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WHEN RECORDED MAIL TO

THIS INSTRUMENT WAS PREPARED BY

94416848

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

NAME

ADDRESS

Sergio White
Sergio White
1520 KENSINGTON ROAD
OAK BROOK, IL 60521

94416848

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

THIS MORTGAGE AND ASSIGNMENT OF RENTS (herein "Mortgage") is made MARCH 24, 1994, by and between, DANNY TORCHMAN AND ADINA TORCHMAN, HIS WIFE (herein "Borrower"), and FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK, whose address is 135 Main Street, San Francisco, California 94105-1817 (herein "Lender").

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

See legal description attached hereto and made a part thereof.

Permanent Index Number: 05-32-300-020

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COOK ONLY RECORDER

which has the address of 3000 HILL STREET, WILMETTE Illinois 60091 (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 (the "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 Finance Charges thereon, providing for: monthly payments in accordance with the terms thereof, with the balance of the debt, if not paid earlier, due and payable on MARCH 24, 2009; the payment of all further or future advances 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. \$10000.00; 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 unencumbered 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.

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Borrower acknowledges that the Agreement secured by this Mortgage provides for, among 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, 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 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 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 Prior Lien, 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 provided in paragraph 3 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 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 damage to the Property shall become the property of Lender to the extent of the sums secured by this Mortgage.

Borrower 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 late charges due, 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 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 payments 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 exists. 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 Lien) on the Property which may attain any priority over this Mortgage and leasehold payments or ground rents. If any, Upon Lender's request, Borrower shall promptly furnish to Lender receipts evidencing timely payment of each and every item described above in this paragraph.

5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; 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 lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall promptly perform all of Borrower's obligations under the declaration or 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 attached 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, 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 take such action as 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 Finance Charges thereon at the Annual Percentage Rate from time to time in effect under the Agreement, shall be a part of the 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 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 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 for 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 plural.

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