

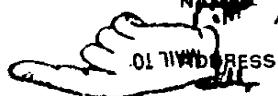
UNOFFICIAL COPY

WHEN RECORDED MAIL TO

1ST NATIONWIDE BANK
EQUITY RESERVE CENTER
1520 KENSINGTON ROAD
OAK BROOK, IL 60521

THIS INSTRUMENT WAS PREPARED BY

Michelle D. Hines
NAME: Michelle D. Hines



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)

93595684

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 JULY 6, 1993, by and between, FIRST BANK & TRUST CO. OF ILLINOIS AS TRUSTEE, U/T/A DATED 4/23/90, TRUST #10-1558 (herein "Borrower"), and 1ST NATIONWIDE BANK, A Federal Savings Bank, whose address is 135 Main Street, San Francisco, California 94105, (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.

LOT 20 IN BLOCK 2 IN ARTHUR T. MCINTOSH AND COMPANY'S NORTHWEST ACRES BEING A SUBDIVISION IN THE S 1/2 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10 EAST, COOK COUNTY, ILLINOIS.

Permanent Index Number: 02-22-118-006

which has the address of 471 W. DANIELS ROAD, PALATINE, Illinois 60067 (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 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. \$ 10000.00 or so much thereof as 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 take nor permit any action to subdivide the Property or any part thereof.

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

Covenants. Borrower and Lender covenant and agree as follows.

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due in accordance with the terms of the Agreement the principal and interest on the indebtedness evidenced by the Agreement, together with any 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 hereafter 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 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 mortgagor 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 loss, Borrower 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 hereby irrevocably 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 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 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 sum secured by this Mortgage.

If the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition shall 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 cost of an ALTA policy of title insurance, with such endorsements as Lender shall request and subject to such exceptions as Lender may approve in writing, insuring Lender's interest in the Property and shall cause to be provided to Lender at Borrower's expense such further endorsements as Lender may request insuring Lender's continuing lien priority over encumbrances not of record as of the date hereof.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and this Mortgage shall be applied first in payment of any finance charge payable under the Agreement, then in payment of any other amounts (excluding principal) payable to Lender 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 agreement with a lien which has or appears to have 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, assessments and other charges, fines and impositions attributable to the Property and all encumbrances, charges, loans and liens (other than any prior first Mortgage) on the Property which may attain any priority over this Mortgage and leasehold payments or ground rents; if any.

5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLES; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall use, improve and maintain the Property in compliance with the law, shall keep the Property in good condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyed, shall not commit or permit waste or permit impairment or deterioration of the Property and shall fully and promptly comply with the provisions of any leases 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 covenants creating or governing the condominium or planned unit development, and constituent documents, 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 the rider were a part hereof.

6. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage or in the Agreement, or if any action or proceeding is commenced which affects Lender's interest in the Property or the rights or powers of Lender, then Lender without demand upon Borrower, but upon notice to Borrower pursuant to paragraph 11 hereof, may, without releasing Borrower from any obligation 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 this Mortgage. 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 monies received or make settlement for such monies 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 a 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 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.

10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors, heirs, legatees, devisees and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower (or Borrower's successors, heirs, legatees, 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 or 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 masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

93595653

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4 3 5 9 - 6 1 4

This Mortgage is executed by
FIRST BANK & TRUST CO. OF ILLINOIS
not personally but as Trustee as aforesaid in the exercise of the
power and authority conferred upon and vested in it as such Trustee
(and said FIRST BANK & TRUST CO. OF ILLINOIS
hereby warrants that it possesses full power and authority to execute
this instrument), and it is expressly understood and agreed that
nothing herein or in said Account Agreement and Disclosure Statement
contained shall be construed as creating any liability on the said
first party or on said
FIRST BANK & TRUST CO. OF ILLINOIS
personally to pay the said Account Agreement and Disclosure Statement
or any interest that may accrue thereon, or any indebtedness accruing
hereunder, or to perform any covenant either express or implied herein
contained, all such liability, if any, being expressly waived by
Trustee and by every person now or hereafter claiming any right or
security hereunder and that so far as the first party and its
successors and said
FIRST BANK & TRUST CO. OF ILLINOIS,
personally are concerned, the legal holders of said Account Agreement
and Disclosure Statement and the owner of any indebtedness accruing
hereunder shall look solely to the premises hereby conveyed for the
payment thereof, by the enforcement of the lien hereby created, in the
manner herein and in said Account Agreement and Disclosure Statement
provided or by action to enforce the personal liability of the
Guarantor, if any.

