



Doc#: 0711602039 Fee: \$50.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/26/2007 08:10 AM Pg: 1 of 14

This instrument prepared by and after recording should be returned to:

WEBSTER BANK
609 West Johnson Avenue
Cheshire, CT 06410-4502
Attn: Post Closing, CH335



FRICK, MARK

Record and Return To:
Fiscor Lending Solutions
27 Inwood Road
ROCKY HILL CT 06067

Common Address:
1719 BLUESTEM LANE
GLENVIEW, IL 60026

OPEN-END MORTGAGE DEED

For Bank Use Only: First Repayment Period Date: 050122
Draw Period Ends: 022822

Date: April 16, 2007

Parties: In this Mortgage the words "you" and "your" mean Webster Bank, N.A. with its principal offices at Webster Plaza, 145 Bank Street, Waterbury, CT 06702. The words "I", "me", "my", "we", "our" and "us" mean the Borrowers(s). "I", "me", "my", "our", "we" and "us" means a Borrower and anyone who signs this Mortgage as a Mortgagor. The term "Agreement" means the Home Equity Consumer Revolving Loan Agreement and Disclosure Statement dated April 16, 2007

LOAN INFORMATION:

Name(s) of Mortgagor(s):

MARK X. FRICK
KRISTA R. FRICK

Address of Mortgagor(s): 1719 BLUESTEM LN
GLENVIEW, IL 60026

Loan Amount (Maximum principal amount of credit line): \$ 100,000.00

Property: 1719 BLUESTEM LN, GLENVIEW, IL 60026
Street Address City, State & Zip Code

H100FN85

UNOFFICIAL COPY

4704402623

1. Grant of Mortgage. TO SECURE THE FULL AND TIMELY PAYMENT AND PERFORMANCE BY US OF ALL SUMS WHICH WE MAY OWE YOU AND ALL COVENANTS WE HAVE MADE UNDER THE AGREEMENT AND THIS MORTGAGE, WE DO HEREBY WARRANT, GRANT, GIVE, BARGAIN, CONFIRM, ASSIGN, PLEDGE, SET OVER, TRANSFER, SELL, CONVEY, REMISE, RELEASE AND OTHERWISE MORTGAGE TO YOU AND YOUR SUCCESSORS AND ASSIGNS, THE PROPERTY, WHETHER REAL, PERSONAL OR MIXED, which is described on Exhibit B to this Mortgage. Notwithstanding anything contained herein to the contrary, the liabilities secured by this Mortgage shall in no event exceed twice the Loan Amount plus interest thereon, and any disbursements made by you for the payment of taxes, special assessments or insurance on the mortgaged property, with interest on such disbursements.

WE DO HEREBY EXPRESSLY RELEASE AND WAIVE ALL RIGHTS AND BENEFITS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS. WE ALSO HEREIN EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS OF REDEMPTION WE MAY HAVE.

2. Preservation and Maintenance of Property. I shall not destroy, damage or impair the Property, allow it to deteriorate or commit waste on the Property. I shall maintain the Property in order to prevent it from deteriorating or decreasing in value because of its condition. You may make reasonable entries upon and inspections of the Property. If you have reason to believe the interior of the Property may be damaged or impaired, you may inspect the interior after reasonable (under the circumstances) notice to me. If I have abandoned or left the property vacant you may do and pay for whatever is reasonable or appropriate to protect your interest in the Property by securing the Property, including, but not limited to changing locks, boarding windows, draining pipes, turning off utilities and eliminating building or other code violations. You may also protect the priority of this Mortgage and your interest in the Property, including paying any sums secured by a lien that has priority over this Mortgage, appearing in court (including bankruptcy hearings and court) and paying reasonable attorney's fees incurred in such efforts. Any sums so expended shall become additional debt secured by this Mortgage and shall bear interest at the rate (or applicable variable rate) as set forth in the Agreement.

3. Condominium Restrictions. If the Property is a Condominium Unit, I must follow the requirements of the declaration, regulations, by-laws and any other documents that created or govern the Condominium Project. Without first obtaining your written approval, I cannot act or vote in favor of any effort to transfer the ownership of the common areas or against the repair or restoration of any part of the condominium project that is damaged or destroyed, or taken by condemnation.

