

UNOFFICIAL COPY

WHEN RECORDED MAIL TO

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

ADDRESS
1820 KENSINGTON ROAD
OAK BROOK, IL 60521

3985075

THIS INSTRUMENT WAS PREPARED BY

SPACE ABOVE THIS LINE FOR RECORDER'S USE DOC.020

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

THIS MORTGAGE AND ASSIGNMENT OF RENTS (herein "Mortgage") is made this day of JUNE 7, 1991, by and between, PAUL D. EDISON-SWIFT AND SUSAN E. EDISON-SWIFT, HUSBAND AND WIFE, IN JOINT TENANCY (herein "Borrower"), and FIRST NATIONWIDE BANK, A Federal Savings Bank, whose address is 700 Market Street, San Francisco, California 94102, (herein "Lender").

Borrower, in consideration of the indebtedness herein mortgages, grants and conveys to the Lender the following described property located in the County of COOK, State of Illinois:

LOT 12 IN BLOCK 2 IN FRED I. GILICK'S CENTER STREET ADDITION TO PARK RIDGE IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
PIN: 09-27-420-012

which has the address of 203 NORTH HOME AVE, PARK RIDGE, ILLINOIS 60068 (herein "Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, 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 replacement 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 for the household estate if this Mortgage is on a household) are hereinafter referred to as the "Property".

FOR THE PURPOSE OF SECURING THE PAYMENT TO Lender of the remaining line of credit indebtedness evidenced by an EQUITY RESERVE ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT ("Agreement") of even date herewith, in the maximum principal sum of U.S. \$ 10000.00 or to much thereof as may be advanced and outstanding with interest thereon, providing for monthly payments in accordance with the terms thereof, This Mortgage is given to secure a "Revolving Credit" loan as defined in Illinois Revised Statutes, Chapter 17, Section 6405 and secures not only the indebtedness from the Mortgagee on the Mortgage on the date hereof but all such future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within fifteen years of the date of the 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 at any one time shall not exceed twice the principal amount set forth above. The Agreement and this Mortgage are collectively referred to as the "Credit Documents". Any deficiency 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 "18. EVENTS OF DEFAULT".

Borrower covenants that Borrower is the lawful owner of the estate 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 covenants that Borrower warrants and 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.

3985075

MORTGAGE RIDER

This Mortgage Rider is attached to and made a part of a Mortgage dated JUNE 7, 1991 given by the undersigned (the "Borrower") to secure Borrower's obligations to FIRST NATIONWIDE BANK, A Federal Savings Bank (the "Lender") under the Equity Reserve Account Agreement and Disclosure Statement (the "Agreement") of the same date and shall be deemed to amend and supplement said Mortgage.

INTEREST RATE AND PAYMENT ADJUSTMENTS. Paragraph 28 is hereby added to the Mortgage.

28. INTEREST RATE AND PAYMENT ADJUSTMENTS. The Agreement secured by this Mortgage contains the following provisions:

FINANCE CHARGES

Finance Charges for my Credit Line. The "Initial Finance Charge" section and "Periodic Finance Charge" section, including its subsections "How Daily 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. This amount may be posted to my credit line. If I want to avoid interest charges on this amount, I will pay this amount in cash when I sign this Agreement.

B. Periodic Finance Charges

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").

1. How Daily Interest Rate is Determined

To determine the daily interest rate for my credit line for each billing cycle before that billing cycle begins, the Lender will go through the following steps to get the "Index" for the billing cycle and Steps 2 and 3 to get the daily interest rate for the cycle:
Step 1. The 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 published in the Western Edition of The Wall Street Journal, currently published by Dow Jones and Co. The quoted Prime Rate is usually listed under a column entitled Money Rates. In the event that on the Determination Date two or more Prime Rates are published, the index will be the highest Prime Rate. The Lender will obtain the Prime Rate quoted for the first day of the billing cycle, unless there is no Prime Rate quoted for the 30th day in which event the Lender will obtain the Prime Rate quoted for the next preceding day on which a Prime Rate was quoted. In the event the Index, as described above, is no longer available, index shall mean a substitute index selected by the Lender in compliance with federal law.