93595684

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27. **WAVES OR HOMESTEAD.** Borrower hereby waives all right of homestead exemption in the property.

26. BORROWER'S RIGHT TO RESCINCE. Notwithstanding anything else contained in the Note or in any Proceeding begun by Lender to enforce the Note or any Proceeding begun by Borrower to enforce the Note, Borrower's right to rescind the Note or any Proceeding begun by Lender to rescind the Note shall remain in full force and effect as if no acceleration had occurred.

NON-UNIFORM GOVERNMENTS. Borrower and lender agree that any assignment of any interest in the Note or in any other agreement and/or addendum to the Note or in any other document provided in paragraph 1 shall not affect the rights of the Noteholder under the Note or any other agreement and/or addendum to the Note or in any other document provided in paragraph 1.

2A. NO ASSIGNMENT. Because this extraction of credit herein is based upon Morganage's personal financial circumstances, the Agreement and this Mortgage may not be assumed by any third party. Any attempted assignment of credit herein under any provision of law or otherwise shall be void.

23. ACTUAL KNOWLEDGE. For purposes of this Mortgage, Lender will not be deemed to have received actual knowledge of such information at the date of execution of this Mortgage unless Lender has been furnished with written notice of such information by Lender or by the Agent.

without further notice to Borrower.

21. INCORPORATION OF TERMS. All of the terms, conditions and provisions of this Agreement are set forth on page one of this Mortgage.

for additional 10-year periods may be taken under the same conditions as the original loan.

possessor or holder of the Property and the collector and applicant shall not incur or waste any Event of Default or notice of default by the Mortgagor.

15. ASSIGNMENT OF RENTS: APPORTIONMENT OF RENTS; LEASER IN POSSESSION. A addition security heunder, Breatherer hereunder, to pay any instalments or payments in respect of the other obligations owing under this agreement and mortgages as they occur.

gathered that the Borrower will use the proceeds of the Note for general corporate purposes, including, but not limited to, working capital, acquisitions, and capital expenditures.

The Borrower's principal residence.

13. BORROWER'S COPY. Borrower shall be furnished a copy of this Agreement and of this Mortgage at the time of execution after recordation hereof.

Any law of the State of Illinois which would restrict the Landor in engagging in activities which are not prohibited or which would interfere with the exercise of his right to freedom of speech, press and assembly, or to prohibit him from carrying on his business as a manufacturer of clothing, shall be unconstitutional.

11. **WATERFALL, CASCADAS, AND SERRANAS** - The waterfalls, cascadas, and serranas of the Rio Grande de Manabí are among the most beautiful in Ecuador. They are located in the Andes mountains, between the provinces of Pichincha and Cañar. The most famous waterfall is the Cascada de la Virgen, which drops 1,200 feet from the peak of Cerro Chico. Other notable waterfalls include the Cascada de la Cachimba, Cascada de la Virgen, Cascada de la Virgen del Rosario, and Cascada de la Virgen de la Candelaria.

12. **GOVERNING LAW - SEVERABILITY** - The loan secured by the mortgage shall be construed and governed by the laws of the United States made of or by written notice to Lender. Any notice given to Lender shall be deemed given on the date it is delivered unless otherwise directed in writing. If any provision of this Agreement is held illegal or unenforceable, such provision shall be stricken and the remainder of this Agreement shall remain in full force and effect.

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(IL-2/91)

EQUITY RESERVE
36166
825-8038630

921995693

NOTARY SIGNATURE

MY COMMISSION EXPIRES:

GIVEN under my hand and official seal, this _____ day of _____, 19____

I, _____, a Notary Public in and for said county and state, do hereby certify that name(s) _____, personally known to me to be the same person(s) who(a) before me this day in person, and acknowledged that he _____ subscribed to the foregoing instrument, appeared free voluntarily and without any undue influence or duress, and delivered the said instrument as _____, free voluntary act, to the uses and purposes therein set forth.