4. Insurance. I shall keep all improvements on the Property insured against loss by fire and other risks, in an amount and by such insurers satisfactory to you, and shall maintain this insurance for your benefit and payable to you in case of loss, subject to the rights of any first mortgagee, and I shall not cancel or return any policy except after my redemption of this Mortgage. I can obtain this required property insurance (including any required flood insurance) from anyone I want provided the insurer is satisfactory to you.

5. Charges; Liens. I shall pay all taxes, assessments, water rates, sewer rent, utility charges, and any other charges and liens having priority over the lien of this Mortgage now or hereafter assessed. The Property is subject only to the mortgage(s) which we previously disclosed to you (the "Prior Mortgage(s)"). I shall not commit any act of default under the Prior Mortgage(s).

6. Protection of Your Security. I shall pay all costs, charges and expenses, including reasonable attorneys' fees, incurred by you in any foreclosure, or in protecting or sustaining the lien of this mortgage, or in any litigation or controversy arising from or connected with the Agreement, upon demand.

7. Binding Effect. The provisions of this Mortgage shall be binding upon and inure to the benefit of our respective heirs, successors, executors, administrators and assigns.

8. Condition of Mortgage. The condition of this Mortgage is such that whereas you and I have entered into a consumer revolving loan agreement (the terms of which are stated in the Agreement) by virtue of which you have agreed to lend me money from time to time in accordance with the terms and conditions of the Agreement provided the outstanding principal balance of all advancements under the Agreement shall not exceed at any time the Loan Amount, and I have agreed to repay all such sums advanced pursuant to the terms of the Agreement with interest, all as is more particularly set forth in the Agreement. If not sooner paid, Borrower must pay all amounts owed under the Agreement on the "Maturity Date" (as defined in the Agreement).

9. Defeasance Clause. Now, therefore, if (a) I shall well and truly repay you all sums advanced by you to me or on my behalf pursuant to the terms of the Agreement, with interest, (b) I shall otherwise fully perform all my agreements and obligations under the Agreement, including the Mortgage, and (c) you have terminated all requirements to lend future amounts to me, then you shall release this Mortgage and lien thereof by proper instrument upon payment by me of a reasonable fee to you for the execution of such release; otherwise this Mortgage shall remain in full force and effect.

UNOFFICIAL COPY

4704402623

10. Due On Sale. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and borrower is not a natural person) without your prior written consent, you may, at your option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by you if exercise is prohibited by federal law as of the date of this Mortgage.

11. Default. If I am in Default under this Mortgage or the Agreement, you may accelerate (require immediate payment in full of all sums due under the Mortgage and the Agreement), without demand or notice. If I do not pay the accelerated sum in full, you will be entitled to all remedies at law and equity, including foreclosure. It will be a default ("Default") if:

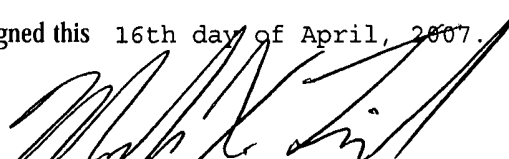
- a. The Borrower does not pay the full amount of each payment when it is due or, if this is a secondary Mortgage loan and the Borrower paid a prepaid finance charge, the Borrower does not pay the full amount of each payment within 60 days of the date it is due; or
- b. All or any part of the Property is sold or transferred without your prior written consent; or
- c. I fail to perform any of the material terms and conditions of this Mortgage or any prior Mortgage; or
- d. All the Borrowers who sign the Mortgage die; or
- e. I permit a lien or encumbrance on the property which adversely affects your security for the Agreement; or
- f. Any Borrower engages in fraud or material misrepresentation with respect to the Agreement.

12. Occupancy Clause. I shall occupy, establish and use the Property as my principal residence (or second home, if agreed to by you), and shall continue to so occupy the property for the term of the Mortgage, unless you otherwise agree in writing.

