

UNOFFICIAL COPY

This instrument prepared by
(Name) Gayle P. Miller, FOBB/A
(Address) 777 Army Trail Rd., Addison, IL 60101

Thomas J. Doyle, Jr.
Mary Kay Doyle
3939 W. 106th Street
Chicago, IL 60655
MORTGAGOR
"I" includes each mortgagor above.

FIRST OAK BROOK BANK/ADDISON
ADDISON, ILLINOIS 60101
MORTGAGEE
"You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, Thomas J. Doyle, Jr. and Mary Kay Doyle, His Wife
mortgage and warrant to you to secure the payment of the secured debt described below, on
September 23, 1988, the real estate described below and all rights, easements, appurtenances, rents, leases and existing
and future improvements and fixtures (all called the "property").
PROPERTY ADDRESS: 3939 W. 106th Street Chicago, Illinois 60655
(Street) (City) (Zip Code)

LEGAL DESCRIPTION:

LOT 2 IN RESUBDIVISION OF THE EAST 1/2 OF LOT 105 IN J. S. HOVLAND'S
RESUBDIVISION OF J. S. HOVLAND'S 103RD STREET SUBDIVISION OF THE WEST 1/2
OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/2 OF SECTION 14,
TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

PIN #24-14-110-053

AFTER RECORDING RETURN TO:
FIRST OAK BROOK BANK/ADDISON
777 ARMY TRAIL ROAD
ADDISON, ILLINOIS 60101

13.00

303 303

located in Cook County, Illinois.

TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and
assessments not yet due and Mortgage dated August 22, 1975 and recorded September 2, 1975
as Document #23206209 in the original amount of \$27,000.00 to Loomis Savings and Loan
Association

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in
this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you
under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be
advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same
extent as if made on the date this mortgage is executed.

Revolving credit loan agreement dated September 23, 1988, with initial annual interest rate of 10.50 %.
All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under
the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage
is executed.

The above obligation is due and payable on September 23, 1993 if not paid earlier.
The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of:
Twenty Thousand and No/100 Dollars (\$ 20,000.00),
plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest
on such disbursements.

Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.
 A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and
made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.

Commercial Construction

SIGNATURES:

Thomas J. Doyle, Jr.
Thomas J. Doyle, Jr.

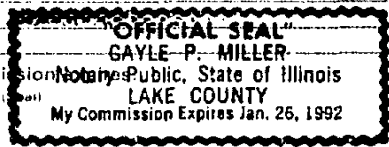
Mary Kay Doyle
Mary Kay Doyle

ACKNOWLEDGMENT: STATE OF ILLINOIS, Lake County ss:
The foregoing instrument was acknowledged before me this 23rd day of September, 1988
by Thomas J. Doyle, Jr. and Mary Kay Doyle, His Wife

Corporate or
Partnership
Acknowledgment

of _____ (Name of Corporation or Partnership)
a _____ on behalf of the corporation or partnership.

My commission as Notary Public, State of Illinois
LAKE COUNTY
My Commission Expires Jan. 26, 1992



Gayle P. Miller
(Notary Public)

5-8091846 Special Search Dept.

COPIES 88844799

CPM-TG-1 BACKSIDE REVISION DATE 11/1/85

MARY ANN DOYLE
3030 W. 100th Street
Chicago, IL 60655

FIRST OAK BROOK BANK
ADDRESS: 1100 N. LAUREL STREET
MORTGAGE

REAL ESTATE MORTGAGE...
September 23, 1988
PROPERTY ADDRESS: 3030 W. 100th Street, Chicago, IL 60655

LEGAL DESCRIPTION:
LOT 2 IN REVISION 1088 SEP 29 1988 IN J. S. HOVANA'S
REVISION OF J. S. HOVANA'S 1988 1ST MORTGAGE OF THE WEST
ON THE NORTH 1/2 OF THE S.W. 1/4 OF SECTION 14
TOWNSHIP 37 NORTH, RANGE 12 WEST, THIRD PRINCIPAL MERIDIAN, IN
COUNTY OF COOK, STATE OF ILLINOIS.

17. Release. When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

16. Transfer of the Property as a Beneficial Interest in the Mortgage. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgage is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.