COUNTY OF _____,) SS.

STATE OF ILLINOIS

BORROWER
SARROWER
NOT PERSONALLY KNOWN AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 23, 1990, AND KNOWN AS TRUST NUMBER 10-1556

1

UNOFFICIAL COPY

27. WATER OF HONESTEAD. Borrower hereby waives all rights of homestead exemption in the property.

25 BORROWERS' RIGHTS TO RENTAL STATE. Notwithstanding anything else in the Mortgagee's Note or otherwise, the Borrower may exercise its rights under this section if the Mortgagor fails to make any payment when due or if the Mortgagor fails to pay the taxes or other assessments levied against the Mortgaged Property by the appropriate governmental authority or if the Mortgagor fails to pay any other amount required by law to be paid by the Mortgagor in connection with the Mortgaged Property.

25. ACCEPTATION; REMEDIES. Except as provided in paragraph 16 hereof, upon any sums so paid by the Master, lessor or holder prior to completion of any agreement or arrangement of payment or delivery, the holder shall have the right to require payment in full before the Master may release, include in the Master's possession, or otherwise dispose of the property, and may proceed to sell the same if the holder has not collected in full the amount due him.

22. NO ASSUMPTION OF LIABILITY. The undersigned hereby states that he has read and understood the foregoing statement of facts and that he does so under protest of perjury.

23. ACTUAL KNOWLEDGE. For purposes of this Mortgage, Lender will not be deemed to have received a copy, knowledge of or notice of information required to be communicated to Lender in writing by Borrower until the date of receipt of such information by Lender.

21. INCORPORATION OF TERMS. All of the terms, conditions of Default under the Agreement and provisions of the Agreement shall apply to the Events of Default hereunder without further notice to Seller.

20. REQUEST FOR NOTICE - Before we request that you give us notice of any change in your address or telephone number, we will send you a copy of our "Request for Notice" form. This form will ask you to tell us what address or telephone number you want us to use.

18. ASSIGNEEMENT OF RENTS: APPORTIONMENT OF RENTS—Letter of Deed in Possession. As additional security for payment of the debts and expenses of the Proprietor, provided that prior to the execution under seal of such instrument, the Proprietor shall have the right to collect all rents and charges due and payable by the lessees to the Proprietor, he or she may deduct from the same the amount of the debts and expenses of the Proprietor, and the balance so remaining shall be paid over to the lessees.

16. **THE TRANSFER OF PROPERTY.** (1) If any part of the property of a firm or of any other person ceases to be owned by him, or if any interest in it is sold or transferred to another, excepting only the right to receive payment for goods supplied or services rendered, such event shall constitute a transfer of the property of the firm or of the other person, and the transferee shall be entitled to all the rights and powers which the firm or the other person had in respect of the property so transferred.

(15) Borrower shall at all times keep true and accurate books of account and shall furnish to Lender at such reasonable times and places as Lender may designate, full and true information concerning its business, financial condition and assets.

Under the leadership of Dr. John B. Powers, the Board of Education has adopted a new system of classification for the schools of the city. This system will be effective for the school year beginning September 1, 1911.

15. EVENTS OF THE EVENT IN ADDITION TO THE EVENT OF TRANSFER, ALL OR ANY PART OF THE PROPERTY OF THE SELLER OR PURCHASER WHICH IS NOT SPECIFIED IN THE CONTRACT OF PURCHASE AND SALE, WHETHER IN THE FORM OF DOCUMENTS, INFORMATION, STATEMENTS, OR OTHERS, WHICH ARE PROVIDED BY THE SELLER OR PURCHASER, SHALL BE DEemed TO BE TRANSFERRED BY THE SELLER OR PURCHASER, WHETHER OR NOT THE SAME ARE REFERRED TO IN THE CONTRACT OF PURCHASE AND SALE.

13. BORROWER'S COPY. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution.

Government of Ontario would provide funding for the construction of a new bridge across the St. Lawrence River at the site of the existing bridge.

