WHEN RECORDED MAIL TO

FIRST NATIONWIDE BANK EQUITY RESERVE CENTER 1820 KENSINGTON ROAD DAK BROOK, IL 60521 THIS INSTRUMENT WAS PREPARED BY

The partie Parco

ADDRESS

1520 KENGINGTON ROAD OAK BROOK, IL 80521

94859323

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

THIS MORTGAGE AND PRIGNMENT OF RENTS (herein "Mortgage") is made AUGUST 17, 1994, by and between, ALEXANDER MENDEZ, DEFORCED AND NOT SINCE REMARRIED (herein "Borrower"), and FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK, whose address is 135 Main Street, San Francisco, California 94105-1917 (herein "Lemier").

Borrower, in consideration of the indeltedness 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 mark a part thereof.

DEFT-01 RECORDING

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Permanent Index Number: 26-32-302-005

\$6626 € RV →-94-859323 COOK COUNTY RECORDER

which has the address of 13415 8 AVE M, CHICAGO, Minols 80833 (herein "Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all essements, 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 replace ne its 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 extate 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 revelving line of credit indebtedness evidenced by a HOMEOWNER PLUS LINE 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, while the balance of the debt, if not paid earlier, due and payable on AUGUST 17, 2009; the payment of all further or future advances as shall be made by lender or its successors or assigns, to or for the benefit of Borrower, or his or her heirs, personal representatives or assigns, within 20 years from the date hereof, to the same extent as if such future advances are made on the date of execution of this Mortgage, provided, however, that the total principal secured hereby and remaining unpaid, including my butch advances, shall not at any time exceed the aggregate outstanding maximum principal sum of U.S. \$10000.00; other same which may be due to Lender under any provision of the Agreement or this Mortgage and all modifications hereof, with Finance Charges thereon, as may be paid out or advanced to protect the security of this Mortgage and the performance of the covariants and agreements of Borrower contained herein or in the Agreement.

Borrower covenants that Borrower is the Inwful owner of the estate in land hereby conveyed and has it oright 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 egree se tollows:

- 1. PAYMENT OF PRINCIPAL AND FINANCE CHARGES. Betrower shall promptly pay when due in accordance with the terms of the Agreement the prompts and frights charges on the indebtedness evidenced by the Agreement, together with any late charges, and other charges impossible prompts.
- 2. TAKES AND INSURANCE. Spriower shall pay, at least ten calender 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 incured 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 as for such periods as Lender may require, but in no even shall amount be less than the face amount of any obligation ascured by any dead of trust, murtgage or other security agreement which has or appears to have provide over the Mortgage (Prior Liam) 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 Borrows subject to approval by Lender, provided that such approval shall not be unreasenably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender, shall include a standard mortgages clause in favor of and in a form acceptable to Lender, and shall provide that Lander will be given at least thirty (30) days' prior written notice in the event of cancellation or reduction of insurance coverage. Lander 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 renewal notices and, if required by Lander, all raceipts of paid premiums. If policies and renewals are held by any other parson, Burrower shall supply copies of puch to 1 ander within tan orientar days after issuance.

In the event of loss, Borrower shall give prempt notice to the insurance carrier and Lender. Londer may make proof of loss it not made promptly by Borrower. Surject 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 decretion, either be applied to the indebtedness secured by this Mortgage and in such order as provided in paragraph 3 or be released to fictiower for use in repairing or reconstructing the Property, and Lender is hereby irrevocably authorized to do any of the above. Such application of release shall not pure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

If the Property is shandoned by Enverser, 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 olimin and to collect and apply the inertaince proceeds at Lender's sole option alther to restoration or repair of the Property or to the eurose accured by this Mortgage.

