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NATIONAL CAN EMPLOYEES
CREDIT UNION
HOME EQUITY CREDIT AGREEMENT
AND DISCLOSURE STATEMENT

Borrower(s)	Member Acct. No.	Date
<u>CHARLES ORTEGA</u>	<u>7747</u>	<u>3/13/89</u>
<u>LINDA ORTEGA</u>		
Address: <u>8620 S. Leamington, Burbank, Il 60459</u>	Note No. <u>7747-2</u>	S.S. # <u>349-16-0141</u>

THIS IS A CONTRACT - BE SURE TO READ ENTIRE DOCUMENT

This is also a disclosure of both your and our rights and duties under this Agreement and the Federal Truth-In-Lending Act.

This Home Equity Credit Agreement is made possible by a pledge of your home as security. You will have up to 5 years to repay the balance of your account. The interest rate for this account may be adjusted from time to time. Any adjustments will result in increases or decreases in your payment amount. The following information describes this Agreement. Other important information relating to this account will be contained in the Mortgage and in other documents which you will receive relating to this plan.

The word "applicant" in the Agreement refers to the undersigned, who agree individually and together to repay NATIONAL CAN EMPLOYEES CREDIT UNION ("The Credit Union") any credit it may extend as a result of its acceptance of this Application, Note and Agreement. The Credit Union is authorized to complete the application or this Agreement with any information in its possession and to note on the application the maximum credit approved and the date of its acceptance of the application.

In this Agreement the words you, your and yours mean the undersigned Credit Applicant or Applicants. The words we, us and the Credit Union mean the NATIONAL CAN EMPLOYEES CREDIT UNION.

TRUTH-IN-LENDING AND OTHER DISCLOSURES

Finance Charge. A Finance Charge is imposed on your loan from the date that it is made until it is paid in full. The Finance Charge is computed each month by multiplying the applicable Average Daily Balance by the relevant Daily Periodic Rate and by multiplying that product by the days in the billing period.

Annual Percentage Rate and Daily Periodic Rate. The "margin" is added to the Prime Rate to Determine the applicable Daily Periodic and the Annual Percentage Rate as shown in the following example. For the purpose of this illustration Prime is assumed to be 11.5%.

Your Annual Percentage Rate is Prime plus a Margin of 2.5%.

Your Daily Periodic Rate is Annual Percentage Rate divided by Days in a year (360), 0.0388%.

Average Daily Balance. To determine the Average Daily Balance we take the beginning balance in your account each day, add any new loans and subtract any principal payments or credits, if any, and unpaid Finance Charges. At the end of the billing period we add up all the daily balances and divide the sum by the days in the billing period, this gives us the average daily balance.

Maximum Annual Percentage Rate. Regardless of any increase in the Prime Rate or the Margin, the Annual Percentage Rate for this Agreement will not exceed 18%.

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Prime Rate. Prime Rate means the highest Prime Rates as reported in the Key Money Rate section of the Wall Street Journal on the last business day of the month immediately preceding the Billing Period in which it is to be applied.

Margin. Margin is the amount of percentage points to be added to the Prime Rate to determine the Annual Percentage Rate and the Daily Periodic Rate, the Margin is 2.5%.

Annual Percentage Rate. The Annual Percentage Rate is determined by taking the Prime Rate in effect on the last business day of the calendar month before the beginning of the Billing Period and adding it to the Margin.

The Annual Percentage Rate may also vary each month with changes in the Prime Rate, however, there is a limitation on the increase in the amount of the Annual Percentage Rate changing, the Annual Percentage Rate may not exceed 18% under this Agreement. The Amount of the Margin, however, as is indicated above, will not change unless you are provided with a written notice of a change in terms in compliance with applicable law. The effect of an increase in the Annual Percentage Rate will be that your scheduled monthly minimum payment of the Finance Charge will also increase.

Minimum Monthly Payment. You must make a minimum monthly payment sufficient to pay off the entire principal balance due, together with interest in substantially equal monthly payments over a five year period from the date of this Agreement. The Credit Union will calculate the proper amount and send you notice of the minimum amount due each month on your monthly statement. Minimum monthly payments do not decrease as your loan account under this plan is paid off. Even if you make early or extra payments, you must still make the minimum monthly payment each month until your account is paid down to zero.

Payments are due on the 30th day of each month unless a different date is set by the Credit Union and you are notified in advance.