13. Future Advances. This Mortgage is given to secure, among other things, a "Revolving Credit" loan as defined in 815 ILCS 205/4.1 of the Illinois Compiled Statutes (1992), and secures not only the liabilities owed by me to you existing on the date hereof, but all future advances, whether such advances are obligatory, to be made at your option, or otherwise, as are made within twenty (20) years from the date of this Mortgage, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, and although there may be no liabilities 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 so secured at any one time shall not exceed a maximum principal amount equal to twice the Loan Amount, plus interest thereon, and any disbursements made by you for the payment of taxes, special assessments or insurance on the mortgaged property, with interest on such disbursements. This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the mortgaged property given priority by law.

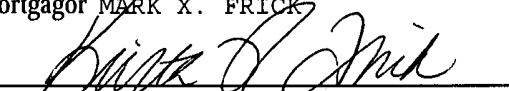
14. Sign Below. By signing below, I agree to all of the terms of this Mortgage and acknowledge that I have received a copy of this Mortgage. Anyone who signs below as "Mortgagor" but who does not sign the Agreement, is granting you a Mortgage but is not obligated under the Agreement and does not promise to pay the amounts borrowed under the Agreement.

Signed this 16th day of April, 2007.



 Mortgagor MARK X. FRICK

 Mortgagor



 Mortgagor KRISTA R. FRICK

 Mortgagor

 Mortgagor

 Mortgagor

 Mortgagor

 Mortgagor

(Note: To Waive Homestead Exemption Spouse Must Sign Even If Spouse's Name is Not on Title)

UNOFFICIAL COPY

704402623

State of ILLINOIS

)

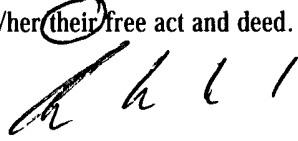
) SS: GLENVIEW

COUNTY OF COOK

)

Personally appeared before me, the undersigned
MARK X. FRICK AND KRISTA R. FRICK

, who acknowledged that he/she they executed this instrument as his/her their free act and deed.



Notary Public

My Commission Expires: 12/14/10



Property of Cook County Clerk's Office

UNOFFICIAL COPY 4704402623

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 16th day of April, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Security Deed or Deed to Secure Debt (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's credit obligation to Webster Bank, N.A. (the "Lender"), whether such credit obligation is evidenced by a Note, Home Equity Consumer Revolving Loan Agreement and Disclosure Statement, or other loan agreement (the "Note"), of the same date and covering the Property described in the Security Instrument and located at:

1719 BLUESTEM LANE, GLENVIEW, IL 60026

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as

CONCORD AT THE GLEN

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. **PUD Obligations.** Borrower shall perform all of the Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. **Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage" and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then:

(i) Lender waives the provision (if any) in the Security Instrument for the periodic payment to Lender of the yearly premium installments for property insurance on the Property; and

(ii) Borrower's obligation to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

UNOFFICIAL COPY 4704402623

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in the Security Instrument.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;


(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;


(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this Paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

	(Seal)	_____	(Seal)
MARK X. FRICK	-Borrower		-Borrower

	(Seal)	_____	(Seal)
KRISTA R. FRICK	-Borrower		-Borrower

_____	(Seal)	_____	(Seal)
	-Borrower		-Borrower

_____	(Seal)	_____	(Seal)
	-Borrower		-Borrower

UNOFFICIAL COPY

1704402623

Home Equity Consumer Revolving Loan Agreement and Disclosure Statement (the "Agreement")

For Bank Use Only: First Repayment Period Date: 050122
Draw Period Ends: 022822 Final Maturity Date: 041537

Date: April 16, 2007

Town and State of Execution: Rocky Hill, CT 06067

Parties: In this Agreement the words "you" and "your" mean '28203 '21095
with its principal offices at '14329 '21094

The words "I", "me", "my", "we", "our" and "us" mean the Borrower(s).

