

5-9051359 April 16th 1989

89219135

UNOFFICIAL COPY

This instrument was prepared by:
WILLIAM E. NAVOLIO/KCT
(Name)
2021 SPRING ROAD
(Address)
OAK BROOK, IL. 60521

MORTGAGE

\$16.00

THIS MORTGAGE is made this 8TH day of MAY, 1989, between the Mortgagor, ROBERT H. HUNTER AND MARSHA M. JENDRZEJAS, N/K/A MARSHA M. HUNTER, HIS WIFE, AS JOINT TENANTS (herein "Borrower"), and the Mortgagee, OAK BROOK BANK, a corporation organized and existing under the laws of THE STATE OF ILLINOIS, whose address is 2021 SPRING ROAD, OAK BROOK, IL. 60521 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 50,000.00 which indebtedness is evidenced by Borrower's note dated MAY 8, 1989 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on AUGUST 1, 1989;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 1 IN MEADOW GREEN, A SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 23-22-202-021-0000

AFTER RECORDING, RETURN TO:
OAK BROOK BANK
2021 SPRING ROAD
OAK BROOK, ILL. 60522
ATTN: LOAN OPERATIONS

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 MAY 16 AM 11:22

89219135

BOX 333

which has the address of 11102 POSSUM DRIVE, PALOS HILLS, Illinois 60465 (herein "Property Address");
(Street) (City) (Zip Code)

TOGETHER with all the Improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

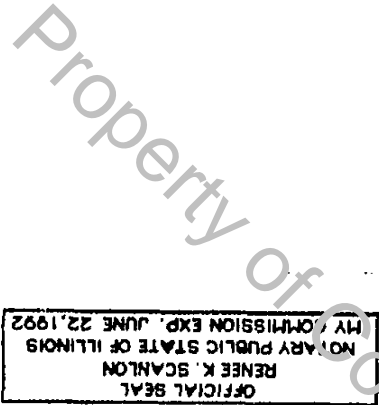
ILLINOIS--SECOND MORTGAGE--1/80--FNMA/FHLMC UNIFORM INSTRUMENT

Form 3814

89219135

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(Space Below This Line Reserved for Lender and Recorder)



Given under my hand and official seal, this 11th day of May 1989 My Commission expires: June 22, 1992

Renee K. Scanlon
Notary Public

ROBERT H. HUNTER AND MARSHA M. JENDRZEJAS N/K/A MARSHA M. HUNTER, HIS WIFE, personally known to me to be the same person(s) whose names(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as the free voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS, County ss: COOK

X *Robert H. Hunter*
ROBERT H. HUNTER, Borrower

X *Marsha M. Hunter*
MARSHA M. JENDRZEJAS N/K/A MARSHA M. HUNTER, HIS WIFE, Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

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

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without account only for those rents actually received.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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UNIFORM COVENANT. Borrower and Lender covenants and agrees as follows:

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1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 7 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of, and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 6 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing (this Mortgage only) to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower when given in the manner designated herein. 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the applicable law of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to the extent the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a confirmed copy of the Note and of this Mortgage at the time of execution or after recordation hereof. 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender, Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property. 16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage. If Lender exercises this 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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower. NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: 17. Acceleration Remedies. Except as provided in paragraph 10 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate, the acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rent; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

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ROBERT H. HUNTER MARSHA HUNTER 8 CARRIAGE LANE LEMONT, IL	BANK BRANCH 202 SPRING CLOUD OAK BROOK, IL 60522	Date: <u>MAY 8, 1989</u> 1989 Maturity Date: <u>AUGUST 1, 1989</u> Loan Amount: <u>50,000.00</u> Renewal Of:
BORROWER'S NAME AND ADDRESS <small>(Includes each borrower above, jointly and severally)</small>	LENDER'S NAME AND ADDRESS <small>(You're insured the lender, its successors and assigns)</small>	

NOTE: I promise to pay to you or your order, at your address above, the principal sum of:

FIFTY THOUSAND AND NO/100

Dollars \$ 50,000.00

plus interest from MAY 8, 1989 at the rate of 13.500 % per year until _____

VARIABLE RATE If checked, this rate may then change as always to be 3.000% OVER the following base rate:
WALL STREET JOURNAL, PRIME RATE AS SET FORTH ON EXHIBIT "A" ATTACHED