- If the Property is acquired by Lender, all right, title and interest of Sorrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property of all Jecume the property of Lender to the extent of the source excited by this Mortgage.
- 3. APPLICATION OF PAYMENTS. Unless applicable less provides otherwise, all payments received by Lender under the Agreement and this Mortgage shall be applied first in payment of any Financ. Charge payable under the Agreement, then in payment of any lete charges due, then in payment of any lete charges due, then in payment of any lete charges due, then in payment of the Agreement or this Mortgage, and then to the principal balance on the revolving line of credit.
- 4. PRIOR MORTGAGES AND DEEDS OF TRUST: CHARGE: LENS, Borrower shall fully and timely perform all of Borrower's obligations under any Prior Lien, including Borrower's covenants to make any saments when due, Lender can rely on any solice of defoult from any holder of a Prior Lien and may take any samenable action necessary. In Juding Lender's payment of any amounts that the holder of the Prior Lien olaims are due, even though Borrower denies that any such deform exists, Borrower shall pay or cause to be paid all takes, assessments and other charges, lines and impositions attributable to the Property and all encumbrances, charges, loans and liens to their than any Prior Lient on the Property which may attain any priority over this Mortgage and least lobe payments or ground rents, if any, Upon Lender's request, Borrower shall promptly turnish to Lender receipts evidencing timely payment of (ach and every item described above in this paragraph.
- 5, PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDE, CIMBOMMINMS; PLANNED UNIT DEVELOPMENTS. Borrower shall use, improve and maintain the Property in compliance with the law, shall kee. The Property in good condition and region, including the repair or restoration of any improvements on the Property which may be demaged 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 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 smended from time to time. If a condominium or planned unit development rider a secured by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into any shall emend and supplement the covenants and agreements of such rider is hall be incorporated into any shall emend and supplement the covenants and agreements of such rider is hall be incorporated into any shall emend and supplement the covenants and agreements of such rider is hall be incorporated.
- 8. PROTECTION OF LENDER'S SECURITY, if Borrower falls to perform the coverants and agreements contained in this Mortgage or in the Agrament, or it any action or proceeding is commenced which effects 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 1.1 Inted, may, without integring Borrower from any obligation in this Mortgage, make such appearances, defend the action or proceeding, disbustion auch sums, including researches attorney's less, and take such action as Lender deams necessary to protect the security of this Mortgage.

Any amounts disbursed by Lender (unless otherwise provided or agreed upon with Borrower) provided to this paragraph 6, with Finance Charges thereon at the Annual Percentage Rate from time to time in effect under the Agreement, that become additional indebtedness of Borrower secured by this Murtgage. Unless Borrower and Lender agree in writing to other terms of paymont, such amounts shall be payable upon notice from Lander to Shripwer requesting payment thereof. Nothing commined in this paragraph: I shall require Lender to input any expense or take any aution hereinder and any action taken shall not release Borrower from any obligation in this longage.

- 7. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, "...ovided 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 will any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be pard to Lender, subject to the terms of any Prior Lien. Borrower agrees to execute such further documents as may be required by the out demnations suthingly to effective this paragraph, bender 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 segmence.
- 8. SORROWER NOT RELEASED: FORSEARANCE BY LENDER NOT A WAIVER, Extension of the time for payment, acceptance by Lander 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, Borrower's successor in interest or any guarantor or surely thereof. Lender shall not be required to commence proceedings against such successor in refuse to extend time for payment or otherwise modify payment terms of the sums secured by this Mortgage by reason of any deniend mode by the oliginal Borrower's successors in interest. Any forbestance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a weiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes of other 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. BUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS; CAPTIONS. The suverants and systemisterin contained shall bind, and the sights hereunder shall inure, to the respective successors, heirs, legatess, dovinces and assigns of Lender and Bosrower, subject to the provisions of paragraph 16 hereof. All coverants and agreements of Bosrower (or Bosrower's successors, heirs, lagatess, deviaces and sanigns) shall be joint and several.

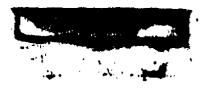
Any Botrower who co-signs this Mortgage, but does not execute the Agraement: (a) is co-signing this Mortgage only to grant and convey that Botrower's Interest in the Property to Lander under the terms of this Mortgage; (b) is not personally hable on the Agraement or under this Mortgage; and (c) agraes that Lender and any other Botrower hersunder may agree to extend, modify, forbase, or make any other accommodations with regard to the terms of this Mortgage without that Botrower's consent and without releasing or modifying this Mortgage as to that Botrower'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 mesculine gender includes the feminine and/or neuter, and the singular number includes the plural.

