

WHEN RECORDED MAIL TO

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91013724

FIRST NATIONWIDE BANK
EQUITY RESERVE CENTER
P.O. BOX 4627
OAK BROOK, IL 60522

THIS INSTRUMENT WAS PREPARED BY
JOE PRICE FIRST NATIONWIDE BANK
NAME
1520 KENSINGTON RD - SUITE 300
ADDRESS
OAK BROOK, IL 60521

MAIL TO

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 3RD day of December, 1990, by and between, THOMAS R. NIEMOTKA AND MARY H. NIEMOTKA, HIS WIFE, AS JOINT TENANTS

therein (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 mortgaged, grants and conveys to the Lender the following described property located in the County of COOK, State of Illinois

LOT 18 (EXCEPT THE EAST 20 FEET THEREOF) AND ALL OF LOT 19, IN BLOCK 8 IN W.D. MURDOCK MARQUETTE PARK ADDITION A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THE EAST 50 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$16.25
T83333 TRAN 3020 01/09/91 13141800
#5134 + C --91-013724
COOK COUNTY RECORDER

TAX PARCEL #: 19-23-328-040

-91-013724

which has the address of, Street 3755 W. 70TH ST.
City, CHICAGO
Illinois (Zip Code) 60629

(herein "Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights appurtenant thereto; subject however to the rights and authorities given herein to Lender to collect and apply such rents, royalties, mineral interest & gas rights, and profits, water, water rights, and water stock insurance and compensation proceeds, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be part of the property covered by this Mortgage; and all of the foregoing together with said property (or the leasehold estate if the 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 \$12,000.00, or so much thereof that may be advanced and outstanding with interest thereon, providing for monthly payments in accordance with the terms thereof.

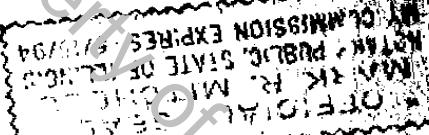
The Mortgage is given to secure a "Revolving Credit" loan as defined in Illinois Revised Statutes, Chapter 17, Section 10/10, and secures not only the indebtedness from the Mortgagor to the Mortgagee on the date hereof but all such future advances, whether such advances are obligatory or to be made at 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 incurred 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.

1625

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PROPERTY RESERVE



... signed and delivered to the foregoing instrument as
subscribed to me this day in person, this _____ day of _____, 19_____.
SOLVAY HARRIS, Notary Public, State of Illinois
My Commission Expires 6/1/94

STATE OF ILLINOIS

THOMAS R. NIRMOTKA

MARY H. NIRMOTKA

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10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS; CAPTIONS. The covenants and agreements herein contained shall bind, and the property hereinunder shall bear to the respective successors, heirs, legatees, devisees and assigns of Lender and Borrower and to the persons mentioned hereinafter. All covenants and agreements of Borrower for Borrower's successors, heirs, legatees, devisees and assigns shall be binding upon such successors, heirs, legatees, devisees and assigns. Any Borrower who co-signs this Mortgage, but does not execute the Agreement, (a) is co-signing this Mortgage as a witness, (b) has no interest in the property to Lender under the terms of this Mortgage, (b) is not personally liable for the payment of the principal amount of the loan, and it appears that Lender and any other Borrower hereunder may agree to extend, modify, forbear or make any other arrangement concerning the terms of this Mortgage or the Agreement without that Borrower's consent and without releasing that Borrower from his/her liability for the payment of the principal amount of the loan, (c) has no interest in the property. The captions and headings of the paragraphs of this Mortgage shall not be used to interpret or define the provisions hereof. In this Mortgage, whenever the context requires, the singular number includes the plural, and the plural number includes the singular.

10.42. Notwithstanding anything contained in the foregoing, if the notice required by law to be given under applicable law to the Borrower or any other party to whom notice is required by law to be given to the Borrower or such other party is not given in accordance with the requirements of this paragraph 10, then such notice shall be given in accordance with the requirements of this paragraph 10, except that the notice shall be given by hand delivery, telecopy or by mailing such notice by first class mail to the Borrower's successors, heirs, legatees, devisees and assigns, at the Property Address or at such other address as Borrower may designate in writing, notice to Lender as provided herein, and for any notice to Lender shall be given by registered or certified mail to the address of Pegeon First National Bank or to such other address as Lender may designate by written notice. Any notice given by the Borrower to Lender shall be deemed to have been given on the date hand delivered, telecopied or mailed or the date expressed as prescribed in this paragraph 10.

12 GOVERNING LAW & JURISDICTION: The documents created by this Mortgage shall be governed by the laws of the State of New York, without regard to conflicts of law principles. The parties hereto agree that any action or proceeding relating to this Agreement and the documents created hereunder and/or the laws of the State of New York, including the validity, interpretation, performance and enforcement of this Agreement and the documents created hereunder, shall be brought in the state and federal courts located in the County of Westchester, State of New York. The parties hereto further agree that the venue of any such action or proceeding shall be limited to the County of Westchester, State of New York.