PART I - AGREEMENT AND DISCLOSURES

"e" means an estimate

1. Loan Information:**a. Name(s) of Borrower(s):**

MARK X. FRICK

KRISTA R. FRICK

b. Loan Amount (Maximum principal amount of credit line): \$ 100,000.00

c. Property:1719 BLUESTEM LANE, GLENVIEW, IL 60026

Street Address City, State & Zip Code

d. Maturity Date: April 15, 2037

e. Billing Cycle: The billing cycle will be a monthly billing cycle for which you will send me a monthly statement whenever I have an outstanding balance.

f. Index:

The Index equals the highest U.S. Prime Rate published in The Wall Street Journal and now appears in the "Money Rates" section. If the Index is no longer available you will choose a comparable index to compute the Annual Percentage Rate. (See subsection 16.a.)

g. Margin: +0.250 percentage points.

h. Annual Percentage Rate:

Our Annual Percentage Rate will equal the Index plus Margin, except as limited in subsection 1.o. The Annual Percentage Rate can change each time the Index changes and will be subject to the limits described below in subsection 1.o.

i. Current Daily Periodic Rate: .02328 %^e (Daily Periodic Rate equals the Annual Percentage Rate divided by 365).

j. Current ANNUAL PERCENTAGE RATE: 8.500 %^e (Current Daily Periodic Rate x 365). This is a Variable Rate plan.

Our Annual Percentage Rate will change in accordance with Section 8 below, subject, however, to the limits described below in subsection 1.o. The Annual Percentage Rate contains only interest and not other costs.

k. Fully Indexed Rates: If checked, the Annual Percentage Rate and Daily Periodic Rate initially are discounted and will not be based on the Index plus Margin until the end of the Introductory Period. The Current ANNUAL PERCENTAGE RATE would be %^e and the Current Daily Periodic Rate would be %^e if they were based on the Index plus Margin.

l. Introductory Period: The period from the date of this Agreement which ends after _____ months.

m. Variable Rate Discount: N/A percentage points.

n. Change Date: N/A

o. Maximum Annual Percentage Rate: 18% **Minimum Annual Percentage Rate:** 3.00 %

p. FINANCE CHARGE: My finance charge is the interest charged on the unpaid principal and also includes:

UNOFFICIAL COPY

704402623

p. FINANCE CHARGE: My Finance Charge is the interest charged on the unpaid principal and also includes:

	Total Fee	Portion Paid by Borrower	Total Fee	Portion Paid by Borrower
Lender Origination Fee	\$	\$	\$	\$
Broker Origination Fee	\$	\$	\$	\$
Lender Discount Fee	\$	\$	\$	\$
Broker Discount Fee	\$	\$	\$	\$
Broker Doc Prep Fees	\$	\$	\$	\$
Administration Fee	\$	\$	\$	\$
Mortgage Broker Fee	\$	\$	\$	\$
Bank Doc Delivery Fee	\$ 5.00	\$	\$	\$
Broker Courier Fees	\$	\$	\$	\$
Processing Fee	\$	\$	\$	\$
Flood Determination Fee	\$ 4.00	\$	\$	\$
Broker Application Fee	\$	\$	\$	\$
Lender Application Fee	\$	\$	\$	\$
Loan Review Fee	\$	\$	\$	\$
Doc/Redo Fee	\$	\$	\$	\$
Escrow Waiver Fee	\$	\$	\$	\$
Broker Commitment Fee	\$	\$	\$	\$
Lender Commitment Fee	\$	\$	\$	\$
Lender Underwriting Fee	\$	\$	\$	\$
Broker Underwriting Fee	\$	\$	\$	\$
Construction Inspection Fee	\$	\$	\$	\$
Construction Administration Fee	\$	\$	\$	\$
Construction Title Fees	\$	\$	\$	\$
Funding Fee	\$	\$	\$	\$
Settlement Fee	\$ 170.00	\$	\$	\$
Attorney's Fee (other services)	\$	\$	\$	\$
Borrower/Seller/Lender Atty Fees	\$	\$	\$	\$

My Finance Charge does not include the following charges which I have paid or must pay:

