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*Property of
RECORDED BY
RECORDED ON*

MORTGAGE AND ASSIGNMENT OF RENTS
(Variable Interest Rate)
(Revolving Line of Credit)

NOTICE TO BORROWER: THIS MORTGAGE MAY SECURE BORROWED MONEY MADE BY AN OWNER OF THE PROPERTY EVEN AFTER YOU PURCHASE THE PROPERTY. YOUR LOAN WILL CONSIDER PROVIDED FOR AN ADJUSTABLE INTEREST RATE.

THIS MORTGAGE AND ASSIGNMENT OF RENTS (herein "Mortgage") is made this 5TH day of April, 1987, by and between, GARY ECKWIG, now married, his wife, STEPHENIE, signing solely for purposes of waiving homestead rights,

as Trustee, for First Interstate Bank, a Federal Savings Bank, whose address is 700 Market Street, San Francisco, California 94103 (herein "Lender").

Witness, in consideration of the indebtedness herein mortgaged, grants and conveys to the Lender the following described property located in the County of SAN JOSE, State of California:

The North 45'-00' front of Lot Fifty One as bounded along the East line thereof, the South line of said tract being a straight line drawn perpendicular to the North line of said Lot Fifty One (151) (described more fully in the Deed of Mortgaged Premises recorded in the office of the Register of Deeds, San Jose, California, on June 12, 1986, in Book 111, page 111).

To Chesterfield Sales Subdivision Lot Two (2) a part of First Addition to Damperay Suburban Road Subdivision in the Northwest Quarter (1/4) of Section 19, Township 41 North, Range 17, East of the Third Principal Meridian, according to plan of said subdivision filed December 1, 1983, in the office of the Register of Deeds, Santa Clara County, California, on April 26, 1984, as Recorded Document number 128-100-100-100, or such other lot or lots as may be determined by the Lender to be necessary to secure the obligations of Borrower to Lender.

For the purpose of securing the payment to the Lender of the revolving line of credit indebtedness evidenced by an EQUITY RESERVE ACCORDING AGREEMENT AND DISCLOSURE STATEMENT ("Agreement") of even date herewith, in the summae principal sum of US \$100,000.00, or so much thereof that may be advanced and outstanding without interest thereon, bearing no monthly payments in accordance with the terms thereof.

This Mortgage is given to secure a "Locking Credit" loan as defined in Illinois Revised Statutes, Chapter 17, Section 6403 and shall not only entitle Lender to the mortgage on the date hereof but at such future advances whether such advances are compulsory or voluntary at the option of the Mortgagor, or otherwise, as are made within fifteen years of the date of this Mortgage, to the same extent as if such future advances were made at the time of execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance secured which at time shall not exceed twice the principal sum set forth above. The Agreement and the Mortgage are collectively referred to as the "Title Documents". Any default in the payment of any monthly payment when due and any failure to perform any obligation of Borrower contained in this Mortgage or the Agreement shall constitute an event of default as set forth below in paragraph "15. EVENTS OF DEFAULT".

Garrison connotes that Borrower is the lawful owner of the property and has lawfully conveyed and has the right to grant and convey the property and that the property is unencumbered save for the interests of record as of the date hereof. Borrower represents that Borrower owns and will defend personally title to the property, against all claims and demands, subject to encumbrances of record as of the date hereof. Borrower certifies that Borrower is of full age and has power by virtue to sublease the property or any part thereof.

Box 254

*Property of
RECORDED BY
RECORDED ON*

RECORDED ON APRIL 9 1987

RECORDED IN BOOK 111 PAGE 111

RECORDED BY FIRST NATIONAL BANK

1520 KEMPER AVENUE RD - SUITE 300

SAN JOSE, CA 95112

**SPACIAL ADDRESS LINE FOR
RECORDED'S USE (DOCBX)**

9-381061

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RECONCILIATION CONFIDENTIAL: Borrower and Lender further acknowledge and agree as follows:

20. RECONCILIATION CONFIDENTIAL: (a) Lender is precluded by paragraph 19 herein, upon Borrower's failure to pay any principal or interest of Borrower in full, from instituting proceedings to recover such amounts due and owing under this Note or to sue on the same in any court of competent jurisdiction; (b) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (c) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (d) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (e) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (f) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (g) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (h) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (i) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (j) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (k) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (l) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (m) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (n) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (o) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (p) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (q) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (r) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (s) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (t) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (u) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (v) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (w) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (x) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (y) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction; (z) Lender is precluded from instituting proceedings to collect any amount due and owing under this Note or to sue on the same in any court of competent jurisdiction.

21. BORROWER'S RELEASE OF MORTGAGE: Notwithstanding Lender's acknowledgement of the facts set forth in the foregoing, Lender shall have no right to foreclose or otherwise exercise any rights in respect of any property of Borrower which is subject to a mortgage or other encumbrance held by Lender, unless (a) Lender has received payment in full of all amounts due and owing under the Mortgage, and the amount so paid is sufficient to pay off the entire amount outstanding thereunder, (b) Borrower consents in writing to the release of any other liens or encumbrances of Borrower contained in the Mortgage, (c) Borrower agrees to waive all expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in the Mortgage, and (d) Borrower gives such notice to Lender as reasonably required by Lender to enable Lender to foreclose the Property and Borrower's obligation to pay the sums secured by this Mortgage shall remain unpaid upon such payment and cure by Borrower. The Mortgage and the obligations secured thereby shall remain in full force and effect as if no acceleration had occurred.

