WHEN RECORDED MAIL TO

THIS INSTRUMENT WAS PREPARED B

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

AGDRESS WAIL TO:

ELLI.

1520 KENSINGTON ROAD OAK BROOK, IL 60521

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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 SELES THE PROPERTY. YOUR LOAN WILL CONTAIN PROVISIONS FOR AN ADJUSTABLE INTEREST RATE. مغبر

THIS MORTGAGE AND ASSI', PIMENT OF RENTS (herein "Mortgage") is made SEPTEMBER 27, 1993, by and between, IRENE WHEELER, NKA IRENE REED MIRRIED TO RICHARD E. REED / (herein "Borrower"), and FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK, whose a ldress is 135 Main Street, San Francisco, California 94105-1817 (herein "Lender").

Borrower, in consideration of the indeptr does herein recited, mortgages, grants and conveys to Lender the following described property located in the County of COOK, state of Illinois,

LOT 205 IN WILLOW WOOD, BEING A SUBCLASION OF PART OF SECTION 14, TOWNSHIP 421 RECORD -T

NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Permanent Index Number: 02-14-206-009 🗹

which has the address of 658 POMPANO LANE, PALATINE, Illinois 60067 (herein "Property Address").

TOGETHER WITH all the improvements now or hereafter enected 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 togother 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 (the Agreement") of even date herewith, in the Emaximum principal sum of U.S. \$ 27000.00, or so much thereof as may be advanced and outstanding with Finance Charges thereon, providing for: monthly payments in accordance with the terms thereof, with the parance of the debt, if not paid earlier, due and payable on SEPTEMBER 27, 2008; the payment of all further or future advances as shall be made by Lender or its successors or assigns, to or for the benefit of Borrower, or his or her heirs, personal representatives or assigns, within 20 years from the date hereof, to the same extent as if such future advances are made on the date of execution of this Mortgage, provided, however, that the total principal secured hereby and remaining unpaid, including any such advances, shall not at any time exceed the aggregate outstanding maximum principal sum of U.S. \$27000.00; other sums which may be due to Lender under any provision of the Agreement or this Mortgage and all modifications hereof, with Finance Charges thereon; and the payment of all other sums, with Finance Charges thereon, as may be paid out or advanced to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower contained herein or in the Agreement.

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 unancumbered except for encumbrances of record as of the date hereof. Borrower warrants that Borrower 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.

Borrower acknowledges that we Agreement secured by this Mortgate provides for almong other things, a revolving line of credit up to the maximum principal sum stated above, a variable interest rate, referred to in the Agreement as "Annual Percentage Rate," and the right of Lender to cancel future advances for reasons other than default by Borrower. Reference is made to the Agreement for the specific terms, covenants, conditions and provisions thereof which are incorporated herein by this reference. Any term not herein defined shall have the meaning set forth in the Agreement.

COVENANTS, Borrower and Lender covenant and agree as follows:

- 1. PAYMENT OF PRINCIPAL AND FINANCE CHARGES. Borrower shall promptly pay when due in accordance with the terms of the Agreement the principal and Finance Charges on the indebtedness evidenced by the Agreement, together with any late charges, and other charges imposed under the Agreement.
- 2. TAXES AND INSURANCE. Borrower shall pay, at least ten calendar days before delinquency, all taxes, assassments (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 amount be less than the face amount of any obligation secured by any deed of trust, mortgage or other security agreement which has or appears to have priority over this Mortgage ("Prior Lien") plus the amount of the revolving line of credit secured by this Mortgage, unless such amount exceeds the full replacement cost of the improvements.

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, shall include a standard mortgagee clause in favor of and in a form acceptable to Lender, and shall provide that Lender will be given at least thirty (30) days' prior written notice in the event of cancellation or reduction of insurance coverage. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any Prior Lien. If Borrower makes the premium payment directly, Borrower shall promptly furnish to Lender all renewal notices and, if requested by Lender, all receipts of pall premiums. If policies and renewals are held by any other person, Borrower shall supply copies of such to I inder within ten calendar days after issuance.

In the event of lots, 3 crower 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 Prior Lien, the amounts collected by Borrower or Lender under any hazard insurance policy may, at Linder's sole discretion, either be applied to the indebtedness secured by this Mortgage and in such order as provided in paragraph 3 or be release 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 Enrower, or 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 sums 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 demage to the Property of an become the property of Lender to the extent of the sums secured by this Mortgage.