	Total Fee	Portion Paid by Borrower	Total Fee	Portion Paid by Borrower
Appraisal Fee	\$	\$	\$	\$
Credit Report Fee	\$ 15.40	\$	\$	\$
Doc Prep Fee	\$	\$	\$	\$
Appraisal Recert Fee	\$	\$	\$	\$
Appraisal Review Fee	\$	\$	\$	\$
Inspection Fee(s) to Broker	\$	\$	\$	\$
Title Search	\$	\$	\$	\$
Title Exam	\$	\$	\$	\$
Title Insurance	\$	\$	\$	\$
Title Insurance Binder	\$	\$	\$	\$
Continuance "Bring-to-date"	\$	\$	\$	\$
Recording Fees	\$ 60.50	\$	\$	\$
City/County Transfer Tax	\$	\$	\$	\$
City/County Mortgage Tax	\$	\$	\$	\$
State Intangible Tax	\$	\$	\$	\$
State Transfer Tax	\$	\$	\$	\$
State Mortgage Tax	\$	\$	\$	\$
Survey Fee	\$	\$	\$	\$
Pest Inspection Fee	\$	\$	\$	\$
Yield Spread Premium	\$ -1,000.00	\$ POC by Lender	\$	\$
Attorney Doc Prep	\$	\$	\$	\$
Notary Fee	\$	\$	\$	\$

UNOFFICIAL COPY

04402623

ANNUAL FEE: \$50.00

 If checked, the Annual Fee is waived for the first year. If checked, the Annual Fee is waived so long as I maintain a "Webster One" deposit account relationship with you or I am an employee of Webster Financial Corporation or any of its subsidiaries.

q. Other Charges: Early Termination Fee: If I repay the balance and close the account within the first 2 years of the date of this agreement, I am subject to the following: First Year: 1% of the loan amount; Second Year: 1/2% of the loan amount.

r. Transaction Requirements:

 i. If checked, the minimum Loan Amount is \$ 10,000.00 ii. If checked, the minimum initial loan advance is \$

s. Draw Period: The period of approximately 14 years and 10 months beginning on the fourth business day after the date of this Agreement and ending on the last day of the monthly billing cycle ending in the second calendar month preceding the 15th anniversary date of this Agreement.

t. Repayment Period: This is the fifteen year period beginning with the monthly billing cycle after the 15th anniversary date of this Agreement.

u. Tax Implications: We should consult a tax advisor regarding the deductibility of interest and charges under this Agreement.

v. Security Interest: The Mortgage we give to you today on the Property (the "Mortgage") secures this loan. Collateral securing other loans with you does not also secure this loan nor are other loans secured by the Mortgage.

2. Consumer Revolving Loan Agreement: This is a consumer revolving loan agreement. You agree to lend me money from time to time up to the Loan Amount during the Draw Period. I may pay back all or part of the money at any time and borrow again. Each of us is fully liable for all amounts borrowed under this Agreement.

My right to borrow may be suspended or limited as provided in Section 12.

3. Promise to Pay: I promise to pay to you or your order all amounts that I borrow hereunder plus the Finance Charge and any other charges set forth hereunder. Payments must be made in person or by mail and sent to: Webster Bank, N.A.
P.O. Box 1809 Hartford, CT 06144-1809 or to such other place as you may require.

4. Computing the Finance Charge: The Finance Charge begins to accrue on the date I borrow. You figure the Finance Charge on my account by applying the periodic rate to the "Daily Balance" of my account (including current transactions) each day. To get the Daily Balance, you take the beginning balance of my account each day, add any new advances, and subtract any payments or credits and unpaid Finance Charges. This gives you the Daily Balance. You then multiply the Daily Balance by the Daily Periodic Rate to determine the Finance Charge for each day.

You add up all the Finance Charges for each day in the billing cycle. This gives you the Finance Charge for each monthly billing cycle.

5. Payments:

a. Draw Period. During the Draw Period, the Finance Charge is due upon receipt by me of my monthly billing statement. I promise to pay the Finance Charge for each monthly billing cycle by the due date shown on my monthly billing statement to avoid a late charge. To the total Finance Charge for the billing cycle, there will be added any past due amounts and any late or other charges due. This sum will be my minimum required payment for the billing cycle.

b. Repayment Period. During the Repayment Period, I promise to pay an amount equal to the sum of: (i) 1/180th of the outstanding balance of my Account as of the end of the Draw Period; plus (ii) the accrued Finance Charge for the billing cycle plus past due amounts and any late and other charges. Payments are due upon receipt by me of my monthly billing statement and must be paid by the due date on the monthly billing statement to avoid a late charge. The payment amount may change at the beginning of the Repayment Period to reflect the required repayment of principal. The payment amount may also change every month to reflect the changes in the Annual Percentage Rate as described in Section 8 below.

