detion to the Event of Default caused by sale of transfer of, or promise to sell or transfer all or any part of the body never selective the transfer of the Credit Decuments. (2) Lender receives a Default. The events are a first of events and transfer and transfer or a first over the transfer and transfer and provided transfer or a first over the transfer and transfer and transfer or a first over the transfer and transfer or a first or a firs

paragraph of the termination actions actions the property of the Property on longer the Borrower's principal residence

unplad to make displace of a separate Event of Delauti the casolisms of creat exclanged by the Agreement after Borray's same transfer to bromise to self or transfer the Property or any inferest therein provident consent, excluding (a) the creation of a liep or encumbrance subordinate to this Mortgage, or (b) the creation of a purchase money secure is price in the subunder and under the Agreement and Lender may. If Lender is price is about the subunder and under the Agreement and Lender may. If Lender is price is a price at the subunder and under the Agreement and Lender may. 16. TRANSFER OF THE PROPERTY. It all or a by dat of the Property or an interest therein is sold or transferred by Borrower without Lender's

and the control of th 1) FENDER'S RICHTS UPON DEFAULT. If Biscower stall become on a grant under this Mortgage, Lender shall have high the hight four not the obliga-

perform to you to other obligations owing under the Agreement and Mongage as they become due to obligation to pay any installments or or opposed in the obligation to pay any installments or condemnia or lose cours, and condemnia and sale of the perty 18, Office and smooth owing by Lender to Borrower against the Borrower's condemnation or the escrow account: rents, condemnation or the escrow account: rents, condemnation or the condemnation or the escrow account: rents, condemnation or the condemnation or the escrow account: rents, condemnation or the condemnation or the escrow account: rents, condemnation or the condemnation or the escrow account: rents, condemnation or the condemnation o

as ignatic tender the rents of the Property, provided that prior to acceleration under paragraph. Indeed or the occurrence of an Event of Default in personneer or as they become due and payable them as they become due and payable them as they paragraph. If the Property Lender in person, by agent or by judicially appointed receiver, them acceleration under paragraph. It beteal or absorption of the Property Lender in person, by agent or by judicially appointed receiver. 18 PASIGNMENT OF RENTS: APPOINTMENT OF RECEIVER; LENDER IN POSSE, SICA, As additional security hereunder, Borrower hereby

the objection and application of the rents shall not outen or waive any Event of Detault or notice of default becenning to invalidate any act done purand the leaders with the retire of according any for those amonate actually received the entering upon and it for 3 possession of the Property and and without requely and context of any abountly for the indeptedness secured by this Mongage, shall be antitled to enter upon, take possession of and the Property and collection of rents, including the Property and collection of rents, including but an electric a specific appropriate to payment of the Property and collection of rents, including but an electric appropriate to payment of the property and collection of rents, including but an electric about and reasonable afromes and then to the cums secured by this Mongage. Lender our receiver a point and reasonable afromes are to electric about and the cums secured by this Mongage.

ples build a central stating in the About as the same adverse and the same and the same at As that course entries may in the culture make to Bordwer which are secured by the Mortgage Lender will discharge and release this Mortgage. 19. RELEASE OF MORTGAGE When Londer has been paid all amounts due under the Agreement, under this Mortgags, and under any notes

the first sends, rends, sends of notices of lorecosting from the holder of any sends of notices of forecosting the holder of any sends. 50 BEGNEST FOR NOTICES. Bottower requests that copies of any notice of default and notice of sale by addressed to Bottower and sent to

abebuoy studio ado abed on upo, las fide issuper supplied in loss

necessary and content as a section of the fixent of Detaut ander the Agraement shall considute an Event of Default hereunder without further 21. INCORPORATION OF TERMS, An of the terms conditions and processors of the Agreement secured by this Montgage are by this reference

55" LIME OF ESSENCE Time is of the essence in this Mondage and Agreement

33. ACTUAL KNOWLEDGE. For purposes of this Mortgage Lender will not be deemed to have received actual knowledge of information required

event or information from a source Lender receipt shall be determined by relatence to the "Received" date stamped on such written assistance. Described the desired with the government of the second se Competion state witten natice by Lander or Lander's agent. With regard to other events or information not provided by Borrower under the Credit ADITAN TRIES IN White the second of the second in the second second in the second of t

approprietable Ride: allache à herain and incorporated herain by this reference wabe rilapoan to Japean to appro-

This Mortgage Rider is attached to and made a part of a Mortgage dated ULY 27, 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 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 (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.

8. 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 are result by the number of actual calendar days in the billing cycle. (See "How Dally Interest Rate is Determined" and "How Avance" 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 Price 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 cuoted and published in the Western Edition of The Wall Street Journal, currently published by Dow Jones and Co. The referenced Frime 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 deair a places) on the 30th day (Determination Date) of the month preceding the first day of the billing cycle, unless there is no Prime Fate 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 Fate 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 ar an ion int referred to as the "Spread." The "Spread" will be 1.70

Step 3. The Lender will then divide the total of the ly and 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 ungain 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 Falance.

Interest will continue to accrue until my credit line balance is paid in full. I undurstand 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 for signing, the cur, en' 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 M	lortgage Rid	er lash Palus	
WITNESS	(SEAL)	PORROWER JOSEPH POTEMPA	(SEAL)
WITNESS	(SEAL)	Children Potente.	
MITNESS	(SEAL)	BORROWER JO ANN POTEMPA	(SEAL)
MITNESS	(SEAL)		
VITNESS	(SEAL)	BORROWER	(SEAL)
VITNESS	(SEAL)		
/ITNESS	(SEAL)	BORROWER	(SEAL)

WITNESS

(SEAL)

Property of Cook County Clerk's Office

CV.1

CO ARD POTEMPA