Security Agreement. You are giving the Credit Union a security interest in your principal residence commonly known as 8620 S. Leamington, Burbank, Il. 60459 as collateral for all amounts owing under this Agreement.

Maximum Annual Percentage Rate. The maximum Annual Percentage Rate that can be charged under this Agreement, regardless of increases in the Prime Rate or the Margin is 18%.

LEGAL DESCRIPTION:

THE NORTH 1/2 OF THE SOUTH 3/5 OF THE NORTH 1/2 OF LOT 65 (EXCEPT THE WEST 160 FT. THEREOF AND EXCEPT THE EAST 33 FT THEREOF) IN FREDRICK H. BARTLETT'S AERO FIELDS BEING A SUBDIVISION OF THE SOUTH 20 ACRES OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 13 TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS PIN 19-23-FO9-068-0000 Vol 192

HOME EQUITY CREDIT AGREEMENT

This is a credit agreement secured by the equity in your home. Your loan may not exceed 70% of the current value of your home less the balance of any prior existing mortgage or lien

TERMS AND CONDITIONS

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1. Promise to Pay. You promise to pay to the Credit Union all amounts borrowed under this Plan by any person whose signature appears in this Agreement, plus the **FINANCE CHARGES** (interest) calculated at the daily rate(s) of the **ANNUAL PERCENTAGE RATE** shown above, together with all other late charges, collection costs or other amounts due. Each of you are jointly and severally liable for full payment of these amounts.

2. Maximum Credit Limit. Your Maximum Credit Limit under this Line of Credit Plan is \$ 25,000.00. You agree not to cause or allow your total unpaid balance to exceed this amount unless you are told by the Credit Union in writing that your Maximum Credit Limit has been increased. If you request an Advance that exceeds your Limit, the Credit Union has no obligation to honor your request and may refuse it and declare an event of default of this Agreement, as its option. If the Credit Union decided to honor the request, but not increase your Maximum Credit Limit, you agree to pay the excess, plus interest, immediately at the option of the Credit Union. Any such excess shall accrue interest as provided in this Agreement.

3. Payment. You agree to pay back the money you borrow, plus the **FINANCE CHARGE**, in at least monthly payments. The minimum payment due each month is indicated below. You may pay off your entire balance at any time without penalty. In any event, the entire balance of principal and interest (and any other applicable charges) due hereunder shall be payable in full no later than the date indicated in Paragraph 15 below.

When a loan or advance is made on an account having a zero balance, the first payment shall be due on the 30th day of the month following the first advance; and any increases in the minimum payment due to additional loans or Advances will become effective on the n/a day of the month following the additional advance. Provided, the Credit Union may establish a different due date at the time of an advance or by giving you other proper notice.

If your account has a current balance or a **FINANCE CHARGE** has been imposed, we will send you a billing statement setting forth the interest rates, the previous balance that you owe from the last billing period, new Advances that are posted to your account, the **FINANCE CHARGE**, late charges, and all payments, debits and credits through the billing date. It will also show the balance of your account, the minimum payment due and the payment due date.

You may make payments larger than the minimum required if you want, or prepay the entire amount. There is no penalty or charge for paying off the loan early. However, payments larger than the minimum amount due will not be credited to the next monthly payment. You must still make at least the minimum payment due each month until the loan is paid in full.

4. Minimum Payment Amount: We will send you a monthly statement setting forth the current balance due and the minimum amount you must pay. You must make a minimum monthly payment, as calculated above, of the outstanding principal balance after each advance, but not less than \$30.00 per month. You agree to continue to make these payments until all the principal, **FINANCE CHARGES**, late charges and any other applicable charges have been paid.

5. Allocation of Payments. All payments shall be applied first to interest, then to insurance, if any, then to principal. But if the payment is late and a charge is imposed or other charges are duly imposed, that payment shall be allocated first to the charges, second to interest, then insurance, if any, and then to principal. However, no late charge will be imposed or collected if a full, timely payment has been made and the only delinquency is attributable to a late charge(s) on an earlier payment(s). A late charge may be imposed, at the Credit Union's option, as indicated above.

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6. Residence as Security. To secure payment of this Note and all present and future liabilities to the Credit Union under it, you agree to give the Credit Union secured interest in your principal residence (or it may be a second residence or property, if allowed by the Credit Union). You agree to complete and execute a Mortgage or other security agreement in favor of the Credit Union. This means that if you are in default under this Agreement, the Credit Union may foreclose on the Mortgage and your principal residence (or other applicable property) to pay any amount due under this Agreement without notice (except for amounts over your credit limit).

