Account No. 1 - 8300 NOFFICAL CORRECTION No. 160584
Title No.
Trips document

WHEN RECORDED MAIL TO:

United Air Lines Employees' Credit Union P.O. Box 66100
Chicago, IL 60666

2d Mori.

Replayers by:

2d Mori.

Illinois

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OPEN-END MORTGAGE

THIS MORTGAGE, ("Security Instrument"), is made February 15, 1990, between PAUL L. AND MARIANNE M. DOMINO, HUSBAND AND WIFE herein called Borrower, whose address is 748 SCHOONER LANE, ELK GROVE, IL 60007, and UNITED AIR LINES EMPLOYEES' CREDIT UNION, herein called Lender, whose address is P.O. Box 66100, Chicago, Illinois, 60666.

In order to secure the debts as described below, Borrower, intending to be legally bound hereby, does hereby grant and convey to Lender and Lender's successors and assigns the following property located in COOK County, Illinois described as:

LOT 119 IN STAPES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL PERIODIAN, IN COOK COUNTY, ILLINOIS. PIN # 07-35-208-013-0000 C/K/A 748 CHOONER LANE ELK GROVE IL 60007.

TO HAVE AND TO JOLD this property unto the Lender and the Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gravights and profits, water rights and stock and all fixtures now or hereafter a part of this property. All replacement and additions also shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully selsed 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 that are listed in the property report obtained by Lender, (collectively, "Permitted Encumbrances"); it being understood and agreed, however, that the recital thereof no encountried as a revival of any encumbrance which for any reason may have expired. Borrower warrance will defend generally the title to the Property against all claims and demands, subject only to the Permitted Encumbrances.

THIS SECURITY INSTRUMENT IS MADE TO SECURE TO THE LENDER THE FOLLOWING DEBTS AND OBLIGATIONS:

- (1) Performance of each agreement of Borrower incorperated by reference or contained herein, and
- (2) Payment of the indebtedness due and to become due of the terms, and conditions under a consumer revolving loan agreement entitled "United Air Lines Lamployees' Credit Union Home Equity Secured Open-End Variable Rate Note and Truth-In-Lending Disclosure Statement" (herein "the Note") dated the same date as this Security Instrument, and all modifications, extensions, renewals, and constatements thereof. The Note contemplates a series of advances, of a revolving nature, to be made, repaid, and remaile, from time to time, under the terms of the Note with all such advances to be secured by this Security Instrument to the same extent as if such future advances were made on the date of execution of this mortgage. The total outstanding principal balance owing at any time under the Note shall not exceed \$25,000.00 which sum is referred to in the Note as the "Credit Limit". The outstanding principal balance does not include the finance charges, or other cost, which may accure under the Note. The entire indebtedness under the Note, if not paid sooner, is due and payable on Felluary 1, 2000
- (3) The Note provides for an initial interest rate of 11,50 %. The Note provides for changes in the interest rate, as follows:
 - A. Variable Rate.

The Annual Percentage Rate and the corresponding daily periodic rate may increase or decrease when the value of the Index changes or when my method of making payments changes. The Annual Percentage Rate includes only interest and not other charges.

B. Change Dates.

The Annual Percentage Rate may change on the first day of each month beginning April 1, 1990. Each date on which the Annual Percentage Rate could change is called a "Change Date". The new Annual Percentage Rate will become effective on each Change Date and will apply to my unpaid principal balance until the rate is again changed.

C. The Index.

The Index is the highest Prime Rate as reported in the Money Rates Section of The Wall Street Journal. The Current Index for any month is the index value that appears in the first issue of The Wall Street Journal published in the preceding month. If the Index becomes unavailable you may choose a new index and adjust the Margin in accordance with federal law. My Annual Percentage Rate will not change at the time of the substitution or adjustment merely due to the substitution of indices or the adjustment in the Margin. You will notify me of any substitution or adjustment.