19 BORROWER'S SIGNATURE: I have read or been shown a conforming copy of the Agreement and I am a Member of the Board of Directors of the Bank.

14 REMEDIES CUMULATIVES — *Amelanchier canadensis* (Vaccinaceae) — *Mountain-ash* — *Canadian mountain-ash* — *Red-flowering mountain-ash*

15. EVENTS OF DEFAULT. An "Event of Default" is defined by one or more of the following events occurring during the term of the Credit Documents:

(a) if Borrower, when required to do so, fails to pay any amount due under the Credit Documents;

(b) if Borrower fails to pay any amount, including any amounts due under the Credit Documents, when such amounts are due or become due under the Credit Documents;

(c) if Borrower fails to furnish information to Borrower's credit applicator or make any false or misleading statement to its credit applicator concerning any property of any kind, whether real, personal, or mixed, held by Borrower which would reasonably be relied upon by such credit applicator in determining to extend credit to Borrower;

(d) if Borrower receives notice of knowledge that Borrower has failed to pay any amount due under the Credit Documents when such amounts are due or become due under the Credit Documents;

(e) if Borrower fails timely to make payment of any amount due under the Credit Documents;

(f) if the continuation of any other creditor of Borrower attempts to foreclose against Borrower's interest in any collateral held by Borrower to keep any other covenant or agreement contained in any of the Credit Documents not otherwise specified in this paragraph; **provided, however, that the Property is no longer the Borrower's principal residence.**

ENDER'S RIGHTS UPON DEFAULT. If Borrower shall fail to make a default under this Mortgage, Lender shall have the right to foreclose upon Borrower and without releasing Borrower from any obligations herein, at its option, to exercise all such rights as may be available to it under paragraph 15, the Lender shall have each and every one of the following rights of addition to the rights set forth in paragraph 15, (a) Offset any amount owing by Lender to Borrower against the amount of any deficiency in the proceeds of sale of the property, (b) Enforce any other legal right which Lender may have. Notwithstanding any provision of this Mortgage to the contrary, if there is any default or release the Borrower from the obligation to pay any indebtedness or any other obligation hereunder, the Lender may foreclose this Mortgage as they became due.

8. ASSESSMENT OF RENTS, APPOINTMENT OF RECEIVER, AND LEADER IN POSSESSION. At a judicial hearing before the Banker having jurisdiction over the Property, the Banker shall have the right to collect and retain sums rents as they come due and payable under paragraph 7 of this instrument, or the Property. Leader, in person, by agent or by attorney appointed in writing, the principal of any security for the obligations incurred by this Mortgagee, shall be called to inter upon, take possession of the Property and make over thereunto all rents and revenues of the Property, including those past due. All rents collected by Leader shall be applied first to payment of the cost of operation and management of the Property and collection of rents, including but not limited to, attorney's fees, reasonable expenses, reasonable attorney's fees, and then to the sum secured by this Mortgage. Leader shall be liable to the Banker only for those amounts so fully recovered. The entering upon and taking possession of the Property and the rents thereof shall not constitute any Event of Default or notice of default hereunder or invalidate any act done pursuant thereto.

19. RELEASE OF MORTGAGE. When Lender has been paid all amounts due under the Agreement, under this Mortgage, and under any notes and other documents, in the future made by Borrower which are serviced by the Mortgage, and when Lender has released this Mortgage, Lender shall issue a certificate stating that this Mortgage has been satisfied. Borrower agrees to pay all costs of recording said certificate.

21. INCORPORATION OF TERMS. All of the terms, conditions and provisions of the Agreement shall be incorporated by reference in each of the Deeds of Assignment of Mortgages and the Mortgage Deeds, reference being made to the relevant reference number of the Deed of Assignment of Mortgages and the relevant reference number of the Deed of Assignment of Mortgages.

22. TIME OF ESSENCE. The right to sue in this Matter and Agreement

23 ACTUAL KNOWLEDGE For purposes of this Mortgage, Lender will not be deemed to have received actual knowledge of information contained in a document delivered to Lender if, without notice to Lender, and the date of actual receipt of such information at the address set forth on Paragraph 1 of this FIRST FIFTH ADDENDUM, no such action or omission is taken by Lender to Borrower. Such date shall be conclusively deemed to be the date the information was first brought to Lender's attention by Lender's agent. With regard to other events or information, Lender will be deemed to have received 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 or a public or private title company. The actual date of receipt shall be determined by reference to the date stamp stamped on such written notice or to Lender's affidavit.

24. NO ASSUMPTION because the nature of credit herein is based upon Mortgagor's personal financial circumstances, the Agreement and this instrument shall not be assumed by any third party. Any attempted assumption may result in acceleration of the entire indebtedness secured hereby.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGE. Mortgagor and Mortgagee request that the holder of any Mortgage or other encumbrance with a lien prior to this Mortgage give notice to Mortgagee at P.O. Box 4627, Oak Brook, Illinois 60522 within fifteen (15) days of any default under such superior encumbrance and of his sale or other foreclosure action.

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8. BORROWER NOT RELEASED; FORFEITURE NOT RELEASED. Execution of the time for payment agreement by the borrower shall not be deemed to be a waiver of any right or remedy of the lender in respect of any other provision of this agreement.