You agree to give us prior written notice of any intended sale or other transfer, whether as security or otherwise, of the residence which is collateral for the Advances under this Plan. Further, you agree that this Agreement and loan cannot be assumed by any other party, nor can title to the mortgaged property be taken subject to this Agreement. You agree that you will not sell, transfer or assign the said residence or the underlying mortgage without our prior express written consent. And, if such transfer, assignment or assumption is attempted without our prior express written consent, it shall be an event of default under this Agreement and we shall have the right to foreclose on your residence pursuant to the underlying mortgage.

You further agree that even if your loan account under this Plan is reduced to zero from time to time, that the Mortgage securing this Agreement shall remain in full force and effect for the entire term of this Agreement and until all of your obligations are fully satisfied.

You also agree to name and keep the Credit Union as a co-insured, to the extent of its interests, on a policy of property insurance on the residence secured hereby. You may purchase this required property insurance from an insurer of your choice which is acceptable to the Credit Union.

7. Insurance. Property insurance is required to be maintained on the real estate as provided in the mortgage. This insurance may be obtained from any insurance company acceptable to us.

8. Review. The Credit Union reserves the right, at any reasonable time, to request an update of your personal financial information for our review. The Credit Union also reserves the right to have appraisals of the property which is collateral under this Agreement performed in the future. At our option, we may review tax statements or the like, or we may have a more complete independent appraisal performed on the property. You agree that we may charge your loan account for the cost of such review or appraisal. Further, you agree to provide any such personal financial statements, tax statements or other documentation, and to cooperate and assist in the performance of an appraisal at any reasonable time, which may be necessary or advisable at our discretion.

9. Events of Default. The following events of default if any of them occur for any reason whatsoever: (a) If you fail to make a timely payment of interest or principal on this Note, or fail to perform any obligation under this Note; (b) if any representation or warranty or other statement of fact, in writing or otherwise, furnished to the Credit Union in connection with this loan, or otherwise, shall be false or misleading in any material respect; (c) if an Advance is requested or made which results in you exceeding your credit limit; (d) if you admit in writing your inability to pay your debts generally as they become due, file a petition in bankruptcy or under any other state or Federal insolvency act, or if such a petition is filed against you and is not stayed; (e) you make an assignment for the benefit of creditors or commence similar proceedings; (f) if you are in default under the terms of the Mortgage or under any other security agreement securing this loan; (g) if you are in default under the terms of any other Mortgage or security interest on your residence which has priority over the Mortgage to the Credit Union; or (h) if after a review of your financial information, appraisal or other documentation under Section 8 above, or otherwise, the Credit Union has reasonable cause to feel insecure or any part of any collateral therefore unsafe, insecure, or insufficient and you shall not on demand furnish other collateral or make payment on account satisfactory to the Credit Union.

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10. Notice of Default. If an event of default (as defined in Section 9 above) occurs, we shall give you written notice of a Default of this Agreement. Upon such notice to you, a Default of this Agreement shall exist. Such notice shall be effective when mailed by us to your last known address in our records.

11. Remedies. Upon the notice of Default (under Section 10 above), the Credit Union may, at its option, suspend your access to Advances under this Agreement or we may terminate this Agreement. If we suspend your access to Advances under this plan and you later cure the Default (before we terminate the Agreement), we and you shall once again have the obligations and duties of this plan.

If we choose to terminate this Agreement, we shall give you notice in writing and shall be under no further obligation to you. However, your obligations shall survive such termination. And, if we terminate this Agreement, we may declare this Note to be due and payable in full and the unpaid balance of principal and accrued interest shall be accelerated and become due and payable immediately without presentment, demand, protest, or notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding. In such event, the Credit Union shall have the rights and remedies due to it under the Uniform Commercial Code and it may exercise any right it may have under the Mortgage or any other security agreement securing this loan.

12. Collection Costs. If any amount payable under this Agreement is not paid when due and the account is sent to an attorney for collection, you agree to pay reasonable attorney's fees, costs and the expenses of any legal action, in addition to the amount of principal, finance charges and other amounts you owe to the Credit Union.

13. Maturity Date. No further Advances will be made under this Agreement after March 13, 1989, and the remaining balance plus interest and other charges must be paid by March 12, 1994. The Credit Union may cancel this Agreement if you are in Default of any of the terms or obligations of the plan. You may cancel this Agreement by mailing a written notice to the Credit Union. In any event, you will remain liable to repay your outstanding loan balance, with interest, and any other charges.

