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WHEN RECORDED MAIL TO

THIS INVENTIONALIVE WAS PREPARED BY

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

ADDRESS

MAIL TO:

1520 KENSINGTON ROAD OAK BROOK, IL 80521

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.

THIS MORTGAGE AND ASSIGNMENT OF RENTS (herein "Mortgage") is made AUGUST 26, 1994, by and between, DAVID A. TETZLAFF AND KRIS L. TETZLAFF, HIS WIFE (herein "Borrowein"), and FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK, whose address is 135 Main Strict San Francisco, California 94105-1817 (herein "Lender").

Barrower, in established in the invertebress herein recited, mortgages, grants and conveys to Lender the following described property located in the County of COC**, State of Illinois,

SEE LEGAL DESCRIPTION ATTACHED HERE () AND MADE A PART THEREOF.

Permanent Index Number: 02-01-105-038

which has the address of 2015 N WAINWRIGHT CV ... ATINE, Illinois 60074 (herein "Property Address").

TOGETHER WITH all the improvements now or hereof or erected on the Property, and all easements, rights, apportenences 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."

Borrows: covenants that Borrower is the lawful owner of the extete 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 of any port 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 Agraement 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, covanants, 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 opvenant and agree se follows:

- 1. PAYMENT OF PRINCIPAL AND FNANCE CHARGES. Sorrower 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 definquency, 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 erecise on the Property insured against loss by life, 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, end in such amounts and for such periods as Lender may require, but in no event shall smount be less than the lace amount of any obligation secured by any deed of trust, mortgage or other security egreement which has or appears to have priority over this Mortgage ("Prior Lien") plus the amount of the revolving line of credit ascured by this Mortgage, unless such amount exceeds the full replacement cost of the improvements.

The insurance certier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided thet such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form ecceptable to Lender, shall include a standard mortgages 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 willten notics 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 Lian. If Borrower makes the premium payment directly, Borrower shall promptly furnish to Lender all renewals are held by any other person, Borrower shall supply copies of such to Linder within ten calendar days after issuance.

in the event of loss, Corrower 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 Lian, 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 release it to Borrower for use in repairing or reconstructing the Property, and Lender is fierably 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 Ecrrower, or Borrower fails to respond to Lender in writing within 30 calendar days from the date notice is mailed by Lender to Borrower that this incurance carrier offers to settle a claim for insurance benefits, Lender is irrevocably authorized to settle the claim and to collect and apply the incurance proceeds at Lender's cole option aither to restoration or repair of the Property of 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 risal become the property of Lender to the extent of the sums secured by this Mortgage.

- 3, APPLICATION OF PAYMENTS, Unless applicable law provides otherwise, all payments received by Londer under the Agreement and this Mortgage shall be applied first in payment of any cinary. Charge payable under the Agreement, then in payment of any late charges due, then in payment of any ether amounts (excluding principal) payable to Lender by Borrower under the Agreement or this Mortgage, and than to the principal balance on the revolving line of credit
- 4. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS, Sorrower shall fully and timely perform all of Sorrower's obligations under any Prior Lien, including Sorrower's covanants 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 slaims are due, even though Sorrower deales that any such Unit exists. Sorrower shall pay or cause to be paid all taxes, assessments and other charges, times and impositions attributable to the Property and all encounterances, charges, loans and liens (other than any Priority Cleri) on the Property which may attain any priority over this Mortgage and least had payments or ground rents, if any, Upon Lender's request, Serrower shall promptly furnish to Lender receipts evidenoing timely payment of each and every item described above in this paragraph.
- 5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASENCIDE, CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS, Solrower shall use, improve and maintain the Property in compliance with the law, shall be property in good condition and repair, including the repair or restoration of any improvements on the Property which may be demanded of districted, shall not commit or serric wester or permit despirement or deterioration of the Property and shall fully and promptly comptly with the provisions of any tease if this Mortgage is on a leasehold; if this Mortgage is on a unit in a condominium or planned unit development, Borrow at 2008 promptly perform all of Borrower's obligations under the declaration of coverants conting or governing the condominium or planned unit development idea, of executed by Borrower and recorded together with this Mortgage, the coverants and agreements of such rider shall be incorporated into and shall entered and supplement the coverants and agreements of this Mortgage as if the liter were a part hereof.
- 6. PROTECTION OF LENDER'S SECURITY, if Borrower falls to perform the government 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 upor notice to Borrower pursuent to pringipe... If hereof, may, without releasing Borrower from any obligation in this Mortgage, make such appearances, detend the action or proceeding, disk was such sums, including reasonable attorney's fees, and take such action as Lendar deems necessary to protect the security of this Mortgage.