Borrower shall pay the cost of an ALTA poincy of title insurence, with such endorsements as Lender shall request and subject to such exceptions as Lender may approve in writing, insuring I ...der'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 lary provides otherwise, all payments received by Lender under the Agreement and this Mortgage shall be applied first in payment of any Finance Characteristics and the Agreement, then in payment of any late charges due, then in payment of any other amounts (excluding principal) payable to Jender by Borrower under the Agreement or this Mortgage, and then to the principal balance on the revolving 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 Prior Lien, including Borrower's covenants to make any payr ents when due. Lender can rely on any notice of default from any holder of a Prior Lien and may take any reasonable action necessary, including Lender's payment of any amounts that the holder of the Prior Lien claims are due, even though Borrower denies that any such default oxins. Porrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property and all excurbinances, charges, loans and liens (other than any Prior Lien) on the Property which may attain any priority over this Mortgage and leasehold and every item described above in this paragraph.
- 5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CON'DO'MINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall use, improve and maintain the Property in compliance with the law, shall keep the /rr-erty in good condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyer, reall not commit or permit waste or permit impairment or deterioration of the Property and shall fully and promptly comply with the provisions 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 promp", 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 "la" 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 agreement or if any action or proceeding is commenced which affects Lender's interest in the Frontry or the rights or powers of Lender, Lender, without demand upon Borrower, but upon notice to Borrower pursuant to persgraph 11 herest may, without releasing Borrower from any obligation in this Mortgage, make such appearances, defend the action or proceeding, disburse such some, including reasonable attorney's fees, and take such action se Lender desme 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 Finance Charges thereon at the Annual Percentage Rate from time to time in effect under the Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Sorrower and Lender agree in writing to other terms of payment, such changes all be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shair requisited by the expense or take any action hereunder and any action taken shall not release Borrower from any obligation in this Mortgree.

- 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 inspections 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 Prior Lien. 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 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's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shell not be a weiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other lines 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 16 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 without that Borrower's consent and without releasing 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 plurel.

11. NOTICE, Except for any notice required under application by the fiver in another member: (a) my notice to Berrower for Berrower's successors, hitrs, legaters, devisees and assigns) provided for in this Mortgage shall be given by hand-delivering it to driby milling such notice by first class mail addressed to Berrower for Berrower's successors, heirs, legaters, devisees and assigns) at the Property Address or at such other address as Berrower may designate by written notice to Lender as previded herein; and (b) any notice to Lender shall be given by registered or certified mail to Lender at the following address: 1520 Kensington Road, Suite 300, Oak Brook, IL 60521, ATTN: EQUITY RESERVE CENTER, or to such other address as Londer may designate by written notice. Any notice provided for in this Mortgage shall be addressed as provided in this paragraph 11. 12. GOVERNING LAW-SEVERABILITY. The revolving line of credit accured by this Mortgage shall be construed and governed by the laws of the United States and the rules and regulations promulgated thersunder, and with laws of the State of Illineis not contrary thereto or inconsistent therewith. Any law of the State of Illineis which would restrict Londer in engaging in activities which are not prohibited of it by the laws of the United States and the rules and regulations promulgated thersunder 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 vaid, 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 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. 16. 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 18 hereof, set forth below is a list of events which will constitute Events of Default. The events are: (a) Borrower fails to meet the payment terms of the Agreement; (b) Borrower engages in fraud or material misrepresentation in connection with Borrower's use of the revolving line of credit or Borrower omitted material information in or made any false or misleading statements on Borrower's credit application; or (c) Borrower's action or inaction adversely affects the Property or Lander's interest in the Property. 16. TRANSFER OF THE PROPERTY. If all or any part of the Property or any interest therein is sold or transferred by Borrower without Lender's prior written, on ant, excluding: (a) the creation of a lien or ensumbrance subordinate to this Mortgage; or (b) the creation of a purchase money security interest for household appliances, such event shall constitute an Event of Default hereunder and under the Agreement, and Lender may, at Lender', option, declare all the sums secured by this Mortgage to be immediately due and payable. 17. LENDER'S RIGHTS JPON DEFAULT. Upon the accurrence of an Event of Default under this Mortgage, Lender shall have the right (but not the obligation) and without releasing Borrower from any obligations hereof, at its option, to deciare all sums secured herefy in mediately due within thirty (30) days and may make or do this in such manner and to such extent as it may deem necessary to protect the second year of Borrower is in default, as described in paragraph 15 and 16, Lender shall have each and every one of the following rights in addition to the right of torsolosure by judicial proceeding and sale of the property: (a) offset any amount owing by Lender to Borrower against Borrow. Is able to Lender; (b) apply any money which Lender may have in its possession (such as bulenoss in the eserow account, rents, condomination or insurance proceeds) application as mentioned in items (a) and (b) above shall ours any default or railove Borrower from the obligation to pay any timistinents or perform any of its other obligations owing under the Agraement and Mortgage as they become due. 18. ASSIGNMENT OF RENTS; APPOINTMEN. A RECEIVER; 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, Policywer shall have the right to collect and retein such rents as they become due and payable. Upon acceleration under paragraph 17 hereof or spandonment of the Property, Lender, at any time without notice, in person, by agent or by judicially appointed receiver, and without regard to the "d'quecy of any security for the indebtedness encured by this Mortgage, shall be artified to enter upon, take possession of and manage the Property and in its own name sue for or collect the Property, including those past due. All rents collected by Lender or the receiver site? Le applied first to payment of the costs of operation and management of the Property and collection of rents, including but not limited to recipie of each, premiums on receiver's bonds and reasonable attorney's foss, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those amounts actually received. The entering upon and taking possession of the Property and the collection and application of the rents shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done pursuant to such notice. 19. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyon, also to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two centences shall not apply to be presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to no..., or residential uses and to meintenance of the Property.