22. EXTERIOR OF MORTGAGED PROPERTY: Borrower hereby waives all right of removal and extraction in the Property.

STATEMENT FOR NOTICE OF DEFAULT
AND FORWAUDING UNDER SECTION
Lawsuit on notice of default

Borrower and Lender affirms the holder of any mortgage, deed of trust or other encumbrance with a note which has priority over the Mortgage to give Notice to Lender at Lender's address set forth on page one of the Mortgage, of any default under the superior encumbrance and of any claim for removal or removal.

BY ATTACHED SIGNATURE, Borrower has executed the Mortgage.

GARY SCHWEIG
GARY SCHWEIG
BRENDI SCHWEIG, SIGNING SOLELY FOR PURPOSES
OF WAITING TIMESTEAD RIGHTS

STATE OF ILLINOIS
COUNTY OF Cook 1988

I, GARY SCHWEIG, a Notary Public in and for said county and state, do hereby certify that
GARY SCHWEIG is BRENDI SCHWEIG, his wife,
personally known to me to be the same person(s) whose names(s) is/are subscribed to the foregoing instrument,
acknowledged before me this day in person, and acknowledged that _____, signed and delivered the said instrument as
in my handwriting, for the uses and purposes therein set forth.

Given under my hand and official seal this 5th day of July, 1993

My Commission Expires July 5, 1993

Notary Public
State of Illinois
#22-000000000000000000

EQUITY RESERVE
CHICAGO
MAIL BOX
4700 N. KEDRON
CHICAGO, IL 60631

95851C64

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3657507 0 1 8 9 6 7

WHICH RECEIVED MAIL TO FIRST NATIONAL BANK COMMERCIAL LOANS P.O. BOX 4227 DANVERS, IL 60036	THIS INSTRUMENT WAS PREPARED BY J. HICKY, FIRST NATIONAL BANK 1520 KENSINGTON RD - SUITE 300 OAK BROOK, IL 60521
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CHECK ABOVE THIS LINE FOR
RECORDED & INDEXED

MORTGAGE AND ASSIGNMENT OF LEASES
(Variable Interest Rate)

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SEE ATTACHED LEGAL DESCRIPTION

which has the address of (Street) 1935 N. NATIONAL AVE.
City CHICAGO State (or County) ILLINOIS
(from "Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all extensions, signs, easements, rights, encroachments and other (subject however to the rights and authorities given herein to Lender to collect and apply such rents, royalties, damages, and gas rights and profits, water, water rights, and water stock, encroaches and condemnation proceedings, and all fixtures and other property attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and are part of the property covered by this Mortgage; and all of the foregoing together with said property (or the resulting estate if the Mortgage is on a lessee) are hereinafter referred to as the "Property".

FOR THE PAYMENT OF THE SECURED: The payment to the Lender of the revolving line of credit represented as follows by an EQUITY ADVANCE ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT ("Agreement") of even date herewith in the amount of principal sum of U.S. \$100,000.00, or to much thereof that may be advanced and on demand, interest thereon, provided for monthly payments in accordance with the terms thereof.

This Mortgage is given to secure a "Revolving Credit" loan as defined in Illinois Revised Statute, Chapter 51, Section 405 and secures not only the indebtedness from the Mortgagor to the Mortgaggee on the day first set of such loans advanced, whether such advances are made orally or to be made at the option of the Mortgagge, or otherwise, no more than five years of the date of the making, & to a sum equal to if such future advances were made at the time of execution of this Mortgage, and although there may be a reduction or decrease in the time to term, but the total unpaid balance of any advances secured by this Mortgage is not increased or decreased from time to time, but the total unpaid balance of any advances at any one time shall not exceed twice the principal sum set forth above. The Agreements and this Mortgage and subsequently referred to as the "Credit Documents" are subject to the payment of any monthly payments when due and any failure to perform any obligation of Borrower contained in the Mortgage or the Agreement shall constitute an event of default as set forth below in paragraph "13. EVENTS OF DEFAULT".

Borrower covenants that Borrower is the lawful holder of the estate in said property conveyed and has the right to grant and convey the property, and that the property is unencumbered or not in encumbrance of record as of the date hereof. Any conveyance of Borrower shall not bind prior to the date of the property subject to prior and existing encumbrances to encumbrance of record as of the date hereof. Borrower certifies that Borrower and neither any person has failed to subdivide the property or any part thereof.

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This Mortgage Note is executed to and made a part of a Mortgage dated ATLANTA, GA, 1980 given by the undersigned
to FIRST NATIONAL BANK as holder for purposes of the "Agreement" as follows:

TERMINATION DATE AND PAYMENT ADJUSTMENTS: Paragraph 28 is hereby added to the Mortgage.