CCSV10

SUPPLIED IN 188 COURTY OF COOK, IN THE STATE OF TURINOIS TO MITE

Property of Cook County Clerk's Office LOT 5 IN STOCK 3 IN A SUSPENSION OF THE WEST 836.85 FERT OF THE HORTH TAS OF THE MORTH PROF. TAA OF THE SOUTH MEST TAA OF SECTION 32, TOWNSHIP 37 HORTH, RANGE 18, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH SOLD SEED OF THE SOUTH SOUTH SOLS THAT OF THE WEST 157.77 YEAR THERMOF, IN COOR COUNTY, ILLINOIS.



Property of Coot County Clert's Office

12. GOVFRIMING LAW-SEVERABILITY. The revolving line of oredit secured by this Mortgage shall be construed and governed by the laws of the United States and the miles and regulations promulgated thereunder, and with laws of the State of Illinois not continuy thorsts or inconsistent therewith. Any law of the State of Illinois which would restrict 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 you provide not this Mortgage is construed of interpreted by a court of competent jurisdiction to be void, invalid, or unemprecable, then such provision shall be desired separable from the remaining provisions and such decision shall affect only such provision and shall not affect the validity or anforceshility of the remaining provisions of this Mortgage or the Agreement which it secures.

- 13. SORROWER'S COPY. Borrower shall be furnished a conformed copy of the Agreement and this Mostpage at the time of execution or
- 14. REMEDIES CUMULATIVE, All remedies provided in this Mortgage are distinct and comulative to any other right or remedy under this Mortgage or accorded by law or equity, and may be exercised concurrently, independently, or enconstituty.
- 15. EVENTS OF DEFAULT. In addition to the Event of Default gaused by sele or transfer of, or promise to soil or transfer, all or any part of the Property or any interest therein, which event is specifically ouvered in paragraph 15 bersol, 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 traut or metable interestation in connection with Borrower's use of the revolving line of credit or Borrower omitted metable hormation in or made any false or melecularly statements on Borrower's oradit application; or (a) Borrower's action or insultan selvensely affects the Property or Lender's interest in the Property.
- 16. TRANSFER OF THE PROPERTY. If all or any part of the Property or any interest therein is sold or transferred by Borrower Without Lender's prior written consent, excluding; (a) the creation of a light or encumbrance subordinate to this Mortgage; or (b) the creation of a purchase money security, retrest for household appliances, such event shall constitute an Event of Dafault herowher and under the Agreement, and Lender may, at Lander and payable.
- 17. LENDEM'S RIGHT & USON DEFAULT. Upon the occurrence of an Event of Default under this Mortgage, Lender shell have the right (but not the obligation) and wit/ou notice or demand upon Berrower and without releasing Borrower from any obligations hereof, at its option, to declare all sums secured hereof, in the security hereof. If Borrower is in default as described in paragraph 15 and 15, Lender shell have such and every one of the following rights in addition to the right of forelosure by judicial proceeding said sale of the property; (a) offset any amount owing by Lender to Borrower spaints Borrower is debt to Lender; (b) apply any money which Lender may have in its possession such as belances in the secret account; rents, condemnastion or insurance proceeds against the indebtedness owing by Borrower to Lender; and (c) enforce any other legal right which Lender may have. No such offset or application as mentioned in items (a) and (b) above shall cure any default or relieve Borrower from the obligation to pay any, installments or perform any of its other obligations owing under the Agreement and Mortgage as they become due.

18. ASSIGNMENT OF RENTS: APPOINTMENT OF RECKIVER; LENDER IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Lender the reput of the Property, provided that prior to sopeleration 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 relits as they become due and payable

Don scoleration under paragreph 17 hereof or conforment of the Property, Lender, at any time without notice, in person, by agent or by judicially appointed receiver, and without regard to the adaptable of any security for the indebtedness secured by this Mortgage, shall be untitled to enter upon, take possession of and manage the Property, and in its own name sue for or called the rents of the Property, including these past due. All rents collected by Lender or the receiver in ill be applied first to payment of the costs of operation and management of the Property and collection of rants, including but not limited to receiver's fees, pranking on receiver's bonds and rescenable attorney's fees, and then to the sums secured by this Mortgage, Lender and the position shall be liable to nodount only for those amounts autually received. The entering upon and taking possession of the Property and the position and application of the rants shall not our any waive any Evant of Default or notice of default because or invalidate any sold one pursue. To such notice.

