WHEN RECORDED MAIL TO

1ST NATIONWIDE BANK EQUITY RESERVE CENTER 1520 KENSINGTON ROAD OAK BROOK, IL 60521 THIS INSTRUMENT WAS PREPARED BY

NAME ANGE M. SOCTIS

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)

93128307

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 ATSIGNMENT OF RENTS (herein "Mortgage") is made this day of JANUARY 11, 1993, by and between, CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE, U/T/A DATED 1/2/85, TRUST #1086742 (herein "Borrower"), and 1ST NATIONWIDE BANG, A Federal Savings Bank, whose address is 135 Main Street, San Francisco, California 94105, (herein "Lender").

Borrower, in consideration of the ir de stedness herein mortgages, grants and conveyer the lander the County of COC. State of Illinois. F#0010 TRAN 9520 02/18/93 09:23:00

T#0010 TRAN 9520 02/18/93 09:23:00 #8901 # #-93-128307 COOK COUNTY RECORDER

SEE LEGAL DESCRIPTION ATTACHED HERE / AND MADE A PART THEREOF P.I.N. 20-25-209-015

which has the address of 7204 S. PAXTON, CHICAGO, Ill nois 60649 (herein "Property Address").

TOGETHER WITH all the improvements now or hereaft in erected on the Property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given (erel) 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 function 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 receiving 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. \$ 20000.00 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 in given to secure a "Revolving Credit" loan as defined in Illinois Revised Statutes, Chapter 17, Section 6405 and secures not only the indebtedness from the Mortgager to the Mortgage on the date hereof but all such future advances, whether such advances are inligatory or to be made at the option of the Mortgage, or otherwise, as are made within fifteen years of the date of the Mortgage, to the same extent as if such future advances were made at the time of execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance secured lift 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 is 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 tielow in paragraph "15. EVENTS OF DEFAULT".

Borrower covenants that Borrower is the laviful 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 of any part thereof.



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, hexards included within the term "extended coverage", and such other hazards (collectively referred to as "Hezords") as Lender may require including but not limited to fload 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 oredit 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 upressed in the control of the control o

In the event of loss, Borrower shell give prompt notice to the insurance cerrier 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 ever this Mortgage, the amounts collycted by Borrower or Lender under any hazard insurance policy may, at Lender's sole discretion, either be applied to the indebtedness secured by his Mortgage and in such order as Lender may determine or be released to Borrower for use in repairing or reconstructing the Property, and Lander is hereby irrevocably sutherized to do any of the above. Such application or release shall not cure or waive any default or notice of calcult under this Mortgage or invalidate any set done pursuent to such notice.

If the Property is abandoned in Porrower, or if Borrower fails to respond to Lender in writing within 30 calendar days from the data notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance banefits, Lender is irrevocably authorized to settle the claim and to collect and apply the incurance proceeds at Lender's sole option either to restoration or repair of the Property or to the sums

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 prior to such sale or acquisition shall become the property of Lender to the extent of the sums secured by this Morrgage immediately prior to ruch sale or acquisition.

Borrower, at the discretion of the Lender, ane' pay the cost of an ALTA policy of title insurance, with such endorsements as Lender shall request and subject to such exceptions as Lender my 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 Londer's continuing lien priority over ncumbrances not of record as of the date hereof.

3. APPLICATION OF PAYMENTS. Unless applicable low'r rovides 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 the 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 her or appears to have any priority over this Mortgage, including Borrower's covenants to make any payments when due, Borrower shall pay of cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property and all encumbrances, charges, leans and liene (other than any prior first Mortgage) on the Property which may attain any priority over this Mortgage and teasehold payments of tround rents; if any.