Borrower shall promptly give Lender written notice of any Investigation, value, domand, lawsuit or other action by any governmental or regulatory agoncy or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remodiation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law Environmental Law.
As used in this paragraph 19, "Hazardous Substances" are those substances of fined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic potroler in products, toxic pesticides and harbicides, volatile solvents, materials containing asbestos or formaldehyde, and radiosctive materials. As used it this paragraph 19, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection. 20. RELEASE OF MORTGAGE. When the Agreement is terminated, either at the Flant, of ment Data or otherwise as provided in the Agreement, and provided that Lender has been paid all amounts due under the Agreement and this Mortgage, Lender will discharge and release this Mortgage by delivering a certificate stating that this Mortgage has been satisfied. Borrower agrees to pay Lender a lee for preparing the certificate equal to the lesser of \$30 or the amount permitted by applicable law, and Borrower agrees to pay the cost of recording the 21. REQUEST FOR NOTICES. Borrower requests that copies of any notice of default and notice of sale be addressed to Borrower and sent to the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage be sent to: 1520 Kensington Road, Suite 300, Oak Brook, IL 50521, ATTN: EQUITY RESERVE CENTER. . INCORPORATION OF TERMS. All of the terms, conditions and provisions of the Agreement security of this Mortgage are by this no incorporated herein as if set forth in full. Any Event of Default under the Agreement shall constitute in Event of Default herounder raterance incorporated herein as if without further notice to Borrower. 23. TIME OF ESSENCE. Time is of the essence in this Mortgage and Agreement. 24. NO ASSUMPTION. Because the extension of credit herein is based upon Mortgagor's personal financial circums of the Agreement and this Mortgage may not be assumed by any third party. Any attempted assumption may result in acceleration of the entire indebtedness of secured hereby. NON-UNIFORM COVENANTS. Berrower 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 shoured by this Mortgage, Lender, prior to acceleration, shall be the notice to Borrower as provided in paragraph 11 hereof specifying: (a) the breach; (b) the setion required to cure such breach; (c) a date, not pleas than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Londor, at 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. Londer shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, research and stormers fees and nosts of documentary evidence, abstracts and title reports. 26. BORROWER'S RIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be due under this Mortgage and the Agreement 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 Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 25 hereof, including, but not limited to, reasonable attorneys! loss; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender'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.

UNOFFICIAL

-----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 Lender, at 1520 Kensington Road, Suite 300, Oak Brook, IL 60521 ATTN: EQUITY RESERVE CENTER, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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BORROWER NKA IRENE WHEELER	BORROWER
STATE OF ILLINOIS	· led salv
COUNTY OF Cook S	varied each them
I, Mark Malkin, a Notary Public in and for French Read & Richard E. Read properties of the properties	said county and state, do hereby certify that ersonally known to me to be the same person(s) whose subscribed to the foregoing instrument, appeared the said
Given under my hand and official seal, this o + b c WITNESS my hand and official seal.	lay of September 19 93.
My Commission Expires: $9 - 28 - 94$	
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