2. How Average Daily Balance is Calculated

The Lender will calculate the Average Daily Balance by starting with the balance I owe at 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 are posted to my credit line during the day. The Lender subtracts all unpaid interest and late charges). This will result in the daily balance for the day. The Lender will then add together the daily balance 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.
Interest will continue to accrue until my credit line balance is paid in full. I understand that I may receive a final billing statement showing only the interest which accrued from the closing date of the previous statement to the date on which the Lender received my payment of my remaining principal balance.

3. Current Finance Charge Rate

Based upon the Index in effect on the date this Agreement was prepared for signing, the current daily interest rate and the corresponding Annual Percentage Rate are as shown on the first page of this Agreement. These rates are subject to increase or decrease at the beginning of the next and subsequent billing cycles based on increases and/or decreases in the Index.

N WITNESS WHEREOF, Borrower has executed this Mortgage Rider.

BORROWER PAUL D. EDISON-SWIFT
Paul D. Edison-Swift

BORROWER SUSAN E. EDISON-SWIFT
Susan E. Edison-Swift

BORROWER

BORROWER

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11. NOTICE Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower for Borrower's success, notice, agreement, device and means provided for in this Mortgage shall be given by hand delivering it to or by mailing such notice by first class mail addressed to Borrower (or Borrower's successor, heir, legatee, devisee and assigns) at the Property Address or at such other address as Borrower may designate by written notice to Lender as provided herein; and (b) any notice to Lender shall be given by registered or certified mail to Lender at the address shown on Page 1 for First Nationalwide Bank or to such other address as Borrower may designate by written notice to Lender as provided herein. Any notice provided for in this Mortgage shall 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 addressed as provided in the paragraph 11.

12. GOVERNING LAW-SEVERABILITY. The loan secured by this Mortgage shall be construed and governed by the laws of the United States and the rules and regulations promulgated thereunder, and with the laws of the State of Illinois not contrary thereto or inconsistent therewith. Any law of the State of Illinois which would restrict the 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 if it were not in effect. If any provision of this Mortgage is construed or interpreted by a court of competent jurisdiction to be void, invalid, or unenforceable, then such provision shall be deemed severable from the remaining provisions of the Mortgage and such decision shall affect only that provision and shall not affect the validity or enforceability of the remaining provisions of the Mortgage or the Agreement which it secures.

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

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

15. EVENTS OF DEFAULT. In addition to the Event of Default caused 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 covered in paragraph 15 hereof, set forth below is a list of events which will constitute Events of Default. The events are: (1) Borrower fails to pay in a timely manner any amount due under the Credit Documents; (2) Lender receives actual knowledge that Borrower omitted material information in Borrower's credit application or made any false or misleading statements on Borrower's credit application; (3) Borrower receives notice of bankruptcy under any provision of any state bankruptcy law or under any federal bankruptcy act in effect at the time of filing; (4) Lender receives actual knowledge that Borrower has defaulted under any credit instrument or Mortgage evidencing or securing a loan to Borrower which loan has priority in right of payment over the line of credit described in the Agreement or whose lien has or appears to have any priority over the lien hereof; or any other creditor of Borrower attempts to (or actually does) seize or obtain a writ of attachment against the Property; (5) Borrower fails to keep any other covenant or agreement contained in any of the Credit Documents or to otherwise comply with the terms of any of the Credit Documents; (6) The Lender receives actual knowledge that the Property is no longer the Borrower's principal residence.

16. TRANSFER OF THE PROPERTY. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, or (b) the creation of a purchase money security interest for household appliances, such event shall constitute an Event of Default hereunder and under the Agreement and Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Any use or attempted use of the Property or any interest therein, or any credit evidenced by the Agreement after Borrower's sale, transfer, or promise to sell or transfer the Property or any interest therein, shall constitute an Event of Default.

17. LENDER'S RIGHTS UPON DEFAULT. If Borrower shall become in default under this Mortgage, Lender shall have the right but not the obligation) and without notice or demand upon Borrower and without releasing Borrower from any obligations hereof, in its option, to declare all sums secured hereby immediately due with 30 days and may make or do this in such manner and to such extent as it may deem necessary to protect the security hereof. If Borrower is in default as described in paragraph 15, the Lender shall have each and every one of the following rights in addition to the right of foreclosure by judicial proceeding and sale of the property: (a) Offset any amount owing by Lender to Borrower against the Borrower's debt to Lender; (b) Apply any money which Lender may have in its possession (such as balances in the Borrower's account, rents, condemnation or insurance proceeds) against the indebtedness owing by Borrower to Lender; (c) Enforce any other legal right which Lender may have. No such offset or application of money shall cure any default or relieve the 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 RECEIVER; LENDER IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that prior to acceleration under paragraph 17 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 rents as they become due and payable. Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, and without regard to the adequacy of any security for the indebtedness secured by the Mortgage, including those part due, possession of and manage the Property, and in its own name and for or collect the rents of the Property, including those part due, take collected by Lender or the receiver which the applied first to payment of the debt of operation and management of the Property and collection of rents, including but not limited to receiver's fees, premiums on real estate bonds and reasonable attorney's fees, and then to the sums secured by the Mortgage. Lender and the receiver shall be liable to account only for those amounts actually received. The entering upon and taking possession of the Property and the collection and application of the rents shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done pursuant to such notice.