UNOFFICIAL COPY

4704402623

6. Principal Payments; Application of Payments: I may make principal payments at any time. Any amounts I pay will be applied to (1) payments by you to protect your lien under the Mortgage, (2) unpaid late charges, (3) unpaid Finance Charges, and (4) unpaid principal, in that order, or in such other order as you may determine from time to time.

7. Payment on Final Maturity Date: If not sooner paid, I promise to pay all amounts I owe under this Agreement on the Maturity Date stated in subsection 1.d. above.

8. Variable Rate:

a.

You will add the Margin to the most recently published Index to determine the Annual Percentage Rate(s) and Daily Periodic Rate(s).

b. Otherwise, during the Draw Period the Daily Periodic Rate, Annual Percentage Rate and monthly payments will increase if the Index increases and will decrease if the Index decreases.

c. Changes in the Daily Periodic Rate, and Annual Percentage Rate will take effect whenever the index changes.

d. If checked, the following addendum is attached to and made a part of this Agreement:

DISCOUNT RATE ADDENDUM.

e. The Daily Periodic Rate, Annual Percentage Rate and the minimum monthly payment will increase if the Index increases. Starting with the first monthly billing cycle of the Repayment Period the minimum monthly payment will also include principal as well as interest and the entire minimum monthly payment will increase unless the Index and Annual Percentage Rate decrease substantially.

f. Any change in the monthly payment as a result of changes in the Annual Percentage Rate will become effective with the payment due in the month following the month in which the Annual Percentage Rate changes.

g. All rate changes and the corresponding payment changes are subject to the limits set forth in subsection 1.o. above.

9. Late Charge: If I do not make a payment on or before the due date I will pay you a late charge. The late charge will be five percent (5%) of the payment due or \$10.00, whichever is greater.

10. Default: I will be in default ("Default") if:

- a. I do not pay the full amount of each payment when it is due; or
- b. All or any part of the Property is sold or transferred without your prior written consent; or
- c. I fail to perform any of the material terms and conditions of the Mortgage or any prior mortgage; or
- d. Any of the Borrowers who now owns the Property dies; or
- e. I permit a lien or encumbrance on the Property which adversely affects your security for this Agreement or your rights in the security for this Agreement are otherwise impaired; or
- f. A petition under the United States Bankruptcy Code or any similar federal, state or local law, statute or regulation shall be filed by or against any of us; or
- g. Any of us engages in fraud or material misrepresentation with respect to this Agreement.

Special Rule for Executive Officers: If I am one of your executive officers and federal law dealing with credit extended to me requires that this account be due and payable on demand, you will have the same rights to terminate my right to borrow and accelerate the balance as if I were in default.

11. Default Remedies; Termination, Acceleration, and Collection of Costs: If I am in Default you may terminate my right to borrow and require me to pay my loan in full at once.

If I am in Default you may also use any remedies permitted by law. I will also pay you any and all collection costs and attorneys' fees.

12. Suspension and Reduction of Loan Amount: You may refuse to lend me more money or you may reduce the Loan Amount if:

UNOFFICIAL COPY

704402623

- a. I am in Default under this Agreement; or
- b. The Index plus Margin exceeds the Maximum Annual Percentage Rate; or
- c. You reasonably believe that I may be unable to repay you what I owe due to a material change in my financial condition (including, but not limited to, my insolvency or filing for bankruptcy, or attempt by my other creditors to take my money or other property) and you so notify me in writing; or
- d. The value of the Property declines significantly below its appraised value for purposes of this Agreement; or
- e. Government action prevents you from imposing Finance Charges at the Annual Percentage Rate or impairs your Mortgage so that the value of your Mortgage is less than one hundred twenty (120%) percent of the Loan Amount; or
- f. You have been notified by a regulatory agency that continued advances would constitute an unsafe and unsound practice; or
- g. I have breached or I am otherwise in default of any material obligation under this Agreement. Such a breach or default includes but is not limited to the occurrence of an event (including the filing against the Property of another mortgage, deed of trust, other type of security instrument, mechanics' or construction lien, or a judgment lien) which: (A) limits the extent to which the Mortgage secures any more money you might lend to me, or (B) limits your title insurance coverage as to any more money you might lend to me.