5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall tee, improve and maintain the Property in compliance with the law, shall ke a no Property in good condition and tepair, including the repair or restoration of any improvements on the Property which may be damaged or destroy; d, shall not commit or permit waste or permit impairment or deterioration of the Property and shall fully and promptly compty 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, horrower shall premptly perform all of Borrower's obligations under the declaration or covenante creating or governing the condominium or planned unit, covelopment, and constituent documents, all as may be amended from time to time. If a condominium or planned unit development idea is executed by Borrower and recorded together with this Martgage, the covenante and agreements of such rider shall be incorporated into an anil amend and supplement the covenante 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 extrements 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 1 hereof may, without releasing Borrower from any obligation in this Mortgage, make such appearances, defend the action or proceeding, disburs, such sums, including reasonable attorney's tees and costs incurred at the trial or appellate levels, and take such action as the Lander deems accessary to protect the security of this

Any smounte disbursed by Lender (unless otherwise provided or agreed upon with Borrower) purs to the paragraph 6, with interest thereon at the rate from time to time in affect under the Agreement, shall become additional indebtedne on a Borrower secured by this Martgage. Unless Borrower and Lender agree in writing to other terms of payment, such amounts shall be pryable 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. Lander may make or cause to be made reasonable entries upon and inspections of the Proporty, revided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the corporty.

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 Londor, 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. Londor is hereby travocably 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 hezard 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 mudification 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 guaranter 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 research of any domand made by the original Borrower and Borrower's successors in interest. Any forbegrance by Lender in exercising any right or remedy herounder, or otherwise afforded by applicable law, shall not be waiver of or proclude the exercise of any such right or remedy. The procurement of insurance of the payment of taxes or other liene or charges by Londer 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; CC-SIGNERS; CAPTIONS. The coverants and agreements berein contained shall bind, and the rights herounder shall inure to the respective successors, heirs, legatees, deviaces and assigns of Lendar and Borrower, subject to the provisions of paragraph 16 hereof. All coverants and agreements of Borrower for Borrower's successors, heirs, legatees, deviaces and assigns) shall be joint and coveral. Any Borrower who co-signs this Mortgage, but does not execute the Agreement, (a) is co-signing this Mortgage only to growt and convey that Borrower's interest in the property to Lendar under the terms of this Mortgage, (b) is not personally liable on the Agreement or under this Mortgage, and (c) agrees that Lendar 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 deptions 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 gender includes the feminine and/or neuter, and the singular number includes the plural.

Borrower acknowledges that t

Legal Description: Lot 1 (except the N 34 feet) and Lot 2 (except the 8 7.36 feet thereo) of Block 8 in South Kenwood a Subdivision of Blocks 2, 7 and 8 in George W. Clark's Subdivision of the E 1/2 of the NW 1/2 with part of Block 3 in Stave Keimm's Subdivision of the NE 1/4 of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Winois.

COURSELLE

Property of Coof County Clerk's Office

This Mortgage is executed by CHICAGO TITLE AND TRUST CO.

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 CHICAGO TITLE AND TRUST CO.

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 or said.

CHICAGO TETLE AND TRUST CO.

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

CHICAGO TITLE AND TRUST CO.,

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.

