

**UNOFFICIAL COPY**  
**REVOLVING CREDIT LINE MORTGAGE**

THIS MORTGAGE is made this 5th day of June, 19 89, between the Mortgagor(s), John J. Poweziak and Elizabeth T. Poweziak, Husband and Wife (herein "Borrower(s)"), and Barclays American Financial, Inc., a North Carolina corporation, Mortgagee, with an address at 1750 E. Golf Rd., Schaumburg Illinois 60173 (herein "Lender").

89257508

IN CONSIDERATION of the indebtedness herein recited and the mortgage lien herein created:

DEPT-01 \$15.25  
T#3333 TRAN 0095 06/07/89 11:38:00  
#0328 # C # - 89 - 257508  
COOK COUNTY RECORDER

TO SECURE to Lender:

- (1) The repayment of all indebtedness (including interest) due and to become due under the terms and conditions of the Barclays Line Credit Agreement and Disclosure Statement made by Borrower and dated June 5, 19 89, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage even if the unpaid balance owed under the Credit Agreement has previously been reduced to zero. All such advances shall be secured by this Mortgage. The total outstanding principal balance owing at any one time under the Credit Agreement (not including interest thereon at a rate which will vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed \$12,000.00.

THE ABOVE SPACE FOR RECORDER'S USE ONLY

That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable ten (10) years from the date of this Mortgage on the 2nd day of June, 19 99 (Maturity Date).

- (2) Any advances in excess of the Maximum Principal Balance.
- (3) The payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with interest thereon at a variable rate. The Annual Percentage Rate and monthly periodic rate on the Borrower's Account will vary (increase or decrease) as a result of changes in the Prime Rate (described below), subject to a minimum ANNUAL PERCENTAGE RATE of 10% and a maximum ANNUAL PERCENTAGE RATE of 18%. If the initial Annual Percentage Rate is a Special Introductory Rate, the Annual Percentage Rate will increase on the first Adjustment Date if the Prime Rate used to determine the Annual Percentage Rate which takes effect on the first Adjustment Date is the same as the Special Introductory Rate and may increase even if the Prime Rate used to determine the Annual Percentage Rate which takes effect on the first Adjustment Date is less than the Special Introductory Rate.

The Annual Percentage Rate applicable to Borrower's Account will be adjusted two times each year with the adjustments being made semi-annually on the applicable Adjustment Date. "Adjustment Date" means the semi-annual anniversary dates of the date of the Credit Agreement. The monthly periodic rate after the first six billing cycles will be equal to 1/12th of the applicable Annual Percentage Rate.

For the purposes of this Mortgage, the applicable ANNUAL PERCENTAGE RATE for any given six month period after the first six billing cycles, will equal the Prime Rate as that rate is published in the "Money Rates" column of the Wall Street Journal (plus a margin of 3.00% per annum) as of the last business day of the second calendar month preceding the month which is either (a) the 6th calendar month from the date of this Mortgage (for the initial adjustment) or (b) the 6th calendar month from the previous Adjustment Date (for subsequent adjustments). If two or more "Prime Rates" are published for a given date in the Wall Street Journal, the highest of such rates will be used. "Calendar Month" is defined as any one of the months of the year enumerated in the calendar, such as January.

Increases in the Annual Percentage Rate will increase the Finance Charges Borrower pays Mortgagee and may increase the number of monthly payments required to repay Borrower's Account if Borrower does not elect to pay more than the required minimum payment shown on Borrower's monthly statement.

In the event that the index or alternate index ceases to exist, changes in the Annual Percentage Rate and the Monthly Periodic Rate following such discontinuance shall be based on a comparable interest rate index which is readily available to Borrower and verifiable by Borrower but is beyond Mortgagee's control. Mortgagee will give Borrower a notice of Mortgagee's choice of index and when such change becomes effective. Until Mortgagee gives Borrower notice of the way the new index will work, the latest rate determined by use of the discontinued index will remain in effect.

- (4) The performance of the covenants and agreements of Borrower herein contained:

NOW, THEREFORE, the Mortgagor(s) do hereby mortgage, and warrant to the Mortgagee, Mortgagee's successors and assigns, to secure the payment of all indebtedness (including interest) due and to become due under the terms and conditions of the Credit Agreement and this Mortgage as described herein, the following described real estate, situated in the County of Cook, State of Illinois hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State, together with all rents, issues, and profits therefrom, to-wit:

LOTS 23 & 24 IN BLOCK 1 IN A SUBDIVISION OF BLOCK 9 IN BOEGER ESTATES ADDITION TO ROSELLE, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT PARCEL NUMBER: 07-34-319-001; 07-34-319-002

15-25

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Being the same property conveyed to Mortgagor(s) by deed dated \_\_\_\_\_, 19 \_\_\_\_\_, and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, in the office of the \_\_\_\_\_ County Court Clerk. The address of said property is 561 Seward (Street) Roselle (City), Illinois (State), 60172 (Zip Code) (herein "Property Address");

The Mortgagors further covenant that they are lawfully seized of the estate hereby conveyed, that they have full right and power to convey the same, and it is free of all liens or other encumbrances except: Lien in favor of Firemans Fund Mortgage Corporation

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Property of Cook County Clerk's Office

RELEASE OF MORTGAGE

THIS CERTIFIES, that the annexed Mortgage to \_\_\_\_\_

which is recorded in the office of the Recorder of \_\_\_\_\_ County,

\_\_\_\_\_ in Mortgage Record \_\_\_\_\_ page \_\_\_\_\_, has been fully paid and satisfied and the same is hereby released.

