NHEN RECORDED MAIL TO ومعا وكبيرك الأفوي الخوالية

FIRST NATIONWIDE BANK **EQUITY RESERVE CENTER** 1820 KENSINGTON ROAD OAK BROOK, IL 60521

ADDRES9

1820 KENSINGTON ROAD DAK BROOK, IL 80521

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE AND ASSIGNMENT OF RENTS

JETAJY1

(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.

THIS MORTGAGE AND AS JONMENT OF RENTS (herein "Mortgage") is made APRIL 27, 1994, by and between, CHANDRAKANT CHOXI AND MANULA C. CHOXI, HUSBAND AND WIFE (herein "Borrower"), and FIRST NATIONWIDE BANK, MA FEDERAL SAVINGS BANK, which address is 135 Main Street, San Francisco, California 94105-1817 (herein "Lender").

Sorrower, 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,

ies legal description attached hereto and mada a part thereof.

PARCEL #2 06-23-118-024

CO

ermanent Index Number: 06-23-312-004

PT-01 KECOKDING 429. 3333 TRAN 9918 05/24/94 14:30:00 \$29,50 \$3333

COOK COUNTY RECORDER

thich has the address of 24 JEFFERSON LANE, STREAMW COD; Illinois 60107 (herein "Property Address").

TOGETHER WITH all the improvements now or hereafter eracted on the Property, and all easements, rights, appurtenances nd rents (subject however to the rights and authorities given herein to Lander to collect and apply such rents), royalties, mineral il and gas rights and profits, water, water rights, and water stock, insurance and condemnation proceeds, and all fixtures now or efeafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a at of the Property covered by this Mortgage; and all of the foregoing to either with said Property (or the lessehold 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 and of credit indebtodoess evidenced by an (EQUITY RESERVE ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT (the "Auroement") of even date herewith, in the maximum principal sum of U.S. \$ 38000.00, 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 APRIL 27, 2009; the payment of all further or future advances as shall he made by Lender or its successors or easigns, to or for the benefit of Borrower, or his or her heirs, personal representatives or assigns, within 20 years from the date hereat, 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, and not at any time exceed the aggregate outstanding maximum principal sum of U.S. \$38000.00; other sums which may be due to Lender under any provision of the Agreement or this Mortgage and all modifications hereof, with Finance Charges thereor, 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 eatate in land hereby conveyed and has the right to grant and convey the Property and that the Property is unencombered except for encombrances of record as of the date hareof. 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.

9447-938



reference. Any term not herein defined shall have the meaning set forth in the Agreement.

COVENANTS, Borrower and Lander covenant and agree as follows:

In the event of loss, Diriower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Sorrower. Subject to the rights and terms of any Prior Lien, the amounts collected by Borrower or Lender under any hazard insurance policy may, at Landun's sole discretion, either be applied to the indebtedness secured by this Mottgage 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 authorized to do done pursuant to such notice.

Borrower acknowledges that the Aleman secured by this thorogae provide to, among other things, a revolving line of credit up to the miximum-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, coverants, conditions and provisions thereof which are incorporated herein by this

If the Property is abandoned by Bo rower, 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 instrumed carrier offers to settle a claim for insurance benefits, Lender is irravocably authorized to settle the claim and to collect and apply the includence proceeds at Lender's sole option either to restoration or repair of the Property or to the sums abouted by this Mottgage.

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 e (all 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 'ender's interest in the Property and shall cause to be provided to Lender at Borrower's expense such further endursements as Lender may rejuest insuring Lender's continuing lien priority over ancumbrances not of record as of the data hereof.

