

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Prepayment and late charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement and any prepayment and late charges due under the Agreement.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Agreement, until the Agreement is paid in full, a sum ("funds") equal to the sum of: (a) yearly taxes and assessments which may attach priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items". Lender may estimate the funds due on the basis of current data and reasonable estimates of future escrow items.

The funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the funds to pay the escrow items. Lender may not charge for holding and applying the funds, analyzing the account or verifying the escrow

THIS SECURITY INSTRUMENT combines uniform covenants for nation use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record, Borrower warrants and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property, All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

("Property Address") and is more particularly described on Exhibit "A" attached hereto and by reference incorporated herein:

(Street) 10024 S. Commercial Avenue
(City) Chicago, Illinois 60617 (Zip code)

In Cook County, Illinois, which has the address of:
10024 S. Commercial Avenue
Chicago, Illinois 60617 (Zip code)

does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois, which has the address of:

10024 S. Commercial Avenue
Chicago, Illinois 60617 (Zip code)

agreements under this Security Instrument and the Agreement. For this purpose, Borrower security of this Security Instrument; and (c) the performance of Borrower's covenants and payment of all other sums, with interest, advanced under paragraph 7 to protect the the Agreement, with interest, and all renewals, extensions and modifications; (b) the This security instrument secures to Lender: (a) the repayment of the debt evidenced by payments, with the full debt, if not paid earlier, due and payable on November 6, 2004. (U.S. \$33,000.00). This debt is evidenced by Borrower's Select Equity Account Agreement dated the same date as this Security Instrument ("Agreement"), which provides for monthly ("Lender"). Borrower owes Lender the principal sum of Thirty Three Thousand and NO/100 of America, and whose address is 219 Main Street, Tilton, New Hampshire 03276 national association, which is organized and existing under the laws of the United States ("Borrower"). This Security Instrument is given to First Deposit National Bank, a national association, which is organized and existing under the laws of the United States of America, and whose address is 219 Main Street, Tilton, New Hampshire 03276

THIS MORTGAGE ("Security Instrument") is given on November 6, 1989. The mortgage is given to First Deposit National Bank, a national association, which is organized and existing under the laws of the United States of America, and whose address is 219 Main Street, Tilton, New Hampshire 03276

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3842222

First Deposit National Bank
c/o Mortgage Processing Center
P.O. Box 9120
Pleasanton, California 94566

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NOTE IDENTIFIED

the property is acquired by lender, borrower's right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to lender to the extent of the sums secured by this security instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the property, allow the property to deteriorate or commit waste. If this security instrument is on a leasehold, borrower shall comply with the provisions of the lease, and if borrower acquires fee title to the property, the leasehold and fee title shall not merge unless lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If borrower fails to perform the covenants and agreements contained in this security instrument, or there is a legal proceeding that may significantly affect lender's rights in the property (such as a proceeding in bankruptcy, probate, or condemnation or to enforce laws or regulations), then lender may do and pay for whatever is necessary to protect the value of the property and lender's rights in the property. Lender's actions may include paying any sums secured by a lien which has priority over this security instrument, appearing in court, paying reasonable attorney's fees and entering on the property to make repairs. Although lender may take action under this paragraph 7, lender does not have to do so.

Any amounts disbursed by lender under this paragraph 7 shall become additional debt of borrower secured by this security instrument. Unless borrower and lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the agreement rate and shall be payable, with interest, upon notice from lender to borrower requesting payment.

If lender requires mortgage insurance as a condition of making the loan secured by this security instrument, borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with borrower's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the property. Lender shall give borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to lender.

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to borrower. In the event of a partial taking of the property, unless borrower and lender otherwise agree in writing, the sums secured by this security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to borrower.

If the property is abandoned by borrower, or if lender notice by lender to borrower that the condemnor offers to make an award or settle a claim for damages, borrower falls authorized to respond to lender within 30 days after the date the notice is given, lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the property or to the sums secured by this security instrument, whether or not then due.

Unless lender and borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forfeiture by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this security instrument granted by lender to any successor in interest of borrower shall not operate to release the liability of the original borrower or borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this security instrument by reason of any demand made by the original borrower or borrower's successors in interest. Any forbearance by lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this security instrument shall bind and benefit the successors and assigns of lender and borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any borrower who co-signs this security instrument but does not execute the agreement: (a) is co-signing this security instrument only to mortgage, grant and convey that borrower's interest in the property under the terms of this security instrument; (b) is not personally

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FIRST DEPOSIT NATIONAL BANK
RIDER TO MORTGAGE - FIRST

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19. DEFAULT; ACCELERATION. You will be in default if you were not eligible for the account at the time it was opened; if you are in default on any other loan or agreement with us; if you fail

8. DEFAULT; ACCELERATION. Covenant 19 of the Mortgage is deleted in its entirety and the following provision is substituted in lieu thereof:

7. FEE FOR SERVICES. Lender or Mortgagee may charge Borrower a reasonable fee for any services rendered to Borrower or on Borrower's behalf pursuant to the Security Instrument or the Agreement. Any such charge shall be secured by the Security Instrument, and Borrower agrees to pay the same upon demand, together with interest thereon from the date of such charges at the rate payable from time to time on outstanding principal under the Agreement.

