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FIRST NATIONWIDE BANK EQUITY RESERVE CENTER 1520 KENSINGTON ROAD DAK BROOK, IL 60521

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ADDRESS

1520 KENSINGTON ROAD OAK BROOK, IL 60521

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 day of JUNE 7, 1991, by and between, JUDITH L. MANN (herein "Burrower"), and FIRST NATIONWIDE BANK, A Federal Savings Bank, whose address is 700 Market Street, San Francisco, Califor na 94102, (herein "Lender").

Borrower, in consideration of the inceptedness herein mortgages, grants and conveys to the Lender the following described nd property located in the County of CODK State of Illinois.

LOT 39 IN HOMEWOOD TERRACE NORTH, 15 SING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 5, TOV. NSHIP 35 NORTH, RANGE 14, EAST OF THE

THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ICLINOIS

COMMONLY KNOWN AS: 18518 CENTER STREET, HOMEWOOD, ILLINOIS

PIN: 32-05-118-044

DEPT-01 RECORDINGS

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COOK COUNTY RECORDER

which has the address of 18518 CENTER AV., HOMEWOOD, Illinois 60430 [herein "Property Address").

TOGETHER WITH all the improvements now or horeafter crected on the Property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herrin to Lender to collect and apply such rents), royalties, mineral oil and gas rights and profits, water, water rights, and water stock, incurence 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 toget er with said property (or the lensehold estate if this Mortgage is on a leasehold! are hereinafter referred to as the "Property";

FOR THE PURPOSE OF SECURING: The repayment to 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 U.S. \$ 50000.00 or so much thereof his may be advanced and outstanding with interest thereor, providing for monthly payments in accordance with the terms thereof. This Mortgage is given to secure a "Revolving Credit" loss as defined in Illinois Revised Statutes, Chapter 17, Section 6405 and secures not only the indebtedness from the Mortgagor to the Mortgages 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 ro incebtedness 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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Borrower acknowledges that the Agreement sectored by Mishoring a processor. Imaging their things, a revolving line of credit up to the maximum credit limit amount stated above, a variable interest rate, and the right of Lander 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 Lander covenant and agree as follows.

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shell 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 shell pay, at least ten calendar days before delinquency, all taxes, assessments (including condominulum or planned unit development assessments, if any), and ground rents affecting the Property, Borrower shell keep the improvements now existing of herealiter erected on the Property insured against loss by fire, hexade included within the term extended coverage, and such that the second property insured against loss by fire, hexade included within the term extended coverage, and such that the second property insured against loss by fire, hexade included within the term extended coverage, and such any ordinated flood hexader dares, and in such amounts and for such periods as Lender may require, but in no event shell emounts be less than the lace amount of any obligation secured by any mortipage 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 shell be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All insurances policies and renswalls thereof sh