24. TERMINATION DATE AND PAYMENT ADJUSTMENTS: The Agreement recited by this Mortgage contains the following provisions:

TERMINATION CONDITIONS:

Finance Charges for my Credit Line, the "Initial Finance Charge" section and "Periodic Finance Charge" section, including its subsections, "One Day Interest Rate is Determined," "How Average Daily Balance is Figured," and "Current Finance Charge Rate" describe the Finance Charges payable in connection with my credit line and how they will be calculated.

A. Initial Finance Charge:

To open my credit line I will pay the Loan Origination Fee (Initial Finance Charge) shown above, which is a one-time non-refundable Finance Charge. You should not be quoted to my credit line if I were to avoid Finance charges on the amount, I will pay this amount to start when I sign this Agreement.

B. Periodic Finance Charge:

Periodic Finance Charges, consisting of interest, will be charged on my credit line if there is an outstanding balance owing to the Lender on my credit line at the end of any day of the billing cycle. Interest will begin to accrue on the date a transaction is posted to my credit line. Interest will be calculated by applying the daily interest rate for that billing cycle to the average daily balance for that billing cycle and multiplying the result by the number of actual calendar days in the billing cycle. (See "How Daily Interest Rate is Determined" and "How Average Daily Balance is Determined"). This daily interest rate is subject to increase or decrease on the first day of each billing cycle if there has been a change in the "Index" (defined below). If the daily interest rate increases, my minimum monthly payment will also increase (see "Minimum Payment").

C. New Daily Interest Rate is Determined:

1. Interimizing the daily interest rates for my credit line for each billing cycle before that billing cycle begins, the Lender will go through the following steps 1 to 3 for the "Index" for the billing cycle and Steps 2 and 3 to get the daily interest rate for the cycle:

Step 1. You Lender will determine the value of the "Index" as of the "Determination Date." The Index that will apply to my credit line will be the Prime Rate as quoted and disclosed in the Western Edition of The Wall Street Journal, currently published by Dow Jones & Company, Inc. The determined Prime Rate is usually listed under a column entitled "Money Rates." At the end of the determination date but no later than the second business day after the determination date, the Lender will obtain the Prime Rate quoted publicly up to but not beyond midnight on the 20th day (Determination Date) of the month preceding the first day of such billing cycle, unless there is no Prime Rate quoted for the 20th day in which event the Lender will obtain the Prime Rate quoted for the next preceding day on which a Prime Rate was quoted.

At the end of the Prime Rate, as determined above, is no longer available, Index shall mean a substitute index selected by the Lender in compliance with federal law.

Step 2. The Lender will then add to the Index an amount referred to as an "Spread." The "Spread" will be ... 1.70.

Step 3. The Lender will then deduct the total of the Index plus the Spread by 250 to determine the daily interest rate that will apply to the next billing cycle.

D. New Average Daily Balance is Calculated:

The Lender will calculate the Average Daily Balance by starting with the balance I have in the beginning of each day in the billing period for that statement. The Lender will add any new loan advances and other charges and will subtract any payments and credits which may be added to my credit line during the day. The Lender will deduct all unpaid interest and late charges. The end result is the daily balance for the day. The Lender will total and together the daily balances for each of the days in the billing period and divide the total by the number of days in the billing period which will result in my Average Daily Balance.

I further agree to acknowledge my current balance as read in full. I understand that I may receive a final billing statement showing my total balance which arrived from the closing date of the previous statement to the date on which the Lender received my payment of my following principal balance:

E. Current Finance Charge Rate:

Based upon the index in effect on the date the Agreement was prepared for applying the current daily interest rate and the corresponding initial Percentage Rate set as shown on the first page of the Agreement.

If the rates are subject to increase or decrease at the beginning of the next period subsequent to the current rates on increases and/or decreases in the Index.

25. THAT THE VAULT OF Bankers has executed this Mortgage Note:

Brant Schweiher

BRANT SCHWEIHER, STAMPEDE, INC., FLY RIVER
FOR PURCHASE OF EXISTING HOME IN BRIGHTON

35351685

PROPERTY OF
Cook County Clerk's Office

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LEGAL DESCRIPTION CONTINUED

PARCEL 2:
EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT "1" THERETO ATTACHED DATED JANUARY 2, 1962 AND RECORDED JULY 13, 1962 AS DOCUMENT NO. 18532726, MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 14, 1960 AND KNOWN AS TRUST NUMBER 15407 AND THE EXCHANGE NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 13, 1959 AND KNOWN AS TRUST NUMBER 9420 AND REGISTERED AS LR NO. 2044071 AND AS CREATED BY THE DEED FROM DEVON BANK AS TRUST NO. 1471 TO THEODORE SULKIN AND WIFE, FRANCES, DATED JULY 1, 1968 AND RECORDED AS LR NO. 2409421 FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 8635 NORTH NATIONAL AVENUE, NILES, ILLINOIS 60648.

PERMANENT INDEX NUMBER 10-19-125-092

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