You will reinstate our right to borrow if we request that you do so and you determine that the condition specified above for terminating our right to borrow no longer exists and you have no other basis for terminating our right to borrow.

You may also refuse to lend me more money or may reduce the Loan Amount if you receive a request from any of us terminating or limiting our right to borrow or you otherwise believe such a request has been made.

13. Access to Account and Use of HECL Checks:

Subject to the terms and conditions of this Agreement, you may borrow on this Line of Credit up to the Credit Limit. You agree not to request or obtain an advance that will cause the unpaid principal of your Loan Account Balance to exceed the Credit Limit. You understand that we will not ordinarily grant a request for an advance that would cause the unpaid principal of your Loan Account Balance to be greater than the Credit Limit, but that we may, at our option, grant such a request without obligating ourselves to do so in the future. Your Credit Limit will not be increased if you overdraw the Line of Credit. You may be subject to over limit fees. If you exceed the Credit Limit, you agree to pay the amount by which the unpaid principal of your Loan Account Balance exceeds the Credit Limit immediately, even if we have not yet billed you. Any sums in excess of the Credit Limit may not be secured by the Property, unless they are for accrued but unpaid interest or expenditures made pursuant to the security instrument securing the Property or otherwise secured as provided by law or equity.

- a. Any one of us may borrow by writing Home Equity Credit Line ("HECL") Checks which you will provide to me. I cannot use a HECL Check to pay amounts I owe you under this Agreement.
- b. I will also pay for: (1) any stop payment request that you honor; (2) a check presented which would cause my Loan Amount to be exceeded; (3) extra copies of any statement which you provide me; and (4) any item returned due to insufficient funds. You will impose service charges equal to those charges imposed by you for your regular checking type accounts for such special services.
You may change any of these fees at any time provided it is the usual and customary fee you impose.
- c. I promise to call you at the telephone number for customer inquiries as soon as I learn that a HECL Check has been lost or stolen. I agree that you will not be liable for the unauthorized use of my HECL Checks, except as required by law.
- d. You may refuse to honor any HECL Checks: (1) if they are presented to you after the Draw Period; (2) if I am in Default; or (3) as otherwise allowed by law.
- e. You are not obligated to honor my requests or orders to stop payment on any HECL Checks except as required by applicable law.

To request a stop payment on a check, I must either: (1) call you at 1.800.270.5400 ; or (2) write to you at Webster Bank, N.A., 609 West Johnson Avenue Cheshire, CT 06410-4502 , Attention: Home Equity Check Processing. In either case I must provide you with my Account number and the number, exact amount and person to whom the HECL Check was payable.

My stop payment request will not be effective if you paid the HECL Check before you had a reasonable opportunity to act upon my stop payment request or I did not provide you with enough information to enable you to stop payment.

Any oral stop payment request is valid for only 14 days, unless confirmed by me in writing during that 14 day period. Any written stop payment order is valid for six months, unless I extend it in writing within that time period.

- f. You may from time to time enable me to access my Account and obtain advances through other means as permitted by law (a "New Access Device").

UNOFFICIAL COPY

04402623

14. Right of Setoff: If I am in Default, you may take money out of my checking, savings or other deposit account or all of them to pay my loan. You need not give me notice before you do this.

15. Governing Law: Federal law and the law of the State of Connecticut (to the extent consistent with Federal law) govern this Agreement.

16. Change in Terms of This Agreement: You may not change the Maximum Annual Percentage Rate. You may not change any other terms of this Agreement, except as provided below.