18. HAZARDOJF SUBSTANCES. Someway shall not cause or perolit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow myore sies to do, mything attenting the Property that is in violation of any Environmental Law. The presence that are generally recognized to be appropriate to no mai residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any Investigation, desired, demand, lowests or other notion by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has noture knowledge. If Borrower learns, or is notified by any governmental or regulatory suchority, that any removal or other remediation of my hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary semadial autions in accordance with Contrommental Law.

As used in this paragraph 10, "Hazardous Substances" and those substances of its closure produces, take dispending substances; genotine, harosens, other flammable or toxic retroleum produces, take pergraph 15. "Environmental Law means laderal laws of the kniediction where the Property is located that relate to health, as ety or anvironmental protection.

- 20. RELEASE OF MORTGAGE. When the Agreement is terminated, either at the "in" Phyment Date or otherwise as provided in the Agreement, and provided that Lander has been paid all amounts due trader the Agreement s.s. the Mortgage, Londer will discharge and release the Mortgage by delivering a cartificate stating that this Mortgage has been satisfied. Born we agrees to pay Lender a fee for preparing the certificate equal to the leaser of \$30 or the amount permitted by applicable law, and florer an opened to pay the cost of recording the
- 21. REQUEST FOR NOTICES. Borrower requests that copies of any notice of default and notice of self-be addressed to florrower and sent to the Property Address. Lender requests that copies of notices of foreclosure from the index of any lies which has priority over this Mortgape be sent to: 1520 Keneington Road, Suite 300, Oak Brook, it 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 herein as if set forth in full. Any Event of Default under the Agreement what constitute of Event of Default hereunder without further notice to Borrower.
 - 23. TIME OF ESSENCE. Time is of the session in this Mortgage and Agreement.
- 24. NO ASSUMPTION. Because the extension of gradit bersin is based upon Mortgagor's personal financial circumstance, the Agreement and this Mortgago may not be assumed by any third party. Any attempted assumption may result in nonstraint of no entire indebtedness secured bareby.
- NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

 28. ACCELERATION: REMEDIES. Except se provided in paragraph 15 harsol, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the devenante 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 action required to ours such breach; (c) a data, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be causal; and (d) that failure to ours such breach must be causal; and (d) that failure to ours such breach and so respect the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by fulfoid proceeding, and safe of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure, in the breach is not oured on or before the date specified in the notice, tender, at tender'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 processing, Lender whill be middled to colored in the processing all expenses of foreclosure, including but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 26. BORROWER'S RIGHT TO REMETATE. Notwithstanding Lender's acceleration of the same secured by this Mortgage due to Borrower's brass), Borrower shall have the right to have any proceedings began by Lender to enforce this Mortgage discontinued at any time prior to entry of a hidgment entering this Mortgage it: (a) Borrower pays Lender all sums which would be due under this Mortgage and the Agreement had no societation essured; (b) Borrower opens all breaches of any other covenants or agreements of Borrower contained in this Mortgage and in anioraing Lender's remedies as provided in paragraph 25 bersol, including, but not limited to, research attorneys' fees; said (d) Borrower takes such sotion as Lender may researchly 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 assured hereby shall remain in full force and effect as if no socialization had oncurred.
 - 27. WAIVER OF HOMESTEAD, Borrower hereby waives all right of homestead exemption in the Property.

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 executed this Mortgage.

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BORROWER ALEXANDER MENDEZ	BORROWER
BORROWER	BORROWER
STATE OF ILLINOIS	
COUNTY OF COCK) SS.	
name(s) before me this day in person, and acknowledged the instrument as free voluntary act for the	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 at he signed and delivered the said a uses and purposes therein set forth.
Given under my hand and official seal, this WITNESS my hand and official seal.	
My Commission Expires: 7-8-97 Bathone Wesozees	4 C
NOTARY SIGNATURE	
BARBARA MRCZINSKI Barry Pulk Barr of Rosin My Commission Express 7-9-97	T _C
	Clert's Office
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