- 3. APPLICATION OF PAYMENTS. Unless applicable law receives 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 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 Borrower shall fully and timely perform all of Borrower's obligations under any mortgage, or other security agraement with a lien which has or appears to have any priority over this Mortgage, including Borrower's appears to make any payments when due, Borrower shall pay or cause to be paid all taxes, assessments and other charges, lines and impositions attributeble to the Property and all encumbrances, charges, loans and liens (other than any prior first Mortgage) on the Property which may attein any priority over this Mortgage and lessehold payments (rigiound rents; if any.
- 5. PRESERVATION AND MAINTENANCE OF PROPERTY: LEASEHOLDS: CUNTOMINIUMS: PLANNED UNIT DEVELOPMENTS. Borrower shall use, improve and maintain the Property in compliance with the law, shall kee," he Property in good condition and repair, including the repair or restoration of any improvements on the Property which may be demaged or destroyed, shall not commit or permit waste or permit impairment or deterioration of the Property and shall fully and promptly comply with the provision, of any lease if this 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 Borrower's obligations under the declaration or covariants creating or governing the condominium or planned unit development, and constituent documents, all as may be amended from 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 any shall amend and supplement the covenants and agreements of this Mortgage as it the rider were a part hereof.
- 6. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and a repments contained in this Mortgage or in the Agreement, or if any action or proceeding is commenced which affects Lender's interest in the frojecty or the rights or powers of Lender, then Lender without demand upon Borrower, but upon natice to Borrower pursuant to paragraph 11 net soll may, without releasing Borrower from any obligation in this Mortgage, make such appearances, defend the action or proceeding, disburst such sums, including reasonable attermey's fees and costs incurred at the trial or appealate levels, and take such action as the Lender deems recessary to protect the socurity 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 indebtedners of Borrower secured by this Mortgage. Unless Borrower and Lender agree in writing to other terms of payment, such amounts shall be parable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any arganee 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, righted that Lender shall collections are 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 lieu which has priority over the Mortgage. Betrower agrees to execute such in the documents as may be required by the condemnation authority to effectuate this persgraph. 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's successor in equired 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's successors in interest. Any forbestance by Lender in exercising any right or remedy hereunder, or otherwise afforced by applicable law, shell 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 liens or charges by Lender shall not be a weiver 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.
 - 10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS; CAPTIONS. The covenants and agreements hardin contained shall bind, and the rights hereunder shall inure to the respective successors, heirs, legateds, devisees and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower for Borrower's successors, heirs, legateds, devisees and assigns) shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Agreement, (a) is co-signing this Mortgage only to grant and convey that Borrower's interest in the property to Lender under the terms of this Mortgage, (b) is not personally liable on the Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Agreement, without that Borrower's consent and without releasing that Borrower's modifying this Mortgage as to that Borrower's interest in the Property. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. In this Mortgage, whenever the context requires, the mesculine gander includes the feminine and/or neuter, and the singular number includes the plural.

11. NOTICE. Except for any notice contributed upday applicated by the private in efective marker, (a) and notice to Borrower for Borrower's successor, heirs, lagatees, devision and maligner provides for an average and the cive of hand delivering it to or by mailing such notice by first class mail addressed to Borrower for Borrower's successors, heirs, logatees, devision and sudpain at the Property Address or at such other address as Borrower may designate by written notice to Lander as provided herein, and (b) any notice to Lander ability of the property address by registered or certified mail to Lander at the address shown on Page 1 for First Nationwide Bank or to such other address as Londer may designate by written notice. Any notice provided for in this Mortpage shall be deemed to have been given on the date hand delivery is actually made or the day notice is deposited into the U.S. mail system as limit class mail addressed as provided in this paragraph 11. 12. GOVERNING LAW-SEVERABILITY. The lean secured by this Mortgage shall be construed and governed by the laws of the United States and the rules and regulations promulgated thereunder, and with the laws of the State of Illinois not contrary thereto or inconsistent therewith. Any law of the State of Illinois which would restrict the Lender in engaging in activities which are not prohibited of it by the laws of the United States and the rules and regulations promulgated thereunder shall be construed as inconsistent and contrary therewith. If any provision of this Mortgage is construed or interpreted by a court of competent jurisdiction to be void, invalid, or unenforceable, then such provision shall be deemed separable from the remaining provisions and such decision shall affect only such provision and shall not affect the validity or enforceability of the remaining provisions of this Mortgage or the Agreement which it secures. 13. BORROWER'S COPY. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or 14. REMEDIES CUMULATIVE. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or accorded by law or equity, and may be exercised concurrently, independently, or successively. 15. EVENTS OF DEFAULT. In addition to the Event of Default caused by sale or transfer of, or promise to sell or transfer, all or any part of the Property, or any interest therein, which event is specifically covered in paragraph 16 hereof, set forth below is a list of events which will constitute Events of Default. The events are: (1) Borrower fails to pay in a timely manner any amounts due under the Credit Documents; (2) Lender receives actual knowledge that Borrower emitted material information in Borrower's credit application or made any false or misleading statements on Borrower's credit application; (3) Borrower files for bankruptcy under any provision of any state bankruptcy law or under any federal bankruptcy set in effect at the time of filing; (4) Lender receives actual knowledge that Borrower has defaulted under any credit instrument or Mortgage evidencing or securing a loan to Borrower which loan has priority in right of payment over the line of credit described in the Agreement or whose lien has or appears to have any priority over the lien hereof, or any other creditor of Borrower attempts to (or actually does) soize or obtains a writ of attachment against the Property; (5) Borrower fails to keep any other covariant or agreement contained in any of the Credit Documents but otherwise specified in this paragraph 15; or (6) The Lender receives actual knowledge that the Property is no longer the Borrower's princip in or dence. 16. TRANSFER OF The PROPERTY. If all or any part of the Property or an interest therein is sold or transferred by Borrowar without Lender's prior written consum excluding (a) the creation of a lian or encumbrance subordinate to this Mortgage, or (b) the creation of a purchase money security in error for household appliances, such event shall constitute an Event of Default hereunder and under the Agreement and Lender may, at Lender's or (co.), declare all the sums secured by this Mortgage to be immediately due and payable. Any use or attempted use by Borrower of the revolution, no of credit evidenced by the Agreement after Borrower's sale, transfer, or promise to sell or transfer the Property or any interest therein shull answer of a separate Event of Default.