- a. You may change the Index and Margin if the Index becomes unavailable provided that the new Index has an historical movement similar to the current Index and the new Index and Margin would result in an Annual Percentage Rate substantially similar to the Annual Percentage Rate in effect when, if ever, the Index becomes unavailable.
- b. You may make changes to which we agree in writing at the time of the change.
- c. You may also make changes which "unequivocally benefit" us and you may change "insignificant terms" as those terms are interpreted by the Federal Reserve Board.

17. Billing Rights: My billing rights and responsibilities under the Fair Credit Billing Act are described in Part II below.

By signing below, I agree to all of the terms of this Agreement and acknowledge that I have received a copy of this Agreement. Each person identified as a Borrower is obligated to keep all the promises made.

Borrower Name: MARK X. FRICK

Borrower Name: KRISTA R. FRICK

Borrower Name:

Borrower Name:

Borrower Name:

Borrower Name:

Borrower Name:

Borrower Name:

UNOFFICIAL COPY 704402623**PART II - MY BILLING RIGHTS - I WILL KEEP THIS NOTICE FOR FUTURE USE:**

This notice contains important information about my rights and your responsibilities under the Fair Credit Billing Act.

I SHOULD NOTIFY YOU IN CASE OF ERRORS OR QUESTIONS ABOUT MY BILL.

If I think my bill is wrong, or if I need more information about a transaction on my bill, I should write you on a separate sheet at:

Webster Bank, N.A.
609 West Johnson Avenue
Cheshire, CT 06410-4502

I should write to you as soon as possible. You must hear from me no later than 60 days after you sent me the first bill on which the error or problem appeared. I can telephone you, but doing so will not preserve my rights.

In my letter, I must give you the following information:

1. My name and account number.
2. The dollar amount of the suspected error.
3. I must describe the error and explain, if I can, why I believe there is an error. If I need more information I should describe the item I am not sure about.

If I have authorized you to pay my credit card bill automatically from my checking or savings account I can stop the payment on any amount I think is wrong. To stop the payment my letter must reach you three business days before the automatic payment is scheduled to occur.

MY RIGHTS AND YOUR RESPONSIBILITIES AFTER YOU RECEIVE MY WRITTEN NOTICE:

You must acknowledge my letter within 30 days, unless you have corrected the error by then. Within 90 days you must either correct the error or explain why you believe the bill was correct.

After you receive my letter you cannot try to collect any amount I question or report me as delinquent. You can continue to bill me for the amount I question, including finance charges, and you can apply any unpaid amount against my credit limit. I do not have to pay any questioned amount while you are investigating but I am still obligated to pay the parts of my bill that are not in question.

If you find that you made a mistake on my bill I will not have to pay any finance charges related to any questioned amount. If you didn't make a mistake I may have to pay finance charges, and I will have to make up any missed payments on the questioned amount. In either case you will send me a statement of the amount I owe and the date that it is due.

If I fail to pay the amount that you think I owe you may report me as delinquent. However, if your explanation does not satisfy me and I write to you within ten days telling you that I still refuse to pay you must tell anyone you report me to that I have a question about my bill. And, you must tell me the name of anyone you reported me to. You must tell anyone you reported me to that the matter has been settled between us when it finally is.

If you don't follow these rules you are not allowed to collect the first \$50 of the questioned amount even if my bill was correct.

UNOFFICIAL COPY

H110FG2V

SCHEDULE A

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN GLENVIEW, COUNTY OF COOK, AND STATE OF ILLINOIS, TO WIT:

LOT 56 IN THE SUBDIVISION OF CONCORD AT THE GLEN UNIT 1 RECORDED JANUARY 3, 2001 AS DOCUMENT 0010004437 FALLING IN THAT PORTION OF LOT 37 IN GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 2, BEING A SUBDIVISION OF PART OF SECTIONS 15, 21, 22, 23, 26, 27, 28 AND 34 TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 31, 1999 AS DOCUMENT 99313067, IN COOK COUNTY, ILLINOIS.

PARCEL ID: 04-27-420-004-0000

PROPERTY KNOWN AS: 1719 BLUESTEM LN

Property of Cook County Clerk's Office