Any amounts disbursed by Lender (unless otherwise provided or agreed upon with Borrower) presumnt 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 Borrower and Lander agree in writing to other terms of pay lent, such amounts shall be payable byon notice from Lander to Borrower land-useful before the soft Notice of the Borrower tender 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 resconsible entries upon and inspections of the Froper y, 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 sward or claim for deniages, 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 Lander, subject to the tarms of any Prior Lien. Retrower agrees to execute such further documents as may be required by the condemnation sutherity to effective this basepraphs. Lender is hereby travecably outsides the paragraphs. Lender is hereby travecably outsides to also have a received or make sufferent for such monies in the same affect as provided in this Mortgage for disposition or settlement of proceeds of har and insurance.
- In the same mainer and with the same effect as provided in this Mortgage for disposition or satisfactor of payment, according to the cander, subject in the same state and with the same effect as provided in this Mortgage for disposition or satisfactor of proceeds of hard-incurance.

 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 same secured by this Mortgage granted by Lender to any successor in interest of successor in interest of successor in interest or otherwise modify payment terms of the sums associated by this Mortgage by reason of any demands made by the arighms Borrower and Borrower's successor in interest, Any forbearance by Lender in exercising any right or remedy. The procurance or the apparent of taxes or other lens or otherwise provided in this Mortgage to secelerate the maturity of the indebtedness secural by this Mortgage in the svent of Borrower's default under this Mortgage or the Agreement which it is accurate.

 10. SUCCESSORS AND ARBIGNS BOUND; JOINT AND SEVERAL LIABRITY; CO-SIGNERS: CASTAGES.

 10. SUCCESSORS AND ARBIGNS BOUND; JOINT AND SEVERAL LIABRITY; CO-SIGNERS: CASTAGES.

 10. SUCCESSORS AND ARBIGNS BOUND; JOINT AND SEVERAL LIABRITY; CO-SIGNERS: CASTAGES.
 - 10. BUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS; CAPTIONS. The opvenants and agreements fassin contends shall bind, and the rights becounder shall inure, to the respective audoesors, heirs, legatees, devisees and axages of Lander. and Berrower, subject to the provisions of paragraph to hereof. All covenants and agreements of Berrower (or Borrower's successors, heirs, legatees, devisees and assigns) shall be joint and several.

Any Borrower who do signs this Mortgage, but does not execute the Agreement; (a) is go 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 (o) agrees that Cerder and any other Borrower haseunder may agree to extend, modify, forbear, or make any other social and the terms of this Mortgage without that Borrower's opness and without releasing or modifying this Mortgage as to that Borrower's opness; and 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 mesculine gender includes the femiliate end/or neuter, and the singular mumber includes the plural.

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Legal Description: Lot 36 in Feir Meadows Planned Development Plat of part of the S 1/2 of the NW 1/4 of Section 1, Township 42 North, Range 10, East of the Third-Principal Medician, in Cook County, illinois.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Coot County Clert's Office