15. Joint and Several Liability; Co-signers, Successors, and Assigns. All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt, I do so only to the extent of my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from my obligations under this mortgage. The duties and benefits of the mortgage shall extend to all successors and assigns of either or both of us.

14. Notices. Unless otherwise required by law, any notice to me shall be given by mailing it to the address that I give you in writing or by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any such notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.

13. Waiver. By exercising any remedy available to you, you do not waive your right to later contest, in the event a default occurs, the exercise of any remedy. By not exercising any remedy, you do not waive your right to later contest, in the event a default occurs, the exercise of any remedy.

12. Condemnation. I assign to you the proceeds of any condemnation or claim for damage connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Paragraph 1. This assignment is subject to the terms of any prior security agreement.

11. Inspection. You may request the property to be inspected by a qualified person. The cost of such inspection will be borne by the party who requests the inspection.

10. Authority of Mortgagee to Name for Mortgage. If I fail to perform any of my duties under this mortgage, you may perform the duties of a mortgagee. You may sign my name to any document necessary for performance of your duties under this mortgage. If I fail to perform any of my duties under this mortgage, you may perform the duties of a mortgagee. This may include completing the construction of the property. Your failure to perform your duties under this mortgage will not prevent you from exercising your rights under the law on the mortgage.

9. Leasehold, Condemnation, Eminent Domain, and Other Proceedings. I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If the mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

8. Waiver of Home and I hereby waive all right of homestead exemption in the property.

7. Assignment of Rights and Profits. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and receive the rents and profits of the property. I may also collect and receive the rents and profits of the property. I may also collect and receive the rents and profits of the property. I may also collect and receive the rents and profits of the property.

6. Default and Acceleration. If I fail to make any payment when due or break any covenant under this mortgage, any prior mortgage or any other remedy available to you, you may foreclose this mortgage in the manner provided by law.

5. Expenses. I agree to pay all your expenses, including reasonable attorney fees, that are incurred by an appellate court. I agree to pay all your expenses, including reasonable attorney fees, that are incurred by an appellate court. I agree to pay all your expenses, including reasonable attorney fees, that are incurred by an appellate court.

4. Property. I will keep the property in good condition and make all repairs reasonably necessary.

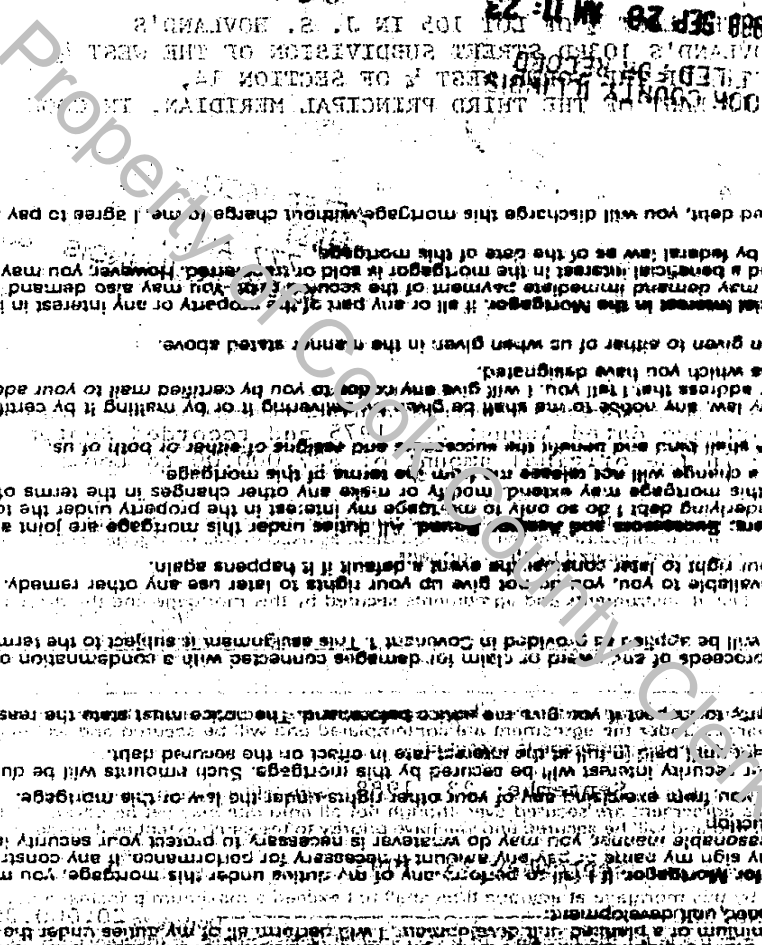
3. Insurance. I will keep the property insured under terms acceptable to you. I will keep the property insured under terms acceptable to you. I will keep the property insured under terms acceptable to you.