- 3. APPLICATION OF PAYMENTS. Unless applicable is a 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 Londer by Borrower under the Agreement or this Mortgage, and then to the principal balance on the revolving line of credit.
- 4. PRIOR MCRTGAGES AND DEEDS OF TRUST; CHARGES; LIEP's. Surrower shall fully and timely perform all of Burrower's obligations under any Prior Lion, including Burrower's covenants to make any pay nent; when due, Lander 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 exist. Forrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property and all end imbrances, charges, loans and liens tother 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 overy item described above in this paragraph.
- 6. PRESERVATION AND MAINTENANCE OF PROPERTY: LEASEHOLDS; CONDON'NIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall use, improve and maintain the Property in compliance with the law, shall keep the Froreity 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 provision of any lease if this Mortgage is on a unit in a condeminium 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 inder is excluded by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall emend and supplement the covenants and agreements of this Mortgage as it the rider were a part hereof.
- 6. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreement 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 here if, may, without releasing Borrower from any obligation in this Mortgage, make such appearances, defend the action or proceeding, disburse such luns, including reasonable attorney's less, 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 the paragraph 6, with Finance Charges thereon at the Annual Percentage Rate from time to time in effect under the Agreement, shell become additional indebtedness of Borrower sacured 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 shell 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 Burrawer cuties 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. Borrows agrees to execute such further documents as may be required by the condemnation authority to affectuate this paregraph. Lender is hereby irrevocably suthorized 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.
- S. 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 surely 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 in de by the original Borrower and Borrower's successors in interest. Any forbestance by Lender in exercising any right or remedy hersunder, c otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of instance 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
- 10. SUCCESSORS AND ASSIGNS SOUND; JOINT AND SE'/FRAL LIABILITY; CO-SIGNERS; CAPTIONS. The covenants and agreements berein contained shall bind, and the rights bereinder shall indee, to the respective successors, here, legateds, 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, here, legateds, devisees and assigns) shall be joint and several.

Any Borrower who co-signs this Mortgage, but does not execute the Agreement: (a) is co-signing this Mortgage only to grant and convey that Borrower's interest in the Property to Lander under the terms of this Mortgage; (b) is not personally liable on the Agreement or under this Mortgage; and (c) agrees that Lander and any other Borrower hereunder may agree to extend, modify, forbest, 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 horsel. In this Mortgage, whenever the context requires, the mesculine gender includes the feminine and/or neuter, and the singular number includes the plural.

12. GOVERNING LAW-SEVERABILITY. The revolving line of predit enoused by this Mortgage shall be construed and governed by the lowe of the United States and the rules and regulations promulgated thereunder, and with lawe of the United of limins not contrary that to or intermediate therewith. Any law of the State of lithols which would restrict Lander in engaging in solutions 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 purisdiction to be void, invalid, or unanforceable, 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 of the Agreement which it secures.

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

14. REMEDIES CUMULATIVE. All remedies provided in this Morrgage are distinct and cumulative to any other right or remedy under this Morrgage or accorded by law or equity, and may be exercised donourrently, independently, or successively.

18. EVENTS OF DEFAULT. In addition to the Event of Default caused by sale or transfer of, or promise to sall or transfer, all or any part of the Property or any interest therein, which event is specifically covered in paragraph 15 hereof, set forth below is a list of events which will constitute Events of Default. The events are: (a) Borrower falls to meet the payment terms of the Agreement; (b) Borrower engages in fraud or material information with Borrower's use of the revolving line of credit or Borrower endited material information in or made any false or misleading statements on Borrower's credit application; or ic) Borrower's action or inaction adversely affects the Property or Lender's interest in the Property.

10. 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 or sent. excluding: (a) the creation of a lien or encumbrance subordinate to this Mortgage; or (b) the creation of a purchase money security interest for household appliances, such event shell constitute an Event of Default herousder and under the Agreement, and Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

17. LENDER'S RIGHTS 'PON DEFAULT. Upon the occurrence of an Event of Default under this Mortgage, Lender shall have the right (but not the obligation) and without rotice or demand upon Borrower and without releasing Borrower from any obligations hereof, at its option, to declare all sums secured hereby 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 secured hereof. If Borrower is in default as described in paragraph 15 and 18, Lender shall have neach and every one of the following rights in addition to the right of foreclosure by judicial proceeding and sale of the property: (a) offset any amount owing by Lender to Serrower against Borrower's tobt to Lender; (b) apply any mensy which Lender may have in its possession (such as beliances in the secrow account, rents, condemnation or secrence proceeds) against the indebtedness awang by Borrower to Lender; and (c) another any other legal light which Lender may have No sich offset or application as mentioned in Homs (a) and (b) above shall ours any default or relieve Borrower from the obligation to pay any leaf-timents or perform any of its other obligations owing under the Agraement and Mortgage as they become due.

18. ASSIGNMENT OF RENTS: APPOINTNEN? OF 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 horsof 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

payable.

