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Doc#: 1306741017 Fee: \$54.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/08/2013 10:28 AM Pg: 1 of 9

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
800-532-8785

8846-138 JICTF

The property identified as: PIN: 13-17-402-013-0000

Address:

Street: 4339 N. Marmora

Street line 2:

City: Chicago

State: IL

ZIP Code: 60634

Lender: Hoyne Savings Bank

Borrower: Giuseppe Duca and Magdalena Duca

Loan / Mortgage Amount: \$29,450.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

S Y
P 9
S N
SC Y
INT Y

Certificate number: 7584F99E-00C5-4BFB-A16B-36752E718D07

Execution date: 02/15/2013

EX 333-CP

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Prepared by: **Hoyne Savings Bank**
4786 North Milwaukee Avenue
Chicago, IL 60630

[Space Above This Line For Recording Data]

Loan No. 01-45-47712

MORTGAGE

88461-837CTI

THIS MORTGAGE ("Security Instrument") is given on **February 15, 2013**

The mortgagor is **Giuseppe Duca and Magdalena Duca, his wife**

("Borrower"). This Security Instrument is given to

Hoyne Savings Bank

which is organized and existing under the laws of **State of Illinois**

, and whose address is

4786 North Milwaukee Avenue, Chicago, IL 60630

("Lender"). Borrower owes Lender the principal sum not to exceed

Twenty Nine Thousand Four Hundred Fifty and no/100

Dollars (U.S. **\$29,450.00**).

This debt evidenced by Borrower's Home Equity Line of Credit Agreement and Promissory Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **February 15, 2023**.

This Security Agreement secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest (referenced in said Note as "Finance Charges"), and all renewals, extensions and modifications of the Note; (b) the payment of all sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note.

For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **Cook** County, Illinois:

LOT 13 IN BLOCK 2 IN MCINTOSH BROTHERS IRVING PARK BLVD ADDITION TO CHICAGO A SUBDIVISION OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-17-402-013-0000

which has the address of

4339 N Marmora Ave

Chicago

[Street]

[City]

Illinois

60634

("Property Address");

[Zip Code]

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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."

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.

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

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 Note and any prepayment and late charges due under the Note.

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 Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for including and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments.

Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late fees or other charges due under the Note.

4. Charges; Liens.

Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices or amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the

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enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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, for condemnation or forfeiture 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 attorneys' 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 Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason,

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

prepayment charge under the Note.

Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent. Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or 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 Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that 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 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 Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this preclude the exercise of any right or remedy.

or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of paragraph 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or secured by this Security Instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condemnor offers to make an

proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the the fair market value of the Property immediately before the taking is equal to or greater than the amount of 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 in which

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security and shall be paid to Lender.

10. 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 Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises his option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

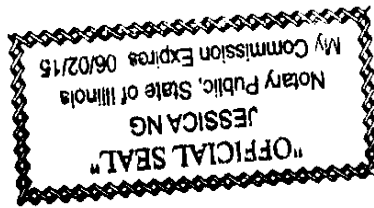
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 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

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My Commission Expires: 06/02/15

Notary Public

Jessica Ng

Given under my hand and official seal, this 15th day of February 2013

and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____, personally known to me to be the same person(s) whose name(s) signed

do hereby certify that Giuseppe Duca and Magdalena Duca, his wife, _____, a Notary Public in and for said county and state,

Jessica Ng

STATE OF ILLINOIS, Cook

County ss: _____

Witness:

Witness:

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Magdalena Duca

(Seal)
-Borrower

Giuseppe Duca

Magdalena Duca _____
Giuseppe Duca _____

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- | | | |
|---|--|--|
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Adjustable Rate Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Planned Unit Development | <input type="checkbox"/> Graduated Payment Rider |
| <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Rider Rate Improvement | <input type="checkbox"/> Balloon Rider |
| | <input checked="" type="checkbox"/> Revolving Line of Credit Rider | <input type="checkbox"/> VA Rider |

21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
 22. 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.
 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
 24. Riders to This Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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.