6. RELEASE. The Mortgagee named in the Security Instrument, or any successor Mortgagee thereunder, may charge a reasonable release fee for each full or partial release of the Mortgage Instrument if permitted under applicable law at the time of any release.

5. NOTICE TO BORROWER. Any notice to Borrower provided for in the Agreement, Security Instrument, or this Rider shall be deemed given when it is deposited in the United States mail, postage prepaid, addressed to Borrower at the address of Borrower as it appears in Lender's records pertaining to the loan evidenced by the Agreement at the time the notice is given.

4. IMPOUND ACCOUNTS. So long as Borrower pays prior to delinquency all yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may accrue over this Mortgage and ground rents on the property, if any, plus all premiums for hazard insurance and mortgage insurance, if any, Lender waives the requirements of Covenant 2 of this Security Instrument. Said waiver is revoked if such payments are not timely made.

3. CONVERSION OF ACCOUNT. At the end of 10 years from the date of the Security Instrument, any amounts owed and outstanding under the Agreement will convert to an adjustable rate, adjustable payment non-amortizing five year term loan, as provided in the Agreement, with a maturity date of November 6, 2004. All outstanding interest is due and payable no later than the conversion date. The property will continue to secure payment of all sums owed under the terms of the Agreement.

2. OPEN-END CREDIT. The Agreement provides that for the first 10 years after the date of the Agreement, the credit secured by the property, as defined in the Security Instrument, is an open-end revolving line of credit. The maximum amount of all advances under the Agreement may not exceed the sum of thirty three thousand and no/100 dollars (\$33,000.00) and interest thereon (the "Credit Limit"). At any particular time, the outstanding obligation of Borrower to Lender under the Agreement may be any sum equal to or less than the Credit Limit. Borrower's obligations under the Agreement, Security Instrument, and Rider shall not be released, even if all indebtedness under the Agreement is paid, unless and until Lender reconveys the property to Borrower and such reconveyance is properly recorded.

1. EFFECTIVENESS OF PROVISIONS. Except as otherwise provided in this Rider, all of the provisions of the Agreement and the Security Instrument shall remain in force and effect.

So long as this Rider shall remain in effect, to the extent that its provisions are inconsistent with the provisions of the Security Instrument or the Select Equity Account Agreement (the "Agreement"), the provisions of this Rider shall prevail and shall supersede such inconsistent provisions. While the Agreement or any part of the indebtedness evidenced by the Agreement is held by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, or their successors, the provisions of this Rider shall be of no force or effect during the period of time that the Agreement, or any part of the indebtedness evidenced by the Agreement, is so held.

FOR VALUE RECEIVED, the undersigned ("Borrower(s)") agree that the following provisions shall be incorporated into the Mortgage of even date to which this Rider is collectively the "Security Instrument").

Date: November 6, 1989

Loan Number: 4168-5220-0010-5729

FIRST DEPOSIT NATIONAL BANK
RIDER TO MORTGAGE

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15. GOVERNING LAW, SEVERABILITY. The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by, the laws of the United States and of the state in which the property is located and by the rules and regulations promulgated thereunder. If any paragraph, clause or provision of this Mortgage or the Agreement or any other obligations secured by this Mortgage is construed or interpreted by a court or competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so construed or interpreted and shall not affect the remaining paragraphs, clauses and provisions of this Mortgage or the Agreement or other obligations secured by this Mortgage.

11. GOVERNING LAW, SEVERABILITY. Covenant 15 of the Security Instrument is deleted in its entirety and the following is substituted in lieu thereof:

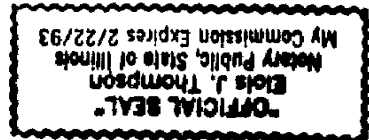
10. INJURY TO PROPERTY. All causes of action of Borrower, whether accrued before or after the date of the Security Instrument, for damage or injury to the property described in the Security Instrument or any part thereof, or in connection with the transaction financed in whole or in part by the funds loaned to Borrower by Lender, or action arising in tort or contract and causes of action for fraud or concealment of material fact are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by the Security Instrument or to any deficiency under the Security Instrument or may release any such amount by it or any part thereof, as Lender may elect. Lender may, at its option, appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

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18. BORROWER'S RIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued within three (3) months following the filing of a notice of default if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, and the agreement which it secures including all advances, had no acceleration 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 19 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender 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 cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