17. LENDER'S RIGHTS UPON DETAL'.T. If Borrower shall become in default under this Mortgage, Lander shall have the right (but not the obligation) and without notice or deman, u on Borrower and without releasing Borrower from any obligations hereof, at its option, to declare all sums secured hereby intracdiately due virt in 30 days and may make or do this in such manner and to such extent as it may deem necessary to protect the security hereof. If Borrower in default as described in paragraph 15, the Lender shall have each and every one of the following rights in addition to the right of foreclosure by judicial proceeding and sale of the property: (a) Offset any amount owing by Lender to Borrower against the Borrower's debt to Lender; (b) Aprily any amoney which Lender may have in its possession (such as balances in the secrow account, rents, condemnation or insurance proceeds) such state in debtedness eximply Borrower to Lender; (c) Enforce any other logal right which Lender may have. No such offset or application is mentioned in Items (a) and (b) above shall cure any default or relieve the Borrower from the obligation to pay any installments or perform any of it, off or obligations owing under the Agreement and Mortgage as they become due.

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

payable.

Upon acceleration under paragraph 17 hereof or abanch ment of the Property, Lender, in person, by agent or by judicially appointed receiver, and without regard to the adequacy of any security for the indebtedness secured by this Mortgage shall be entitled to enter upon, take possession of and manage the Property, and in its own name suction or collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment in the costs of operation and management of the Property and collection of rents, including but not limited to receiver's fees, premiums on receiver's bends and reasonable atterney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account. In the operation are accounted to the property and the collection and application of the rints shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done pursuant to such notice.

19. RELEASE OF MORTGAGE. When Lender has been paid all amounts of a noter the Agreement, under this Mortgage, and under any notes for additional loans Lender may in the future make to Borrower which are easy of by the Mortgage, Lender will discharge and release this Mortgage by delivering a certificate stating that this Mortgage has been satisfied. Forrower agrees to pay the Lender a responsible Release Fee as the Lender may require for preparing the certificates of release and shall pay all joins of recording said certificate.

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

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

22. TIME OF ESSENCE. Time is of the assence in this Martyage and Agreement.

23. ACTUAL KNOWLEDGE. For purposes of this Mortgago, Lender will not be deemed to have regived actual knowledge of information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at the address shown on Page 1 for FIRST NATIONWIDE BANK, for such other address specified by Lender to Borrower). Such date shall be conclusively determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent. With regard to other events reministen not provided by Borrower under the Credit Documents, Lender will be deemed to have actual knowledge of such event or information as the date Lender receives a written notice of such event or information from a source Lender received to be reliable, including but not limited to, a court or other governmental agency, institutional lender, or title company. The actual date of receipt shall be determined by reference to the "Received" data stamped on such written notice by Lender or Londer's agent.