Upon acceleration under paragraph 17 hereof or banconment of the Property, Lender, at any time without notice, in person, by agent or by judicially appointed receiver, and without regard to the "dequacy of any security for the indebtedness secured by this Mortgage, shall be entitled to enter upon, take possession of and manage the Property and in its own name sue for or other the remains of the Property, moluting those past due. All rents collected by Lender or the receiver shall be applied first to payment of 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 did reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the "receiver shall be liable to account only for those emounts actually received. The entering upon and taking possession of the Property and the or account 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.

or notice of default hereunder or invalidate any set done pursuant to such notice.

19. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, disposal, storage, or ralease of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow a worn else to do, snything affecting the Property that is in violation of any Environmental Law. The preceding two sentances shall not apply to he presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to no mal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, risim, demend, lawouit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardou. Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any terminal to a shall amendation of uny the actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any terminal Law.

As used in this paragraph 19, "Hazardous Substances" stip those substances of the necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 19, "Hazardous Substances" stip those substances of the property is paragraph to the following substances: gasoline, kerosase; office Ilammable or toxic patroleum products, toxic pesticides and harbicides) volatile solvents, materials and lower of the jurisdiction where the Property is paragraph and the Fire. Payment Dato 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 reference certificate equal to the leaser of \$30 or the amount permitted by applicable law, and Borrover agrees to pay Lender a fee for praparing the certificate equal to the leaser of \$30 or the amount permitted by applicable

21. REQUEST FOR NOTICES. Borrower requests that copies of any notice of default and notice of sold to 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 ever this Mortgage be sent to: 1520 Kensington Read, Suite 300, Oak Brook, IL 80521, ATTN: EQUITY RESERVE CENTER.

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

25. TIME OF ESSENCE. Time is of the sessance in this Mortgage and Agreement.

ijι,

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

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

28. ACCELERATION: REMEDIES. Except as provided in paragraph 18 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender, prior to acceleration, shall give notice to Borrower as provided in paragraph 1) hereof specifying: (a) the breach; (b) the action required to cure such breach; (c) a date, not less than 10 days from the date specified in 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 delense of Borrower to acceleration and foreclosure. If the breach is not cured on any before the date specified in the notice, Lender, 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. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorneys' fees and costs of documentary ovidence, abstracts and title reports.

26. SORROWER'S RIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breech, Borrower shall have the right to have any proceedings begun by Lander to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage it: (a) Borrower pays Lender all sums which would be due under this Mortgage and the Agreement had no societation 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' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lion of this Mortgage Lender's inflores in the Property and Borrower's obligation to pay the sums ascured by this Mortgage shall continue unimpaired. Upon such payment and ours 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 weives all right of hornestead exemption in the Property.

网络沙科人名 粉料 医多种心管抗菌

UNOFFICIAL COPY

REQUEST FOR NOTICE OF DEFAULT
------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 exacuted this Mortgage.

| Chandsakant Clox | BORROWER MANJULA C. CHOXI |
|--|--|
| BORROWER CHANDRAKANT CHOXI | BORROWER ' MANJULA C. CHOXI |
| BORROWER | BORROWER |
| STATE OF ILLINOIS | |
| | SS. |
| I KRYSINGE FRANKE A Notary Public in an Chandea Kawl Office Y MAUGUA & Chox name(s) A RE before me this day in person, and acknowledge instrument as A free voluntary 201, for | nd for said county and state, do hereby certify that personally known to me to be the same person(s) whose subscribed to the foregoing instrument, appeared that / he / signed and delivered the said or the uses and purposes therein set forth. |
| Given under my hand and official seal, this | |
| Williams the Maria and Olivers seal. | 94 |
| My Commission Expires: 11/29/96 Mustine & Flannery | |
| NOTARY SIGNATURE | |
| My Commission Explose 11/28/36 Motary Pables, States of Minote Motary Paples, States of Minote Motarine Fannery | "CFF.CIAL SEAL Kritish Flormery Notary Public, Carte of Hino: My Commission spires 1/29/96 |
| | 75 |
| | |
| | |
| 5 . | |

UNOFFICIAL COPY

Township il Horth, Range 9, Neet of the Third Pringinal Meridian according to the Flat thereof Tauerded April 4, 1989 as Document 88139055, in Gook County, Ellinois.



100 Pint 06-43-312-004
06-33-118-024
06-33-118-024



UNOFFICIAL COPY

Property of Cook County Clerk's Office