UNOFFICIAL COPY**VARIABLE RATE/REVOLVING
LINE OF CREDIT RIDER**

Loan No. 01-45-47712

This Variable Rate/Revolving Line of Credit Rider is made the **15th** day of **February, 2013**, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Home Equity Line of Credit Agreement and Promissory Note (the "Note") to Hoyne Savings Bank, an Illinois savings bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**4339 N Marmora Ave
Chicago, IL 60634**

THE NOTE PROVIDES FOR A VARIABLE INTEREST RATE, REFERENCED AS AN "ANNUAL PERCENTAGE RATE", PAYABLE BY THE BORROWER. THE NOTE ALSO CONTAINS MINIMUM AND MAXIMUM INTEREST RATES THE BORROWER MUST PAY.

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

A. CURRENT RATE. The Current Periodic Daily Rate of **FINANCE CHARGE** is **0.0123288%**. That Daily Periodic Rate, when multiplied by 365 days, is equal to a corresponding **ANNUAL PERCENTAGE RATE** of **4.50%**. The annual percentage rate includes interest and no other costs. The current daily periodic rate and corresponding annual percentage rate described above are based on the relationship used for later rate adjustments. At that time the rates will be subject to further adjustments and limitations, and produce the effects described below.

B. VARIABLE RATE. The Note provides that the Annual Percentage Rate under the Note is a variable annual interest rate which may change and will be **1.250% above** a "Base Rate". The "Base Rate" is equal to the highest base rate on corporate loans at large U.S. money center commercial banks that *The Wall Street Journal*, Midwest Edition, publishes as the "Prime Rate", on the last business day of each month preceding the Billing Cycle. The resulting Annual Percentage Rate will be rounded to the nearest 1/8th% (0.125%). The initial Annual Percentage Rate shall be based upon the Base Rate in effect on the date of the first advance under the Note. The Annual Percentage Rate and corresponding Daily Periodic Interest Rate may increase or decrease if the Base Rate increases or decreases, provided that the Annual Percentage Rate shall never be less than **4.50%** per annum nor more than 21.0% per annum or the highest rate allowable for an agreement of the type of the Note as determined by applicable federal or state law. An increase or decrease of the Annual Percentage Rate and corresponding Daily Periodic Interest Rate will take effect on the first (1st) day of the next month (or Billing Cycle) immediately following the date on which the Base Rate increases or decreases and shall then be fixed for the entire month (or Billing Cycle).

C. REVOLVING NATURE OF THE LINE OF CREDIT. The Note evidences a revolving line of credit such that the Borrower may borrow, repay and reborrow thereunder subject to the terms of the Note provided that the Lender shall not be obligated to make any advance under the Note which would cause the outstanding principal balance of the Note to at any time to exceed **\$29,450.00**. Accordingly, the amount of the indebtedness evidenced by the Note may fluctuate. Thus, the Security Instrument secures any indebtedness existing at the date hereof and evidenced by the Note and any indebtedness represented by future advances from Lender to or for the benefit of the Borrower, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within twenty (20) years from the date hereof to the same extent as if such future advances were made as of the date hereof, provided, however, that

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 (Seal) -Borrower

 (Seal) -Borrower

 (Seal) -Borrower *Giuseppe Duca*

 (Seal) -Borrower *Magdalena Duca*

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained on pages 1 and 2 of this Variable Rate/Revolving Line of Credit Rider.

although the amount of indebtedness that may be secured by the Security Agreement may increase from time to time, the total unpaid balance so secured at any one time shall not exceed a maximum amount equal to the aggregate principal amount of the line of credit evidenced by the Note plus interest (referenced as Finance Charges in the Note) thereon, late charges or fees and any disbursements made for the payment of taxes, special assessments, insurance on the Property, or other items deemed reasonably necessary by the Lender to be made to protect the lien of the Security Instrument together with interest at the rates specified in the Security Instrument or in the Note.

D. PRIOR MORTGAGE LIEN. Notwithstanding the provisions of Paragraph 4 of the Security Instrument to the contrary, the Lender acknowledges that the Security Instrument is junior and subordinate to the lien of that certain Mortgage of the Property dated **July 11, 2009** and recorded with the Cook County Recorder of Deeds on **July 28, 2009**

as Document No. **0920933115** (the "Prior Mortgage"). Borrower agrees that in the event of any default in or breach of any covenant or agreement in the Prior Mortgage or in any document or instrument evidencing or securing the indebtedness secured by the Prior Mortgage, the Lender, at its option and subject to the provisions of Paragraph 21 of the Security Instrument, may require immediate payment in full of all sums secured by the Security Instrument, without further demand and may foreclose the Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph C, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Property of Cook County Clerk's Office