14. Change in Financial Condition. You will immediately notify the Credit Union in writing of any adverse change in your financial condition, any change in your residence address, or any change in employment. The Credit Union has permission to obtain, and you will, at any time requested, furnish the Credit Union with your financial statement which shall be reasonably current and in a form satisfactory to the Credit Union.

15. Joint Accounts. If your account is a joint account, each of you will be jointly and severally liable for the amounts owing under this Agreement.

16. Other Terms. This Agreement shall be applicable to your Line of Credit account as it may from time to time be identified. The Credit Union may amend this Agreement at any time in accordance with applicable laws and regulations. The amendment may affect outstanding balances. The failure of the Credit Union to strictly enforce this Agreement shall not be deemed a waiver of any of the terms and provisions thereof.

17. Duty to Examine Periodic Statement. You agree to examine each periodic statement immediately upon receipt and promptly report any inaccuracies and charges, credits, or computations to the Credit Union in writing. Upon your failure to do so with respect to any such statement within 60 days after the statement closing date, the statement shall be deemed to be accurate. Nothing herein shall limit your duty to examine statements and items with regard to the Line of Credit account referred to herein.

18. Controlling Laws. This Agreement is controlled by applicable laws of the state where the subject real property is located and Federal laws and regulations.

19. Completing Documents. You authorize the Credit Union to complete this Agreement, Note, and/or Mortgage or security agreement in any necessary respect if it is executed while incomplete.

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20. Waiver. You and all endorsers, sureties, and guarantors hereof, hereby jointly and severally waive presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement, or guarantee of this instrument. No delay or failure by the Credit Union to exercise any rights or powers under this Note or the underlying Mortgage shall operate as a (full or partial) waiver thereof and such delay or failure shall not subject the Credit Union to any liability; and all such rights and powers shall be continuous and exercisable at the Credit Union's option.

21. Amendments. The Credit Union reserves the right to amend or make changes to this Agreement, provided that our obligation to make Advances under this plan shall not be released unless you are in Default as provided above. Since this Agreement may last for a long period of time and economic conditions or the law may change, we may make changes in the interest rate, how the interest rate is determined, how the minimum monthly payment is determined, the terms and provisions of this Agreement, or any other changes we feel may be necessary. Any such changes will apply to any Advances you receive after the date of the change. Changes may also affect the entire principal amount you owe (including amounts you already owe) if you take another Advance after such a change has been made. If any provision of this Agreement or the underlying documents, or any amendment thereof, or the application of it shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the affected underlying documents shall not be affected thereby and shall be valid and enforceable to the full extent of the law.

22. Notices. If the law requires an advance notice of a change, or if any other notice is required under this Agreement, we will mail the notice to the last known address we have for you in our records. If the notice is to make any change in this Agreement, the change shall be effective fifteen (15) days after the mailing of the notice. If the notice is pursuant to Section 10 above, the notice is effective upon our mailing it to you.

23. Other Charges. You agree to pay the following charges in addition to the Finance Charge. (a) Charges incurred in connection with taking a security interest in residential real estate, including without limitation: title examination, title insurance, recording fees, appraisal fees, closing costs as itemized on the Fact Sheet accompanying the application; (b) a non-refundable application fee as shown in the Fact Sheet.

The provisions of this Home Equity Line of Credit Account Agreement and Disclosure Statement and the accompanying application have been read and agreed to by each person prior to signing this Agreement and the application. You acknowledge that you have received a copy of this Agreement for your records.

Member's Signature _____ Date _____

Charles Ortega 3/13/89
Member's Signature _____ Date _____

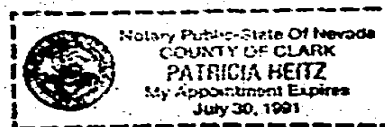
Approved: () Yes () No

Authorized Signature _____ Date _____

X Linda Ortega 3-9-89
Co-Maker or Guarantor _____ Date _____

____ Only Providing Collateral

DEPT-01
193333 TRAM 7959 04/17/89 11:03:00
#2225 # 89-168083
COURT COUNTY RECORDER



MAIL TO:

JOHN R. RUDDY
53 W. JACKSON, SUITE 630
CHICAGO, IL 60604

\$16.00 MAIL
89-168083

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