COOK COUNTY, ILLINOIS

1990 HAR 15 PHAR 19: 58

90115627

9011562

Coot County Clert's Office

D. Calculation of Charge OFF C9 A L COP2Y7

On each Change Date you will add 200 basis points (2.00 percentage points, called the "Margin") to the Current Index. If this sum is not an even quarter of percent, it will be rounded down to the nearest one-quarter of one percent. If I am participating in the payroll deduction plan or have agreed to permit preauthorized transfers from my Share Account and there is a sufficient balance in my Share Account, you will reduce this amount by 25 basis points. The result will be my new Annual Percentage Rate, but will be subject to the limitations set forth in Subparagraph E. below.

E. Limits On Changes.

The Annual Percentage Rate will not increase above the maximum legally permissible rate. In addition, my ANNUAL PERCENTAGE RATE will not increase above 14% or below 8%. During any one calendar year my Annual Percentage Rate will not increase or decrease such that the Cash Payment Interest Rate increases or decreases more than one level as shown in the Payment Calculation Rate chart in the Note. My Cash Payment Interest Rate as of January 1 can increase during the year to the highest Cash Payment Interest Rate in the next highest level, but cannot go higher during the year. My Cash Payment Interest Rate as of January 1 can decrease during the year to the lowest Cash Payment Interest Rate in the next lowest level, but cannot go lower during the year. This restricts the change in my Annual Percentage Rate during any one calendar year to four percentage points.

F. Effect of Change.

An increase in the Annual Percentage Rate will result in higher payments, if my Cash Payment Interest Rate increases to the next level shown on the payment chart, or will result in a smaller portion of my payments going to repay principal, which will mean that my unpaid principal balance will be repaid slower. A decrease in my Annual Percentage Rate will result either in lower payments, if my Cash Payment Interest Rate decreases to a lower level shown on the payment chart, o will result in more of my payments going to repay principal, which will mean that my unpaid principal balance will be for its more rapidly.

DUE ON SALE PROVISION:

Borrower agrees that in the event of sale, transfer, conveyance, or alternation of the Property described herein or any part thereof, whether voluntary or involuntary, Lender shall have the right, at its option, to declare all sums immediately due and payable under the Note. No waiver of this right shall be effective unless in writing. Consent by the Lender to one such transaction shall not be a waiver of the right to require such consent to later transactions. Borrower agrees to notify Lender immediately if Borrower carries into an agreement to sell or transfer all or part of the Property described herein.

BORROWER AND LENDER COVINANT AND AGREE AS FOLLOWS:

- (1) Payments. Borrower shall promptly raw when due all payments on the Note and on all other obligations which this Security Instrument secures.
- (2) <u>Revolving Nature of Indebtedness.</u> According to the terms of the Note, the unpaid balance of the revolving line of credit secured by this Security Instrument may at certain times be zero. Notwithstanding this fact, the Lender may make additional advances under the terms of the Note to the Borrower. Therefore, the interest of the Lender in this Security Instrument will remain in full force and effect even thought om time to time there is a zero balance under the Note.
- (3) <u>Prior Security Instruments</u>; <u>Charges</u>; <u>Liens</u>. Borro ver shall perform all of Borrower's obligations under any mortgage, deed of trust, or other security instrument with a lier, that has priority over this Security Instrument, including Borrower's covenants to make payments when due.

Borrower shall pay at least 15 days before they are delinquent, an taxer, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instr. mont, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Schmitz Instrument, except a Permitted Encumbrance. If Lender determines that any part of the Property is subject to a firm which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien within 10 days of the giving of notice.