Property of Coot County Clert's Office

AND FOR BELOW RE UNITED SUPERIOR MORE GAGES OR DEEDS OF TRUST

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

| Complete San Bushes | The state of the state of | ag i se kork olek olek olek bir. Olek olek olek olek olek bir | | | | |
|--|--|--|--|---|--|---------------------------------------|
| (4) (4) (1) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4 | Borrower has execute | 4 4 4 W | A Barrier of Francisco | e e jednosti i događeni | | |
| U/T/A DATED 1/ # 1086742 | AND TRUST COMPA 2/85, AND KNOW | NY AS TRUSTEE N AS TRUST | • Production of the state of th | en e | | |
| and the state of the | 12 | erina en en elemento de la como d | 3.6 - <u>4. 45 (1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1</u> | | | |
| x Vamilla | B. aldie | Mall | BORROWER | | | |
| BORROWER | le de la | propheren i farkkelije e popular i tojije sedicio i r vreger libe i najgar ke | BORROWER | | | |
| in the second se | | t an interest of the section of the | | | | |
| STATE OF ILLINOIS | | g (a) saust (a b) saust (a port (a) saus de tas as La transcolor (a) saust (a) | | en e | | · · · · · · · · · · · · · · · · · · · |
| COUNTY OF | 100K | } SS. | | | | |
| SAMELLA B | | ; in and for | said county an | d state, do | hereby o | cortify the |
| name(s) | HISDOCLA | | personally known to | me to be the | same pers | on(s) whos |
| before me this day | in person, and ack | novviedged that | She | to the foregoing | i instrumen | nt, appeare ared the sai |
| instrument as 1/E | | ay act, for the u | ses and purposes the | rein set forth. | 4770 001170 | neu me sai |
| Given under my han | d and official seal, | this 13th | day of January | , 1993. | | |
| WITNESS my hand a | ind official seal. | | · // · / | | · · | |
| My Commission Exp | ires;/) 11, 111176. | | "OFFIGI | AL SEAL" | } | |
| Janoba- | 172 | E 14 P | Conk' | H MOORE County State of Minois 10/12/93 | | |
| NOTARY SIGNATURE | | | My Commission | Expires 10/12/93 | . | 0.7 |
| Land Market and the | - processor some | in a second of the second of the | 0, | | to at the second | 9112830 |
| | indian and the second of the s | | 4 | | | |
| 2 | | jave Biografia | | | | |
| | A Contract of the | The second of the second of | | | | |
| It is expressly understood an covenants, undertakings and aprecurs of said frustee are nevertheless; can this instrument is executed anyl de responsibility is assumed by two strengths and released. IN WITNESS WHEREOH, Ch. | | | | | | |
| .fr it is expressly understood and | I agreed by and between the pu | ! ities bereto, anything herein | to the contrary notwithstanding. | nate ach and all of the warr | unties, indemnitie | s, representations, |
| covenants, undertakings and agree | chaind every one of them, made | and intended not as personal | warranties, indentuities, representa | stio (s. c) zenants, undertaki | ngs and agreement | ts by the Trustee or |
| for the purpose or with the intention this instrument is executed and de exponsibility is assumed by over st | livered by said Trustee not in its | own right, but solely in the | exercise of the powers conferred a | pon it as such Inistee: and | that no personal li- | ability or personal |
| representation, coverant, undertal | | | | | | |
| in witness whereof ch | | | as aforesaid, has caused these prese | ents to be signed by . S Ass of | ant Vice-President | t, and its coaporate |
| scal to be hereunto affixed and atte | sue by its Assistant Secretary, t | he day and year first above w | ritten. | C. m |)C+ | |
| scal to be hereunto affixed and atte | | | | WOODS FOR | istr , as aforesaid a A cete ra sur Vii | ina nai personany. RCE-PRESIDENT |
| Curporate Seul | | | Allesi Leulsa | Manne | | NT SECRETARY |
| | | | | | 2 | |
| STATE OF ILLINOIS | President and Assistant | Hecretary of the CHICAGO | the County and State atoresaid. I | Granter, personally known | to me to be the san | me persons whose |
| COUNTY OF COOK | person and acknowledg | ad that they signed and delive | such Assistant Vice President and ered the said instrument as their ow h; and the said Assistant Secretary | ti free and voluntary act and | us the free and vol | luntary net of said |
| "OFFICIAL SEAL" | enstodian of the corpora | it'r seal of sald Company, cau | sed the corporate scal of said Comp tary set of said Company for the us | any to be affixed to said inst | iroment as said Ass | |
| Lynda S. Barrie Notary Public, State of Illinials | | | Given under my June and No | • | JAN 14 | 1993 |
| My Commission Expires 4/2/9 | ¥ 16 | | Tonk | a 1 5 | ass | ق |
| Rotarial Seal | | | | Notary Public | | cottue. |
| | | Page Harris | | | | NF86-1 |

EQUITY RESERVE

(IL-2/91)