8. CONCLUDING STATEMENT. In conclusion, it is recommended that any area of concern or consideration be addressed by the appropriate authority.

7. INSPECTION: Lender may make or cause to be made an inspection of the Premises and inspectors of the Bank, provided that Lender shall give

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8. PROTECTION OF LENDER'S SECURITY INTERESTS AND AGREEMENTS. Lender and in this Note agree to the following in regard to the protection of Lender's security interests and agreements:

3. PREFERENCE TO PLANE OR HILL PERFORMANCE. Bicyclists' self-reports of performance were collected at the end of each 10-min segment of the cycling task. The preference for plane or hill performance was determined by the number of times the subject indicated a preference for plane or hill performance.

3. APPROVAL OF PAYMENTS. Under circumstances where it is necessary to make payments prior to final audit, the auditor may approve such payments if he has information which indicates that payment is justified and that the amount is reasonable. Such payments shall be subject to audit at the earliest opportunity.

It is also important to note that the property is located in a rural area, which may limit its appeal to certain buyers.

The Paperboy is assigned to leaders of the party to aid in any necessary operations and in aid to the DBO's funds provided by the members.

The Framework of a Bottom-up Model within the Context of the Standard Model is studied. The model is based on the concept of a local gauge symmetry and the corresponding local gauge fields. The model is shown to be consistent with the standard model and to provide a unified description of the fundamental forces of nature.

Qualifications: Previous sales and marketing experience, including the ability to identify and develop new business opportunities.

unprecedentedly with his head. An untrained person could easily fall over in this position.

The use of credit securities by this holding company, or any other holding company controlled by it, to acquire assets and to reduce indebtedness, shall be subject to prior approval of the Board of Governors of the Federal Reserve System, due to the unusual nature of such a holding company.

TAXES AND INSURANCE Because taxes and insurance are expenses that you must pay, it's important to understand the basics of each.

PAYMENT OF PRINCIPAL AND INTEREST The principal and interest due in accordance with any rate charged, membership fees, or other charges imposed under applicable law and demand by applicable law.

survives such acknowledges that the Agent has been given authority to make payment on behalf of the Lender to carriers, brokers, and other persons involved in the transaction, and that the Agent may do so without notice to the Lender.

MORTGAGE RIDER**UNOFFICIAL COPY**

DBO: DBO

This Mortgage Rider is attached to and made a part of a Mortgage dated **DECEMBER 3, 1990**, given by the undersigned
the Borrower, to secure his/her obligations to FIRST NATIONWIDE BANK, A Federal Savings Bank (the "Lender") under the Equity
Reserve 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 2B is hereby added to the Mortgage.

2B. 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

Interest charges, or fees consisting of interest, will be charged on my credit line if there is an outstanding balance owing to the Lender at 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 is also increased (see "Minimum Payment").

1. How Daily Interest Rates Determined

To determine the daily interest rates for my credit line for each billing cycle before the Lender will go through the following steps 1 through 3 listed for the following steps and Steps 4 and 5 to set the daily interest rates for that cycle:

Step 1: The Lender will refer to the "Index" as of the "Determination Date." The Index that will apply to my credit line will be the Prime Rate as quoted or published in the Western Edition of *The Wall Street Journal*, currently published by Dow Jones & Co. The selected Prime Rate is usually listed under a column entitled Money Rates. In the event that on the Determination Date, there are more Prime Rates as published, the Index will be the highest Prime Rate. The Lender will quote the Prime Rate quoted in the column of the last two decimal places on the 30th day (Determination Date) of the month preceding the first day of the billing cycle, or the closest to the first day of the billing cycle if for the 30th day in which event the Lender will quote the Prime Rate quoted for the day preceding the day on which a Prime Rate was quoted.

If there is no Prime Rate as described above, a longer available Index shall mean a substitute index selected by the Lender in compliance with the Prime Rate.

Step 2: The Lender will then add to the Index a amount related to as the "Spread" (The Spread will be **1.70**).

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

2. How Average Daily Balance Is Calculated

The Lender will calculate the Average Daily Balance by starting off the bottom line of the beginning of each day in the billing period (or start date) and the ending date. The ending will add any new *deposits* advances and certain charges (not subtracted as a payment) and credits which are posted to my credit line during the day. The Lender subtracts all *deposits* advances 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. I understand that I may receive a final billing statement showing only the amount I which accrued from the opening date of the previous statement to the date on which the Lender received my payment of my last monthly principal payment.

3. Current Finance Charge Rate

Based upon 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 THOMAS R. NIEMOTKA

(SEAL)

WITNESS:

(SEAL)

BORROWER MARY H. NIEMOTKA

(SEAL)

WITNESS:

(SEAL)

WITNESS:

(SEAL)

BORROWER

(SEAL)

WITNESS:

(SEAL)

EQUITY RESERVE

WITNESS, BORROWER

DRAFT - REVERSE SIDE

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ANTOMELI A RAMONI

ANTOMELI M RAMI

RECEIVED