See Mortgage Rider attached herote and incorporated herein by this reference.

24. NO ASSUMPTION. Because the extension of credit herein is based upon Mortgagor's personal financial circum terces, the Agraement and this Mortgage may not be assumed by any third party. Any attempted assumption may result in accolaration of the entire indebtedness secured hereby.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGE. Mortgager and Mortgage request that the holder of any Mortgage or other encumbrance with a lien prior to this Mortgage give notice to Mortgage at 1520 Kensington Road, Oak Brook, IL 50521, Attention: EQUITY RESERVE CENTER, of any default under such superior encumbrance and of any sale or other foreclosure action.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

25. 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 due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 11 hereof specifying; (1) the breach (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that listing to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclessive by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to roinstate after acceleration and the right to assert in the foreclosure and the right to assert in the foreclosure. If the breach is not cured on or before the date specified in the notice, Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

28. BORROWER'S RIGHT TO REINSTATE. Notwithstanding Lander's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings began by Lander to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage it: (a) Borrower pays Lander all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lander in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lander's remedies as provided in paragraph 25 hereof, including, but not limited to, reasonable attorneys' leas; and (d) Borrower takes such action as Lander may reasonably require to assure that the lien of this Mortgage, Lander's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

27, WAIVER OF HOMESTEAD. Borrower hereby waives all right of homestead exemption in the Property.

AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lander, at Lander's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.	
Julith L. Mann	
BORROWER JUDITH L. MANN	BORROWER
BORROWER	BORROWER
STATE OF ILLINOIS	
COUNTY OF COOK SS.	
	said county and state, do hereby certify tha personally known to me to be the same person(s) whose
name(s)appears	subscribed to the foregoing instrument, appeared
before me this day in person, and acline wiedged that	s he signed and delivered the said
instrument as her free voluntary act, for the use	es and purposes therein set forth.
Given under my hand and official seal, this 8th with WITNESS my hand and official seal.	day of <u>June</u> , 19 <u>91</u> .
My Commission Expires:	***************************************
Barbara D. Wilson	"OFFICIAL SEAL" Barbara B. Wilson Cook County Nitary Public, State of Illinois
NOTARY SIGNATURE	Notary Public, State of Illinois My Commission Expires 6/5/92
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MORTGAGE RIDER

This Mortgage Rider is attached to and made a part of a Mortgage dated JUNE 7, 1991 given by the undersigned (the "Borrower") to secure Borrower's obligations to FIRST NATIONWIDE BANK, A Federal Savings Bank (the "Londer") 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 Gradit 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 Londor on my credit line at the end of any day of the billing cycle. Interest will begin to accrue on the data a transaction is acsted 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 "Flow 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 billing). If the daily interest rate increases, my minimum monthly payment will also increase (see "Minimum Paymen" ().

1. How Daily Interest Rate It Datermined

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 refunded Prime Rate is usually listed under a column outified 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 1.7000%.

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

2. How Average Dally 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 for n advances and other charges and will subtract any payments and credits which are posted to my credit line during the 15%. The Lender subtracts all unpaid interest and late charge(s). This will result in the daily balance for the day. The Lender will from add together the daily balance for each of the days in the billing period and divide the total by the number of divising the billing period, which will result in my Average Daily Balance. Average Dally 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 devices 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 current daily interest rate and the corresponding Annual Percentage Rate are as shown on the first page of this Agreeme it.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage	Rider. July 1/2. Miens
WITNESS	BORROWER JUDITH L. MANN
Joan C. Harnen	V
Detty & Martiner	
WITNESS	BORROWER
WITNESS	
WITNESS	BORROWER
WITNESS	
WITNESS	BORROWER

UNOFFICIAL COPY

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