- 17. NOTICE, Except for any notice required under spallicable law to be given in an their names (a) any notice to Borrower (or Borrower's successor, heirs, legatore, deviates and shages) provided for if this Apritace shall be given by here! derivering it to or by making such notice by first class mail addressed to Borrower or Borrower's successor, here in guiteed deviates and saigned at the Property Address or at such other address as Borrower may designed any riften botton them is a median kinetic and (b) say notice to Lander shall be given by registered or certified mail to Lender at the address shown on Page 1 for First Nationwide Barrk or to such other address as Lender may designate by written notice. Any notice provided for in this Mortgage 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 first class mail addressed as provided in this paragraph; 11.
- 12. GOVERNING LAW-SEVERABULTY. The loan 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 this rewith. 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, inveild, 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. Sorrower 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 day in a timely manner any amounts due under the Credit Documents; (2) Lender receives actual knowledge that Borrower mitted material information in Borrower's credit application or made any failse 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 act in, affect at the time of filling; (4) Lender receives actual knowledge that Borrower has defaulted under, any credit instrument or Morragae 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) seize or obtains a wint of extrachment equinst the Property; (5) Borrower fails to keep any other covenant or agreement contained in any of the Borrower's principal residence.
- 16. TRANSFER O' Title PROPERTY. If all or any part of the Property or an interest therein is sold or transferred by Borrawer without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, or (b) the creation of a purchase muney security interest for household appliances, such event shall constitute an Event of Default hereunder and under the Agreement and Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and psychic. Any use or extempted use by Borrower of the revolving line of credit evidenced by the Agreement after Borrower's sale, transfer, or promise to sell or transfer the Property or any interest them. Their constitute the basis of a separate Event of Default.
- 17. LENDER'S RIGHTS UPO'. OFFAULT. If Borrower shall become in default under this Mortgage; Lander shall have the right (but not the obligation) and without notice or (extract upon Borrower and without releasing Borrower from any obligations hereof, at its option, to declare all sums secured hereby immediately the hittin 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's in default as described in personant 15, the Lender shall have each and every one of the following rights in addition to the right of forestorur's by judicial proceeding and sale of the property: (a) Offset any amount owing by Lander; to Borrower's against the following the secretary account, condamnation or insurance proceeds against the indebtedness owing by Borrower to Lander; (b) Enforce any other legal right which Lender may have. No such offset or application is mentioned in items (a) and (b) above shall cure any default or rollave the Borrower from the obligation to pay any installments or perform my of its other obligations awing under the Agreement and Mortgage as they become due.
- 18. ASSIGNMENT OF RENTS: APPOINTMENT OF CECEVER: LENDER IN POSSESSION. As additional security hereunder, Borrower hereby essigns 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. Borrower shall have the right to collect and retain such rents as they become due and

Upon acceleration under paragraph 17 hereof or stain forment of the Property. Lander, in parson, by agent or by judicially appointed receiver, and without regard to the adequacy of any security or the indebtedness secured by this Mortgage shall be entitled to enter upon, take possession of and manage the Property, and in its own name and for or collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to part 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 bonds and reasonable attorney's feas, 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 rests 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 amousts rue under the Agreement, under this Mortgage, and under any notes for additional loans Lender may in the future make to Borrower which the secured by the Mortgage, Lander will discharge and release this Mortgage by delivering a certificate stating that this Mortgage has been satisfied. Borrower agrees to pay the Lander a resemble Release Fee as the Lander may require for preparing the certificates of release and shall pay (a) pasts of recording seid certificate.
- 20. REQUEST FOR NOTICES. Borrower requests that copies of any notice of de-sult and notice of sale be addressed to Borrower end sant to the Property Address. Lender requests that copies of notices of foreclosure from the profes of any lies 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 shell constitute an Event of Default herounder without further notice to Barrower.
 - 22. TIME OF ESSENCE. Time is of the essence in this Mortgage and Agreement.
- 23. ACTUAL KNOWLEDGE. For purposes of this Mortgage, Lender will not be deemed to have published 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 eddress 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 yearts or information not provided by Borrower under the Credit Documents, Lender will be desemed 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 reasonably believes 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" date stamped on such written notice by Lender or Lander's agant.