2. Change of Title. I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which may be asserted against the property. I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which may be asserted against the property.

1. Payments. I agree to make payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied to the secured debt in the order of interest or principal, second, to interest and then to principal. If partial payments are made, they will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.

0374 6844 4739

Handwritten notes and signatures on the right margin.



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Thomas J. Doyle, Jr. Mary Kay Doyle 3939 W. 106th Street Chicago, IL 60655 Borrower's Name and Address "You" means each borrower above, jointly and severally.	FIRST OAK BROOK BANK/ADDISON 777 ARMY TRAIL ROAD ADDISON, ILLINOIS 60101 Lender's Name and Address "We" or "us" means the lender named above.
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No. 211810500	Minimum Advance \$ 500.00	Triggering Balance \$ N/A
Date September 23 19 88	Payment Date: 21st DAY	Billing Cycle: Ends 1st DAY
Trans. Acct. #	of every MONTH	of every MONTH
Line of Credit \$ 20,000.00		

HOME EQUITY LINE OF CREDIT

GENERALLY: When we use the term "loan account balance" in this agreement, we mean the sum of the unpaid principal of loans made under this plan, plus unpaid finance charges which have accrued, plus credit insurance premiums which are due. The term "transaction account" means the account you have with us, the account number of which is listed at the top of the form on the line labeled "Trans. Acct. #". The term "Line of Credit" means the maximum amount we will ordinarily allow the unpaid principal of your loan account balance to be at any one time.

If any term in this agreement violates any law or for some other reason is not enforceable, that term will not be a part of this agreement. The other terms in this agreement will remain effective, however. This agreement is subject to the laws of the state where we are located.

REQUESTING A LOAN: You request a loan under this plan whenever you:
 • write a check for at least the minimum advance listed above using one of the special checks you have for that purpose.

HOW THE LOAN IS ADVANCED: When you request a loan by one of these methods, we will advance exactly the amount you request, so long as the requested amount equals or exceeds the minimum advance listed above. We will make the advance by depositing the amount in your transaction account, by advancing the money directly to you, or by paying a designated third person or account, depending on how we agree to make the advance. We will record the amount as a loan in your loan account.

If your request is for less than the minimum advance, we may, at our option, grant the request. However, granting the request does not mean we will be required to grant requests for less than the minimum advance in the future. We always have the option to deny any such request.

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed above. We may, at our option, grant such a request without obligating ourselves to do so in the future.

HOW FINANCE CHARGES ARE COMPUTED: Finance charges begin to accrue immediately when we make a loan to you. To figure the finance charge, we will apply a periodic rate of finance charge each billing cycle to the "average daily balance" of your loan account for the billing cycle. The "average daily balance" is computed as follows: First, we take your loan account balance at the beginning of the day and subtract any unpaid finance charges and credit insurance premiums (if any) that are due. Next, we subtract the portion of any payments or credits received that day which apply to the repayment of your loans. (A portion of each payment you make is applied to finance charges and credit insurance premiums (if any).) Then we add any new loans made that day. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

The periodic rate of FINANCE CHARGE is 8.75 % which is equal to an ANNUAL PERCENTAGE RATE of 10.50 %.