. 35. NOTICE, Except for any natice equit d'under applicable leur et l'exiver in another mannér (a) any notice to Bortower (or Bortower's successore, heirs, legatese, devisses and sessions) provided for in this hidrigage shall be given by hand delivering it to or by mailing such notice by first class mail sediressed to Bortower (or Bortower's successore, heirs, legatese, devisses and sesigne) at the Property Address or at such other sediresses as Bortower may designate by written nation to Lander shall be given by registered an certified mail to Lander at the following address: 1820 Kensington Road, Suite 300, Oak Brook, it. 60521, ATTN: EQUITY RESERVE CENTER, or to such other address as Lander may designate by written netter. Any notice provided for in the Mortsgashall 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 addresser as provided in this paragraph 11. 12. DOVERNING LAW-SEVERABILITY. The revolving line of credit secured by this Mortgage shall be construed and governed by the laws of the United States and the rules and regulations premulgated thereunder, and with laws of the State of Illinois not confront thereto or inconsistent therewith. Any law of the State of Illinois which would restrict Lander in appaying in solvings which are not prohibited of it by the laws of the United States and the rules and regulations promulgated thereunder shall be destrued as inconsistent and confront therewith. If you provide the inconsistent and confront therewith it says provided as the Mortgage is unanterestable, then such provided about the destruction shall be desired separable from the remaining provisions and such decision shall affect only such provision and shall not affect the validity or enforcessibility of the remaining provisions of this Mortgage or the Agreement which it secures.

- 13, SORROWER'S COPY, Barrower 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.
- 18. EVENTS OF DEPAULT, in addition to the Event of Default seused 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 sovered in paragraph 18 hereof, set forth below is a list of events which with the constitute Events of Default. The events are; is) Borrower fails to meet the payment terms of the Agreement; (b) floorower engages in fraud or misseries misrepresentation in commedium with Borrower's use of the revolving line of credit or Borrower analysis information in or made any false or misleading statements on Sorrower's credit application; or (c) Borrower's action or inaction adversely affects the Property or Lander's interest in the Property.
- 16. TRANSPER OF TYN PROPERTY. If all or any part of the Property or any interest therein is sold or transferred by Borrower without Lender's prior written of neurit, excluding: (s) 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 shall constitute an Event of Default hereunder 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 UrOI DEFAULT, Upon the occurrence of an Event of Default under this Mortgage, Lender shall have the right ibut not the obligation) and without in fee or demand upon Borrower and without releasing florrower from any obligations hereof, at its option, to desire all sums secured hereof mereof, it is content to deem necessary to protect the eccurry hereof, it florrower is in default as decembed in paragraph 15 and 16, Lender shall have seen and every one of the following rights in addition to the right of foresteeme by judicial proceeding and asis of the property; is) offset any amount owing by Lender to Borrower against florrower's city to Lender; (b) apply any money which Lender may have in its possession (such as balances in the secrew account, rents, condemnation in bursone proceeds) against the indebtedness dwing by Borrower to Lender; and (a) enforce any other legal right which Lender may neve. No burn offset or application as mentioned in items (a) and (b) above shall outs any default or relieve Borrower from the chigation to pay any motification any of its other obligations owing under the Agreement and Mortgage as they become due.

19. Assignment of RENTS: APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As additional security hereunder, Borrower hereby seeigns to Lender the rents of the Property; planted that prior to acceleration under paragraph 17 hereof or the uccurrence of an Event of Default hereunder or abandopment of the Property, Borrower shall have the right to collect and retain such rents as they become due and

Default hereupeer or management of the Property, and were shall have the right to detect the interaction rates and the payable.

Upon equalities, and without report to the interaction of any security for the indebtedness secured by this Mortgage, shall be entitled to enter upon, take puesesion of and manage the Property, and in its own name sue for or collect the rents of the Property, including those past due. All rents collected by Lender or the receiver emiliar applied first to payment of the goets of operation and management of the Property and collection of rents, including but not limited to react yet fees, premiums on receivers bonds and rentering them to the sume secured by this Mortgage. Lender and the management of the sume secured by this Mortgage. Lender and the management of the sume secured by this Mortgage. Lender and the more shall be liable to account only for those amounts solutily received. The entering upon and taking presession of the Property and the collection and application of the rante shall not ours or waive any Event of Default or notice of default hereunder or invalidate any set done pursuant to such notice.