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

24. NO ASSUMPTION. Because the extension of credit herein is based upon Mortgager's personal financial circum across, the Agreement and this Mortgage may not be assumed by any third party. Any attempted assumption may result in acceleration of the entire indebtodness accused hereby.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOP MORTGAGE, Mortgager and Mortgage request that the holder of any Mortgage or other encumbrance with a lien prior to this Mortgage give notice to Mortgages at 1520 Kensington Road, Oak Brook, IL 80821, 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 15 hereaf, 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 hereaf specifying: (1) the breach; (2) the action required to cure ruch breach; (3) a date, not least than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that taking 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 to the right to reinstate after acceleration and the right to essent 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 orbeing the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on orbeing the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on orbeing the date specified in the notice, Landar, at Landar'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 antitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorneys' face and costs of documentary evidence, abstracts and title reports.

- 26. SORROWER'S HIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sume secured by this Mongage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mongage discontinued at any time prior to entry of a judgment enforcing this Mongage if: (a) Borrower pays Lender all sums which would be then due under this Mongage and the Note had no acceleration occurred; (b) Borrower curse all breaches of any other covenants or agreements of Borrower contained in this Mongage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mongage, and (i) Borrower takes such action as Lender may reasonably require to assure that the lian of this Mongage, Lander's interest in the Property and Borrower's obligation to pay the sums secured by this Mongage shall continue unimpaired. Upon such payment and cure by Borrower, this Mongage 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 examption in the Property.

1st NATIONWIDE BANK FICIAL COPY A Federal Savings Bank

MORTGAGE RIDER

DOC. 020 This Mortgage Rider is attached to and made a part of a Mortgage dated AUGUST 6, 1992 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 physble 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.

E. 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 areary edaily balance for that billing cycle and multiplying the result by the number of actual calendar days in the billing cycle free "How Daily Interest Rate is Determined" and "How Average Daily Balance is Determined"). This daily interest rate increase on the first day of each billing cycle if there has been a change in the "Mindex" (defined below). If the daily interest rate increases, my minimum monthly payment will also increase (see "Adicinum Payment"). "Minimum Paymant").

1. How Daily Interest Ha (21) Determined

To determine the daily into rest 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 Lander 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 Part 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 Dat at two or more Prime Rates are published, the Index will be the highest Prime Rate. The Lender will obtain the Prime Ra e quoted (using up to the first two decimal places) on the 30th day (Determination Date) of the month preceding this 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 Frime Rate quoted for the next preceding day on which a Prime Rate was quoted.

in the event the Index, as described above, it to longer available, Index shall mean a substitute Index selected by the bender in compliance with federal law.

will then add to the Index an arrount 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 Coloniated

The Lender will calculate the Average Daily Balance by stating with the balance I owe at the beginning of each day in the billing period for that statement. The Lender will add any the vioan advances and other charges and will subtract any payments and credits which are posted to my credit line during the ray. 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. Average Daily Balance.

Interest will continue to accrue until my credit line balance is paid in full conderstand 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

Depte History

Based upon the Index in effect on the date this Agreement was prepared for signin), the current daily interest rate and the corresponding Annual Percentage Rate are as shown on the first page of this Agreem and

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

IN WITNESS WHEREOF, Borrower has executed this Mortgade Rider.

CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE, U/T/A DATED 1/2/85, AND KNOWN AS TRUST #1086742

BORROWER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, coverants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, coverants, undertakings and agreement of said Prustee are nevertheless each and every one of them, made and intended not approach warranties, indemnities, representations, coverants, undertakings and agreements by the Trustee or for the purpose of with the intention of bioding said Trustee personally but are made and intended for the purpose of binding only that portion of the torst property specifically described herein, and this instrument is executed and delivered by said Trustee personally but are made and intended for the purpose of binding only that portion of the torst property specifically described herein, and this instrument by said Trustee and that no personal liability or personal responsibility is assumed by my shall at any time be asserted of enforceable against the Chleago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representations, coverants, and traking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, of any, being expressly welved and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

ASSISTANT VICE-PRESIDENT By 2 ASSISTANT SECRETARY Allest

93128307

Property of Coof County Clerk's Office