12. GOVERNING LAW AND JURISDICTION. The law selected by the Member shall be governed and governed by the laws of the United States.

11. NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to Barricade Software or Barricade

MORTGAGE RIDER

This Mortgage Rider is attached to and made a part of a Mortgage dated JULY 6, 1993 given by the undersigned (the "Borrower") to secure Borrower's obligations to 1ST 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.

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 1.7000%.

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.

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.

SEE RIDER CONTAINING TRUSTEE'S EXCULPATORY CLAUSE

BORROWER

FIRST BANK AND TRUST COMPANY OF ILLINOIS,
NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST
AGREEMENT DATED APRIL 23, 1990, AND KNOWN
AS TRUST NUMBER 10-1556

BORROWER

BORROWER

UNOFFICIAL COPY

Property of Cook County Clerk's Office
Refugee Support

UNOFFICIAL COPY

Property of Cook County Clerk's Office
30000000

UNOFFICIAL COPY

NOTARY PUBLIC, BENJAMIN D. DOBBEI

MY COMMISSION EXPIRES 8/10/94
NOTARY PUBLIC, STATE OF ILLINOIS
BENJAMIN D. DOBBEI
"OFFICIAL SEAL"

GIVEN under my hand and notarial seal, this 10TH day of JULY, 1993.

uses and purposes herein set forth.
own free and voluntary act as the free and voluntary act of said Company, as Trustee as aforementioned, for the
corporate seal of said Company, did affix the corporate seal of said Company to said instrument as it is
forth; and the said Assistant Trust Officer, then and there acknowledge that he, as custodian of the
as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes herein set
and acknowledge that they signed and delivered the said instrument as their own free and voluntary act and
such ~~Assistant~~ Trust Officer and Assistant Trust Officer, respectively, appeared before me this day in person
personally known to me to be the same persons whose names are subscribed to the foregoing instrument as
Trust Company of Illinois (formerly known as First Bank and Trust Co., Plaistow, Illinois), who are
MICHAEL J. KALITOWSKI, Assistant Trust Officer and
HEREBY CERTIFY THAT ROBERT G. HERSHENORN, Assistant Trust Officer and
BENJAMIN D. DOBBEI, a Notary Public in and for said County in the State aforesaid, DO
COUNTY OF COOK)
STATE OF ILLINOIS)
SS)
ATTEST: *[Signature]* Assistant Trust Officer
[Signature]
MAY: *[Signature]*
10-1556 and not individually.
Plaistow, Illinois, as trustee under Trust Number
(formerly known as First Bank and Trust Company,
FIRST BANK AND TRUST COMPANY OF ILLINOIS
and attested by its Assistant Trust Officer this 10TH day of JULY, 1993.
signed by its Assistant Trust Officer and Assistant Trust Officer, and its corporate seal to be hereunto affixed
APRIL 23, 1990 and known as Trust Number 10-1556, has caused these present to be
IN WITNESS WHEREOF, First Bank and Trust Company of Illinois (formerly known as First Bank and
by reason hereof or thereof, all such personal liability, if any, being expressly waived and released.
or beneficiaries as aforesaid, and no personal liability shall be asserted to be enforceable against said Bank
agreements, conditions and representations are made solely upon the direction in behalf of the beneficiary
individual capacity. The Trustee has no knowledge of the actual matter herein contained and all
beneficiary or beneficiaries under the said Trust without any intention of binding the said Trustee in its
instrument that said Trustee has affixed its signature hereto as such Trustee by direction in behalf of the
contained in the within instrument, it being specifically understood by any and all parties dealing with this
counterparty notwithstanding, to the performance of any of the terms, conditions and representations made and
hereinafter described and the Trustee does not oblige itself hereunder, anything herein contained to the
Plaistow, Illinois), not personally, but solely as Trustee under and pursuant to that certain Trust Agreement
is executed by First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co.,
ILLINOIS, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL
23, 1990 AND KNOWN AS TRUST NUMBER 10-1556 AND 1ST NATIONALWIDE BANK
THIS MORTGAGE RIDER DATED JULY 6, 1993 BETWEEN FIRST BANK AND TRUST COMPANY OF