9. BORROWER'S RIGHT TO REINSTATE. Covenant 18 of the Mortgage is deleted in its entirety and the following provision is substituted in lieu thereof:

to comply with any part of the Security Instrument or the Agreement; if any information you gave us proves to be incomplete or false; if you do not pay the full amount of each monthly payment within 60 days of the date it is due; if you violate the terms of the security instrument through which we take a security interest in the property; upon your death, bankruptcy, or insolvency; if a bankruptcy petition is filed by or against you; if you sell or transfer any part of or interest in the property, cease to occupy it as your primary residence, or permit any new lien on it without our prior written consent; if you fail to execute and have notarized any documents we require to create and perfect our security interest in the property; or if we believe in good faith that you may not perform your obligations under the Security Instrument or Agreement. On your default we may, without further demand or notice, cancel your credit privileges and invoke any remedy we may have including, if permitted by law, declaring your account balance immediately due and payable and may cause the property to be sold pursuant to the terms of our Security Instrument on the property. We may, after employing the appropriate legal procedures required by law, sell the property in accordance with the laws of the jurisdiction in which the property is located. We will apply sale proceeds: first, to all reasonable costs; then to sums secured by the Agreement; and then to the persons legally entitled to it. "Costs" include attorneys' fees (including fees for attorneys employed by us or our agents); Mortgage's fees, expenses of attempted collection, protecting the property, providing insurable title to a purchaser, and other expenses we incur to enforce the Security Instrument or the Agreement. If we have not acted under this section, we may be required to advance funds to cover your transactions even if you are in default.



My Commission expires:

Given my hand and official seal, this 6th day of November, 1989,
I, Elio J. Thompson, Notary Public, do hereby certify that Joan Wojcickowski and Victoria A. Peters personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they assigned and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Joan Wojcickowski Borrower
Victoria A. Peters Borrower

IN WITNESS WHEREOF, Borrower has executed this Rider on this 6th day of November, 1989.

20. GRANT OF LIEN ON RENTS IN POSSESSION. As additional security hereunder, Borrower hereby grants a lien to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 19 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 19 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, any premium on receiver's bonds and 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 rents actually received.

13. OFFSETS. No indebtedness secured by the Security Instrument shall be deemed to have been offset or to be offset or compensated by all or part of any claim, cause of action, or counterclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender.
14. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Covenant 20 of the Security Instrument is deleted in its entirety and the following provision is substituted in lieu thereof:
12. SUBSTITUTION OF MORTGAGEE. Lender may, from time to time, by instrument in writing, substitute a successor or successors to any Mortgage named in the Security Instrument or acting thereunder, which instrument executed and acknowledged by Lender and recorded in the office of the recorder of the county or counties where the Property secured by the Security Instrument is situated shall be conclusive proof of the proper substitution of such successor Mortgagee or Mortgagees, who shall, without conveyance from the predecessor Mortgagee, succeed to all its title, estate, rights, powers and duties. The procedure herein provided for substitution of Mortgagees shall not be exclusive of other provisions for substitutions permitted by law.
13. OFFSETS. No indebtedness secured by the Security Instrument shall be deemed to have been offset or to be offset or compensated by all or part of any claim, cause of action, or counterclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender.
14. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Covenant 20 of the Security Instrument is deleted in its entirety and the following provision is substituted in lieu thereof:

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VIA CERTIFIED MAIL
FIRST CLASS PERMIT NO. 1411 CHICAGO, ILL.
EIGHT THIRTY TWO
OFFICIAL SERV.

Property of Cook County Clerk's Office

01/15/2011

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ILLINOIS - FIRST - FIRST - FIRST DEPOSIT NATIONAL BANK
FIRST DEPOSIT NATIONAL BANK MCH 16, A/C 10/10/89 EXHIBIT "A"

9

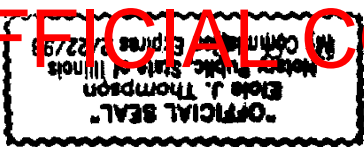
Property of Cook County Clerk's Office

11225683



90 SOUTH OF THIRD BOUNDARY LINE
LOTS 8 AND 9 IN RESUBDIVISION OF LOTS 1, 2, 8, 9 AND 10 TO 19 IN BLOCK
4 OF NORTH DAME ADDITION TO SOUTH CHICAGO, NORTH, RANGE 15 EAST OF THE
3/4 OF FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EXHIBIT "A"



MY Commission expires:

ILLINOIS - FIRST - FIRM/FH/MC UNIFORM INSTRUMENT
FIRST DEPOSIT NATIONAL BANK MDCL16.ARC-10/10/89

Notary Public
Elio J. Thompson
Page 5
6th of November 1989

I, the undersigned, a Notary Public in and for said county and State of Illinois, do hereby certify that Joan Wojtechowaski and Victoria A. Paterski are personally known to me to be the same person(s) whose name(s) they subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

[Space Below this Line for Acknowledgment]

Victoria A. Paterski
John Wojtechowaski
Borrower (Seal)
Borrower (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

11227588C

INITIALS
2-4 Family
Rider
Planned Unit Development
Rider

Select Equity Account
 Rider
 Condominium
 Rider
 Other(s) [specify]
 Planned Unit Development
 Rider

Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of 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 defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of the property and collection of rents, including, but not limited to, receiver's fees and premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument. 20. Lender in possession. Upon acceleration under paragraph 19 or abandonment of the property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees and premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs. 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. 23. Riders of this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreement of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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1/14/31
1449/31

REGISTERED

BB

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CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

NOV 27 PM 2 22

OFFICIAL SEAL

Edith J. Thompson

Submitted
Approved
Printed
D
A

Doc. 2812777

Address
Notified
CT

CHICAGO TITLE INS
6/25

72-28-629

Property of Cook County Clerk's Office