VARIABLE RATE: The annual percentage rate may change, and will always be 1/2 percentage points above the following "base rate": equal to the prime rate as quoted in The Wall Street Journal - Money Rate section, if at any time The Wall Street Journal - Money Rate section quotes more than one prime rate and/or quotes a range of prime rates, the interest rate being charged will be equal to the highest prime rate then being quoted in The Wall Street Journal - Money Rate section. The annual percentage rate may increase if this "base rate" increases. An increase will take effect on the first day of each month. An increase will result in an increase in the finance charge and it may have the effect of increasing your periodic minimum payment. The annual percentage rate will not increase more often than once a month. A decrease will have the opposite effect of an increase disclosed above.

If the base rate changes more frequently than the annual percentage rate, we will always use the base rate in effect on the day we adjust the annual percentage rate to determine the new annual percentage rate. In such a case, we will ignore any changes in the base rate that occur between annual percentage rate adjustments.

The "annual percentage rate" referred to in this section is the annual rate which corresponds to the periodic rate applied to the balance as described above. This corresponding ANNUAL PERCENTAGE RATE will never exceed 12.9 %, and also will never exceed the highest allowable rate for this type of agreement as determined by applicable state or federal law.

If at any time The Wall Street Journal - Money Rate section no longer quotes a prime rate, then the bank will choose a new interest rate index which is based upon comparable information and give the borrower notice of its choice.

HOW YOU REPAY YOUR LOANS: You agree to pay accrued finance charges and credit insurance premiums (if any) on each payment date listed at the top of the form. The unpaid principal of loans made under this plan will be due September 23, 19 88. You can prepay all or any part of what you owe at any time. However, even if you prepay part of what you owe, you will still have to pay accrued finance charges and credit insurance premiums (if any) on the next scheduled payment date.

Check one: You authorize us to automatically withdraw your payment from your transaction account on each payment date (see top of form).
 (other) Monthly Billing

SECURITY: To secure the payment of what you owe, we have the right of set-off. This means we can pay the amount you owe us out of money that we are required to pay you (such as money in your savings or checking account). However, we cannot use in this way money in your IRA or other tax-deferred retirement account. State law may further limit our right of set-off.

However, we will have no right of set-off if you can obtain credit under this plan by using a debit or a credit card.

We have also secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument dated September 23, 19 88) in the following property, described by item or type:

Junior mortgage on the property commonly known as 3939 W. 106th Street, Chicago, IL 60655 and held in the name of Thomas J. Doyle, Jr. and Mary Kay Doyle, his wife.

If checked, collateral securing other loans you have with us may also secure loans under this agreement. Filing fees \$ _____
 If this agreement is secured by real property, we agree to pay any expenses involved in releasing the security interest.
 You may buy property insurance from anyone you want who is acceptable to us. If you buy the insurance from or through us, your premium will be N/A

CHANGING THE TERMS OF THIS AGREEMENT: We reserve the right to change any term in this agreement. Such change will be effective immediately or upon the expiration of any required notice period. If we are required to send notice of a change in terms, we will send the notice to your address listed above. (You should inform us of any change in address.)
 This agreement can be ended by you or by us at any time, upon giving notice. However, you still must pay all you owe under this agreement even if it is ended.

ADDITIONAL FEES: You agree to pay the following additional fees:
 • A late charge on any payment not paid within 10 days of the payment date of 5% of the payment or \$5.00, whichever is less.
 • The following closing costs: appraisal \$ _____; title search \$ _____; documentation fees \$ _____
 (other) Application Fee \$ 250.00
 • A fee of \$20.00 per year in order to participate in this plan. We will add this amount to your loan account balance on an annual basis.

ATTORNEY'S FEES: You agree to pay all our costs, including reasonable attorney's fees, that we incur in legal proceedings to collect or enforce this debt should you be in default.

NOTICE: See the reverse side for additional terms and for information about your rights in the event of a billing error.
 First Oak Brook Bank/Addison

SIGNATURES: By signing below, you agree to the terms on both sides of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement on today's date.

By: SP Miller

Signature Thomas J. Doyle, Jr.
 Signature Mary Kay Doyle

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NAME	11 0000
DATE	11 0000
AMOUNT	11 0000
MONTH	11 0000

HOME EQUITY LINE OF CREDIT

The undersigned hereby certifies that the above information is true and correct to the best of his knowledge and belief.

I hereby certify that the above information is true and correct to the best of my knowledge and belief.

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Property of Cook County Clerk's Office