Witness the hand and seal of said mortgage, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

By: \_\_\_\_\_

\_\_\_\_\_  
(Seal)

STATE OF \_\_\_\_\_, County, ss: \_\_\_\_\_

Before me, the undersigned, a Notary Public in and for said county, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, came \_\_\_\_\_, who signed, swore to, and acknowledged the execution of the annexed release of mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires \_\_\_\_\_  
Notary Public \_\_\_\_\_

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14. **Prior Mortgage or Deed of Trust; Modification; Future Advance.** Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Mortgage by which that mortgage, deed of trust or other security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. **Waiver of Statutes of Limitation.** Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Mortgage.

16. **Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

17. **Notice of Transfer of the Property; Advances after Transfer.** Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any such sale or transfer of all or part of the Property or any rights in the Property shall be subject to Lender's rights enumerated in paragraph 18 and other applicable provisions of this Mortgage and the Credit Agreement. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

All amounts advanced under the Credit Agreement, up to the Maximum Principal Balance, are secured by this Mortgage, whether advanced before or after sale or transfer of the Property, except any amounts which may be advanced by Lender more than five days after notice to Lender, given in accordance with paragraph 12 hereof, that such sale or transfer has occurred. Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee, unless prohibited by applicable law. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

18. **Transfer of the Property.** Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property or a beneficial interest in the Borrower, if the Borrower is not a natural person or persons excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 19 hereof.

19. **Acceleration; Remedies.** Except as provided in paragraph 18 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, the Credit Agreement, or Borrower's breach of any covenant or provisions of any prior mortgage or deed of trust, including the covenants to pay when due any sums secured by this Mortgage, 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 its Mortgage by judicial proceeding and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Mortgage, including, but not limited to, reasonable attorneys' fees, to the extent permitted by applicable law together with interest thereon at the same rate as all other sums secured by this Mortgage.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder and subject to applicable law, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 19 and other applicable provisions of this Mortgage or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under this Mortgage or abandonment of the Property, Lender, its person, by agent or by judicially appointed receiver, shall be entitled 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 Lender or the receiver shall be applied first to payment of the cost of management of the Property and collection of the rents, including, but not limited to, receiver's fees, premiums or receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Release.** This Mortgage secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When Borrower (1) has paid all sums secured by this Mortgage and (2) has requested that the revolving line of credit be canceled, Lender shall release this Mortgage.

22. **Time of Essence.** Time is of the essence of each covenant of this Mortgage.

IN TESTIMONY WHEREOF, witness the signatures of the Mortgagors this 5th day of June, 19 89

Anne C. Baxter (SEAL)

John J. Poweziak (SEAL)

Richard Landreman (SEAL)

Elizabeth T. Poweziak (SEAL)

STATE OF ILLINOIS, }  
County of Cook } SS. I, Richard Landreman  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John J. Poweziak and Elizabeth T. Poweziak, Husband and Wife

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of June, 19 89

Richard Landreman Notary Public



Notarial Seal



This instrument was prepared by:

Richard Landreman 1750 E. Golf Rd. Schaumburg, Illinois 60173  
(Type or print name and address)

Richard Landreman  
(Signature of person preparing instrument)

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, 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 the estate hereby conveyed and has the right to 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.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all interest and applicable other charges and collection costs as provided in the Credit Agreement.
2. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and interest are payable under the Credit Agreement, until all sums secured by this Mortgage are 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 be payable over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, 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 pay to Lender any amount of the Funds not sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, except 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 is insufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount of the Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.
3. Application of Payments. This is applicable law provides otherwise, all payments received by Lender under the Credit Agreement 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, second, in the order Lender chooses to any interest, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.
4. Prior Mortgages and 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, except to the extent that any such charges or impositions are to be made to Lender under paragraph 2. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may be obtained by Lender, together with all amounts due under this paragraph have been paid within five days after any demand by Lender. Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid.
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. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than the maximum Principal Balance plus the full amount of any lien which has priority over this Mortgage.
6. 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 policy 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.
7. 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. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Mortgage, subject to the term of any mortgage, deed of trust or security agreement with a lien which has priority over this Mortgage. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds shall be applied to restore or repair the Property, and, if economically feasible to do so.
8. 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.
9. 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 governing the planned unit development, and constituent documents.
10. 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. Any amounts disbursed by Lender pursuant to this paragraph 10, with interest thereon, at the rate provided in the Credit Agreement, shall become additional independent obligations of Borrower secured by this Mortgage to the extent permitted by applicable law. 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 10 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph 10 shall not cure any defect in this Mortgage or any prior lien, to the extent of any payment by Lender to such lienor.
11. 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.
12. 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, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
13. 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 successor 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.
14. 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 18 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Credit Agreement, is co-signing to this Mortgage only to grant and convey the Property interest in the Property under the terms of this Mortgage, and (c) agrees that Lender to the extent of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage as to that this Mortgage or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
15. 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 mailing such notice by certified mail addressed to Borrower at the address stated herein 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 at the address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein, unless otherwise provided by applicable law.
16. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws 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 of this Mortgage or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Credit Agreement 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.