19. HAZARDOUS SUSSTANCES. Borrower shell not deute or permit the presence, use, disposel, storage, or release of any Hazardous Substances on or in the Property. Berrower shell not do, nor above any size to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shell not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to navier residential uses and to meintenance of the Property. Borrower shell promptly give Lender written notice of environmental uses and to meintenance of the Property. Borrower shell promptly give Lender written notice of environmental use of the property involving the Property and environmental use of environmental Law of which Borrower has sutual knowledge. If Borrower learns, or is notified by any governmental or regulation submits, that any removal or other remodiction of any Hazardous Substance affecting the Property is necessary. Borrower shell promptly take all necessary remodal actions in accordance with Environmental Law.

Environmental Law. As used in this paragraph 18, "Hazardous Substances" are those substances of third as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosens, other flammable or toxic particleum products, toxic pasticles and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radicactive meterials. As used in this paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is industed that relate to health, safety or unvironmental protection.

- 20. RELEASE OF MORTGAGE. When the Agreement is terminated, either at the Fish! Payment Date or otherwise as provided in the Agreement, and provided that Landar has been paid all amounts due under the Agreement and the Mortgage, Lendar will discharge and release the Mortgage by delivering a certificate stating that this Mortgage has been satisfied. Borrows, Parra to pay Lendar a fee for preparing the certificate equal to the lesser of \$30 or the amount permitted by applicable law, and Borrows; surses to pay the cost of recording the
- 21. REQUEST FOR NOTICES. Borrower requests that copies of any notice of default and notice of sa's b) 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 Morrgage be sent to: 1520 Keneington Road, Suite 300, Oak Brook, IL 60521, ATTN: EQUITY RESERVE CENTER.
- 22. INCORPORATION OF TERMS. All of the terms, conditions and provisions of the Agreement secured by this Mortgage are by this reference incorporated hersin as if set forth in full. Any Event of Default under the Agreement shall constitute at 7 and of Default hereunder 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 discurred and the Agreement and this Mortgage may not be assumed by any third party. Any attempted assumption may result in adopteration of the entire indebtedness escured hereby.

NON-UNIFORM COVENANTS. Borrower and Londer further covenant and agree se follows:

25. ACCELERATION; (IEMEDIES. Except se 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 secured by this Mortgage, Lender, prior to acceleration, shall give notice to Borrower se provided in paragraph 11 hereof specifying; (a) the breach; (b) the solion required to cure such breach; (c) a date, not less 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 appellied 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 reinestate effect acceleration and the right to easert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to anceleration and foreclosure. If the breach is not outed on or 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 ousts of documentary evidence, shetracts and title reports.

- 26, BORROWER'S RIGHT TO REMSTATE. 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 [ff. (a) Borrower pays Lender all sums which would be due under the Mortgage and the Agreement had no acceleration countried; (b) Borrower overse all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (of 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 remedias as provided in paragraph 25 hereal, including, but not limited to, reasonable attornays' fews; and (d)? Borrower takes such action as Lander 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 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 welves all right of homestead exemption in the Property.

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REQUEST FOR NOTICE OF DEFAULT
.....AND FORECLOSURE UNDER SUPERIOR......
MORTGAGES OR DEEDS OF TRUST

Borrower and Lander request the holder of any mortgage, dead of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lander, 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.

Dowid A. Tetlat	Knis Whelall
BORROWER DAVID A. TETZLAPF	BURROWER KRIS L. TETZOAFF
BORROWER	BORROWER
STATE OF ILLINOIS	
Mark Matkin a Notery Public in a Pay id A Tetz loff + Kr is / Tetz name(a) av 3 to before me this day in person, and acknowledge	<u>foff.</u> personally known to me to be the same person(s) whose subscribed to the foregoing instrument, appeared
Given under my hand and official seal, this WITNESS my hand and official seal.	Prod day of September, 1994.
My Commission Expires: 9-28-94	"OFFICIAL SEAL" MARK NAIKIN, Notary Public
NOTARY BIGNATURE	Cook County, State of Illiants Ay Commission Expires 9/28/94
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