(4) 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 any othe "bazards for which Lendero requires insurance. This insurance shall be maintained in the amounts and for the periods that Lendero to applicable law. The carrier providing the insurance coverage shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and Lender's security is not lessened. If restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

- (5) Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage, or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the lease. If Borrower acquires fee thie to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- (6) Protection of Lender's Rights in the Property. If Borrower fulls to perform the covenants and agreements contained in this Security Instrument or there is a legal proceeding that may significantly affect Lender's rights in the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights

And the second of the second of

(a) The probability of the second state of

and the second of the second o

The entropy of the first of the second of th

and the second of the second o

Of County Clork's Office distribution of the second of

And the second of the second of

en de la companya de la co La companya de la co

in the Property. For eample, tedder my my my my many secure by a ten which he priority ever this Security Instrument, appear in court, pny reasonable attorneys' less or enter on the Property to make repaired Although Lender may set under this section, Lender does not have to do so. If any amounts are disbursed by Lender under this section, Lender shall give notice to Borrower of such payment and such amounts shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the rate in effect under the Note and shall be payable, with interest, upon demand from Lender to Borrower.

- (7) Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. The proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.
- (8) 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to start proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- (9) Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Londer and Borrower, subject to the limitations on Borrower's ability to transfer the Property as explained in the Due on Sale Provision above. Borrower's covenants and agreement, shall be joint and several. Any Borrower who signs this Security Instrument but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations who regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- (10) Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class and rates applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's actions on Page 1 or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given as to Borrower or Lender when given as provided in this section.
- (11) Governing Law: Severability. "This Security instrument shall be governed by federal law and, to the extent not preempted by federal law, to the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the 1476 conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- (12) Foreclosure. Lender shall give notice to horrower prior to the beginning of an action to foreclose this Security Instrument following Borrower's breach of any coven and or agreement in this Security Instrument that is defined in the Note as a termination event. Any such notice that is given shall specify: (a) the default; (b) the action required to cure the default; (c) a date not less than 30 days from the date the notice is given to Borrower by which the default must be cured; (d) that failure to cure the default on or before the are specified in the notice may lead to foreclosure by judicial proceeding and sale of the Property. If the default is not cut of or or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this section including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- (13) Lender in Possession. Following the sending of a notice of default by Lender or abandonment of the Property by Borrower, Londer (in person, by agent or by judicially appointed receiver) snall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the "roperty and the collection of rents, including, but not limited to, receiver's fees, promiums on receiver's bonds and reas onable attorneys' fees, and then to the sums secured by this Security Instrument.
- (14) Release. At any time when all sums secured by this Security Instrument have been paid in full, Borrower may request Lender to terminate the Note and cancel this Security Instrument without charge to Burrower. Borrower shall pay any recordation costs.
 - (15) Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

90115627

Property of County Clerk's Office

BY SIGNING BELOW, But town recums and agrees white terms and two prime gontoined in this Security Instrument.

• • •	A RUL Day	,
· •	Paul L. Domino	(Scal) Borrower
, work	· · · · · · · · · · · · · · · · · · ·	, .
Markora	Marianne M. Domino	Borrower
State of Hilania)	Mar Lamie M. Domino	Ballowei
, au.	1	
County of UCDE.		
whe undersigned	, a Notary Public in and for	the said county and state certify
that and I Domino - Alceris	anne M. Domino, 4	the said county and state certify (RECOLOR OF CO) FRE personally known
to me to be the same person whose name 15	subscribed to the foregoing instru	
day in perso , and neknowledged that Will	signed and delivered the instrumer	111
		it an MCCC free and
voluntary net, for the uses and purposes therein set Given under by land and official seal this 27	forth.	0/)
Given under by hard and official sent this 2 1	day of 400-	19.70
Q ₁	Care M &	In milal.
	AND ADDRESS OF THE PROPERTY OF	ry Public
My commission expires:		
Con		
	**************************************	······································
	"OFFICIAL SI	io A
	Hotzey Public, State My Commission Expir	
	A CONTRACTOR OF THE PROPERTY O	08 08/28/93 3
	$^{\prime}$ Ox.	
	0.	
	-17	
		,
•		, (
		U _{Sc.}
•		
		ယ္

9011562

Property or County Clerk's Office