The annual interest rate in effect on this note will not at any time be more than _____ % or less than _____ %
 and an increase in the interest rate will cause an increase in _____ () the amount of each scheduled payment () the amount due at maturity () the number of payments

LOAN CHARGE I also agree to pay a loan charge of \$ _____
 PAYMENT I will pay this note as follows:
 (a) I will pay accrued interest AT MATURITY
 I will pay the principal AUGUST 1, 1989
 (b) I agree to pay this note in _____ payments. The first payment will be in the amount of \$ _____ and will be due _____
 A payment of \$ _____ will be due on the _____ day of each _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____

LIMITATIONS The truth in lending disclosure table below will indicate if there is any contractual limit on the periodic increase in the interest rate for this note

INTEREST Interest accrues on a ACTUAL/360 basis.
 If checked, I also agree to pay a minimum interest charge of \$ _____ if I pay this loan off before you have earned that much in interest.
 LATE CHARGE If checked, I agree to pay a late charge of _____ % of the amount of a payment which is more than _____ days late up to \$ _____

POST MATURITY INTEREST Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues prior to maturity, unless a specific post maturity interest rate is agreed to in the note. WALL STREET JOURNAL, PRIME RATE
 If checked, interest will accrue at the rate of _____ % per year on the balance of this note not paid at maturity, including maturity of acceleration.

THE PURPOSE OF THIS LOAN IS: CONSUMER INTERIM FINANCING FOR HOME

ANNUAL PERCENTAGE RATE The rate of interest the lender will charge you	FINANCE CHARGE The dollar amount the credit will cost me	AMOUNT FINANCED The amount of credit provided to me or on my behalf	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments	I have the right to receive at this time an itemized list of the Amount Financed						
20.475	\$ 2,343.75	\$ 49,250.00	\$ 51,593.75	YES - I want an itemization						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Number of Payments</th> <th style="width: 10%;">Amount of Payment</th> <th style="width: 80%;">When Payments Are Due</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">\$ 51,593.75</td> <td style="text-align: center;">AUGUST 1, 1989</td> </tr> </tbody> </table>				Number of Payments	Amount of Payment	When Payments Are Due	1	\$ 51,593.75	AUGUST 1, 1989	NO - I do not want an itemization * means an estimate \$ _____ Filing Fees \$ _____ Non Filing Insurance
Number of Payments	Amount of Payment	When Payments Are Due								
1	\$ 51,593.75	AUGUST 1, 1989								

This note has a demand feature. This note is payable on demand and all disclosures are based on an assumed maturity of one year.
 Variable Rate My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.
 (Check one) The annual percentage rate may increase during the term of this transaction if _____

Any increase will take the form of _____
 If the rate increases by _____ % it _____
 will increase to _____ The rate may not increase more often than _____ and may not increase more than _____ % each.
 The rate will not go above _____ %

Security I am giving a security interest in real estate out of my property: JR. MICH. ON 8 CARRIAGE LN., LEMONT, IL. & 11102 FOSSUM DR., PALOS HILLS, IL.
 collateral securing other loans with you may also secure this loan.
 my deposit accounts and other rights to the payment of money from you.
 Late Charge: I will be charged _____ % of the full amount of a scheduled instalment if I am more than _____ days late, up to \$ _____.
 Prepayment: If I pay off this note early, I may will not have to pay a penalty. may will not be entitled to a refund of part of the finance charge.

I can see my contract documents for any additional information about nonpayment, default, any required payments before the scheduled date, and prepayment refunds and penalties.

INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.				Itemization of Amount Financed	
Type	Premium	Face	Signature (or Initials)	Amount given to me directly	(a)
Credit Life			I want credit life insurance	Amount paid on my account	(b)
Credit Disability			I want credit disability insurance	TO JERER	\$ 500.00 (c)
Joint Credit Life			I want joint credit life insurance	Amount paid to others on my behalf	(d)
				To Insurance Companies	(e)
				To Public Officials	(f)
				ESCROWEE	\$ 49,410.00 (h)
				TITLE/RECORD FEES	\$ 90.00 (g)
				Prepaid Finance Charge	\$ 750.00 (i)
				AMOUNT FINANCED (a through h)	\$ 49,250.00 (j)
				Finance Charge (include prepaid)	\$ 2,343.75 (k)
				Total of Payments (l + k)	\$ 51,593.75 (l)

PROPERTY INSURANCE: I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.
SINGLE INTEREST INSURANCE: I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

SECURITY: To secure the payment of the note total (defined on the reverse side):
 (1) I acknowledge and agree that you have the right to set off this note against any obligation you have (now or hereafter) to pay money to me.
 (2) You may collect the proceeds (or rebates or unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.
 Security Agreement: If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement creates, shall be on the reverse side of this loan.
JUNIOR MORTGAGES ON PROPERTIES COMMONLY KNOWN AS 8 CARRIAGE LANE, LEMONT, ILLINOIS, AND 11102 FOSSUM DRIVE, PALOS HILLS, ILLINOIS

This collateral will be used for PERSONAL purpose. If checked, this is a purchase money loan. You may include the name of the seller on the check or draft for this loan.

SIGNATURES: I AGREE TO THE TERMS SET OUT ON THE FRONT AND BACK OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

Signature _____ (Optional) _____ For Lender
 Title _____

COSIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING.

Signature X Robert H. Hunter
 Signature X Marsha Hunter

OFFICIAL SEAL
 ROBERT H. HUNTER
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXPIRES JUNE 22, 1992

 Renee K. Scanlon

VARIABLE/SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT
 © 1981 BANKERS SYSTEMS, INC. 87 CLOUD, ANN. IL 60032 (342) FORM HDS VSR IL 6/16/86

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EXHIBIT "A"

INTEREST RATE, INTEREST RATE FLUCTUATION AND PENALTY INTEREST RATE PROVISIONS

The interest rate being charged on the Note will at all times be equal to the prime rate as quoted in The Wall Street Journal - Money Rates section, plus 2 % as said rate may fluctuate daily. If at any time The Wall Street Journal - Money Rates section quotes more than one prime rate and/or quotes a range of prime rates, the interest rate being charged on the Note will be equal to the highest prime rate then being quoted in The Wall Street Journal - Money Rates section, plus 2 %. In the event such prime rate fluctuates either up or down while any portion of the Note shall remain unpaid, the interest rate being charged on the Note shall be adjusted so that it shall at all times equal the highest prime rate then being quoted in The Wall Street Journal - Money Rates section, plus 2 % as said prime rate fluctuates daily.

If the prime rate as set forth above increases during the term of the Note, the Bank agrees that even though the interest rate being charged on the Note is equal to the prime rate plus 2 %, at no time during the term of this Note will the interest rate being charged exceed 19.9 % other than (a) upon default pursuant to the terms of the Note or the Trust Deed or other collateral documentation which secures it, or (b) after Demand/Maturity.

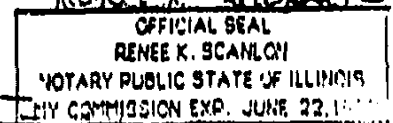
Upon default pursuant to the terms of the Note or the Trust Deed or other collateral documentation which secures it, or after Demand/Maturity the default interest rate being charged on the Note will be equal to the prime rate as quoted in The Wall Street Journal - Money Rates section, plus 6 % as said rate may fluctuate daily. If at any time The Wall Street Journal - Money Rates section quotes more than one prime rate and/or quotes a range of prime rates, the interest rate being charged on this Note during a period of default or after Demand/Maturity, will be equal to the highest prime rate then being quoted in The Wall Street Journal - Money Rates section plus 6 %. In the event such prime rate fluctuates either up or down during a period of default or after Demand/Maturity, the interest rate being charged on the Note shall be adjusted so that it shall at all times equal the highest prime rate then being quoted in The Wall Street Journal - Money Rates section plus 6 % as said prime rate fluctuates daily.

If at any time The Wall Street Journal - Money Rates 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.

DATE: MAY 8, 1989

X Robert H. Hunter
ROBERT H. HUNTER

X Marsha Hunter
MARSHA HUNTER



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