19. RELEASE OF MORTGAGE. When Lender has been paid all amount due under the Agreement, under this Mortgage, and under any note or for additional loans Lender may in the future make to Borrower which are secured by this Mortgage, Lender will discharge and release this Mortgage by delivering a certificate stating that this Mortgage has been satisfied. Borrower agrees to pay the Lender a reasonable Release Fee as the Lender may require for preparing the certificate of release and shall pay all costs of recording said certificate.

20. REQUEST FOR NOTICE. Borrower requests that copies of any notice of default, and notice of sale be addressed to Borrower and sent to the Property Address. Lender requests that copies of notices of foreclosure from the order of any lien which has priority over this Mortgage be sent to Lender's address, and set forth on page one of this Mortgage.

21. 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 shall constitute an Event of Default hereunder without further notice to Borrower.

22. TIME OF ESSENCE. Time is of the essence in this Mortgage and Agreement.

23. ACTUAL KNOWLEDGE. For purposes of this Mortgage, Lender will not be deemed to have received actual knowledge of information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at the address shown on Page 1 for FIRST NATIONALWIDE BANK (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent. With regard to other events or information not provided by Borrower under the Credit Documents, Lender will be deemed to have actual knowledge of such event or information as the date Lender receives a written notice of such event or information from a source Lender reasonably believes to be reliable, including but not limited to a court or other governmental agency, institutional lender, or title company. "Received" date stamped on such written notice by Lender or Lender's agent.

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

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGE. Mortgagee and Mortgagee requests that the holder of any Mortgage or other encumbrance with a lien prior to this Mortgage give notice to Mortgagee at 1520 Kensington Road, Oak Brook, IL 60521, Attention: EQUITY RESERVE CENTER, of any default under such superior encumbrance and of any sale or other foreclosure action.

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

25. ACCELERATION; REMEDIES. Except as 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 as provided in paragraph 11 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to maintain after acceleration and the right to assert in the foreclosure and proceedings the nonexistence of a default or any other defenses of Borrower to acceleration and foreclosure. If the breach is not cured 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 proceedings all expenses of foreclosure, including but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts and title reports.

26. BORROWER'S RIGHT TO REINSTATE. 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 if: (a) Borrower pays Lender all sums which would be due under this Mortgage and the Note 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 25 hereof, including, but not limited to, reasonable attorney's fees; and (d) in enforcing 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 uninterrupted. 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.

27. WAIVER OF HOMESTEAD. Borrower hereby waives all right of homestead exemption in the Property.

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EQUITY RESERVE

*1/28/91
3985075*

3985075

Subscribed by
A
Address
1991
Prised

Deliver over to

3985075

Demerit
Doc'd to
Access
Notified

(IL-2/91)

*1st Nat'l
1500 Lawrence St
3rd Floor N. 60521*

Property of Cook County Clerk's Office

3985075

NOTARY SIGNATURE

My Commission Expires: *11-1-1992*

WITNESS my hand and official seal,

Given under my hand and official seal, this *10* day of *June*, 19*91*.

before me this day in person, and acknowledged that *he* free voluntary act, for the uses and purposes therein set forth. *he* signed and delivered the said instrument as *his* *acknowledged* to the foregoing instrument, appeared *personally known to me to be the same person(s) whose* name(s) *is/are* a Notary Public in and for said county and state, do hereby certify that *Paul D. Edison-Swift and Susan E. Edison-Swift*

COUNTY OF *Cook*) SS.

STATE OF ILLINOIS

BORROWER

BORROWER

BORROWER *Paul D. Edison-Swift*

BORROWER *Susan E. Edison-Swift*

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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 Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

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