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**BARCLAYSLINE CREDIT AGREEMENT AND DISCLOSURE STATEMENT**  
**AND**  
**REVOLVING CREDIT LINE MORTGAGE ADDENDUM AND RIDER**

This Addendum and Rider is made this 5th day of June, 19 89, and is incorporated into and shall be deemed to amend and supplement the BarclaysLine Credit Agreement and Disclosure Statement and Revolving Credit Line Mortgage of the same date given by the undersigned (the "Borrowers") to secure Borrowers' BarclaysLine Credit Agreement and Disclosure Statement to BarclaysAmerican Financial, Inc. (the "Lender") and covering the property described in the Revolving Credit Line Mortgage.

In addition to the covenants and agreements made in the BarclaysLine Credit Agreement and Disclosure Statement and Revolving Credit Line Mortgage, Borrower and Lender further covenant and agree as follows:

1. The Revolving Credit Line Mortgage secures a revolving loan made pursuant to the provisions of Chapter 17, Section 6405 of the Illinois Revised Statutes.
2. The Revolving Credit Line Mortgage secures future advances under the revolving line of credit established by the BarclaysLine Credit Agreement and Disclosure Statement and that all future advances are intended to, and shall have priority from the date the Revolving Credit Line Mortgage is recorded.
3. Any advances made under the terms and provisions of the BarclaysLine Credit Agreement and Disclosure Statement and Revolving Credit Line Mortgage must be made within ten (10) years from the date the BarclaysLine Credit Agreement and Disclosure Statement and Revolving Credit Line Mortgage were executed.

In testimony whereof, witness the signatures of the Borrowers (mortgagors) this 5th day of June, 19 89.

Richard Landreman (SEAL)  
(WITNESS)  
Alice C. Baxter (SEAL)  
(WITNESS)

John J. Poweziak (SEAL)  
(BORROWER)  
Elizabeth T. Poweziak (SEAL)  
(BORROWER)

STATE OF ILLINOIS

COUNTY OF Cook

I, Richard Landreman, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John J. and Elizabeth T. Poweziak who are personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of June, 19 89.



Richard Landreman  
Notary Public  
My Commission Expires: 10/03/92

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ADDENDUM DATED June 5th, 19 89

TO

## BARCLAYSLINE™ CREDIT AGREEMENT AND DISCLOSURE STATEMENT

The purpose of this Addendum is to further clarify the circumstances under which the Annual Percentage Rate and monthly periodic rate provided for in the Credit Agreement will vary (increase or decrease). This Addendum and the attached Credit Agreement constitute the contract between Borrower (referred to as "I", "me" or "my") and Lender (referred to as "you", "your", and "yours").

**Variable Rate.** The Annual Percentage Rate and monthly periodic rate on my Account will vary (increase or decrease) as a result of changes in the Prime Rate as described in the Credit Agreement. The Annual Percentage Rate will increase if the Prime Rate increases and decrease if the Prime Rate decreases; however, since the Annual Percentage Rate after the first six billing cycles will be equal to the Prime Rate as of the applicable date set forth in my Credit Agreement plus the margin specified in the Agreement, I understand that, if my initial Annual Percentage Rate is a Special Introductory Rate, my Annual Percentage Rate will increase on the first Adjustment Date if the Prime Rate used to determine the Annual Percentage Rate which takes effect on the first Adjustment Date is the same as the Special Introductory Rate and may increase even if the Prime Rate used to determine the Annual Percentage Rate which takes effect on the first Adjustment Date is less than the Special Introductory Rate.

By signing below, I acknowledge receipt of a completed copy of this Addendum and of the Credit Agreement. I also agree that the terms of this Addendum and the Credit Agreement constitute the contract between me and you.

Witness (All Signatures):

Richard Lendeman (SEAL)

Alice G. Baxter (SEAL)

BARCLAYSAMERICAN/ Financial, Inc.  
\_\_\_\_\_, INC.

By: Richard Lendeman (SEAL)  
Manager

[Signature] (SEAL)  
Borrower

John J. Poweziak  
Typed Name of Borrower

[Signature] (SEAL)  
Borrower

Elizabeth T. Poweziak  
Typed Name of Borrower

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