

UNOFFICIAL COPY

S. 9940590

Augustine J. Ponnezhan
Rosemani Ponnezhan f/k/a
Rosemani Augustine

3940 W. 189th Street
Flossmoor, Il. 60422

MORTGAGOR
I include each mortgagor above

This instrument was prepared by
Dolores M. Boryca
(Name)
2021 Spring Road, Oak Brook, Il. 60521
(Address)

OAK BROOK BANK
OAK BROOK, ILLINOIS 60527

MORTGAGEE
"You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE For value received, I, **Augustine J. Ponnezhan and Rosemani Ponnezhan f/k/a Rosemani Augustine, his wife** mortgage and warrant to you to secure the payment of the secured debt described below, on **September 19, 1991**, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS **3940 W. 189th Street** **Flossmoor, Illinois 60422**

LEGAL DESCRIPTION

Lot 1 in Ponnezhan's Consolidation of Lot 13 (except the North 37.5 feet of Lot 13) and Lot 14 together with the West 1/2 of the vacated alley East of and adjoining said Lot 13 (except the North 37.5 feet thereof) in Block 10 in Flossmoor Highland a Subdivision of the West 1/2 of the South West 1/4 of Section 2, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 31 02 306 013
31 02 306 014

1991 SEP 25 PM 12: 03

9149740

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

13⁰⁰

located in **Cook** County, Illinois.
TITLE: I covenant and warrant title to the property, except of encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and mortgage to **First Federal Savings & Loan Association of Lansing** dated **October 8, 1977** and recorded **October 13, 1977** in the amount of **\$50,000.00**

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

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

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

Revolving credit loan agreement dated **September 19, 1991** with initial annual interest rate of **9.00** %
All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on **September 19, 1996** if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of **Seventy Three Thousand and no/100** Dollars (\$ **73,000.00**), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance of the property, with interest on such disbursements.

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

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

SIGNATURES:

Augustine J. Ponnezhan
Augustine J. Ponnezhan

Rosemani Ponnezhan
Rosemani Ponnezhan f/k/a
Rosemani Augustine

ACKNOWLEDGMENT, STATE OF ILLINOIS

DuPage

County ss.

The foregoing instrument was acknowledged before me this **19th** day of **September**, 1991
by **Augustine J. Ponnezhan and Rosemani Ponnezhan, his wife**

Corporate or Partnership

of _____
a _____ on behalf of the corporation or partnership.

My commission expires _____

Dolores M. Boryca

91497405

Property of Missouri

- 1. **Payments:** I agree to make all payments on the second debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal, second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. **Claims against Title:** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would reduce the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against title to the property and supply labor or materials to improve or maintain the property.
- 3. **Insurance:** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the beneficiary of any insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the property or to the payment of any secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as the property is insured.
- 4. **Property:** I will keep the property in good condition and make all repairs reasonably necessary.
- 5. **Expenses:** I agree to pay all expenses, including reasonable attorney fees if I break any covenants in this mortgage or in any obligation assumed by this mortgage and I will pay these amounts to you as provided in Covenant 1.
- 6. **Default and Acceleration:** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
- 7. **Assignment of Rents and Profits:** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
- 8. **Waiver of Homestead:** I hereby waive all right of homestead exemption in the property.
- 9. **Leasehold, Condominium, Planned Unit Developments:** I agree to comply with the provisions of any lease if this mortgage is on a leasehold or any part of the number of units in a condominium or a planned unit development.
- 10. **Authority of Mortgagee to Perform for Mortgagor:** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may sign my name or pay any amount if necessary to protect your security interest in the property. This may include completing the construction.
- 11. **Inspection:** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
- 12. **Condemnation:** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. **Waiver:** By exercising any remedy available to you, you do not give up your right to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider it if it happens again.
- 14. **Joint and Several Liability; Co-signers, Successors and Assigns:** All duties under this mortgage are joint and several. If I co-sign this mortgage, I will not sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
- 15. **Notice:** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage or to any other address which you have designated.
- 16. **Transfer of the Property or a Beneficial Interest in the Mortgage:** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
- 17. **Release:** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

501497405

Augustine J. Ponzon
 Rosemani Ponzon
 Rosemani Augustine
 3940 W. 189th Street
 Flossmoor, IL 60422
 708-581-1111

OAK BROOK BANK
 702 SPRINGFIELD
 OAK BROOK, ILL. 60451-2021

Lender's Name and Address
 "We" or "us" means the lender named above

No.	Initial Advance \$	Maturity Date	September 19, 1996
Date	Minimum Advance \$	Billing Cycle Ends	25th
Trans. Acct #	Maximum Balance \$	of every	month
Line of Credit \$	Draw Period	Payment Date	15th
Triggering Balance \$	Repayment Period	of every	month

HOME EQUITY LINE OF CREDIT

GENERALLY: This is an agreement about your home equity line of credit. Many of the terms we use in this agreement have special meanings. The term "loan account balance" means the sum of the unpaid principal of loans made under this plan plus unpaid but earned finance charges, plus any credit insurance premiums that are due. "Transaction Account" means an account you carry with us. The number of this account is listed at the top of the form on the line labeled "Trans. Acct #". "Line of Credit" means the maximum amount of principal we will advance to you under this plan at any time. "Triggering Balance" is the amount you must keep in your transaction account to prevent us from closing your money under this plan. In addition, we will use the following terms for this home equity plan: "Initial Advance" means the amount of money we will require you to accept as an advance to open the plan. "Minimum Advance" means the smallest amount of money we will advance to you at your request. The "Maximum Balance" is the amount of principal of loans we will require you to maintain outstanding during the plan. If the principal balance outstanding falls below the minimum balance, you may have to pay a fee described below.

SECURITY: To secure the payment of what you owe, we have the right of set-off. This means we can pay the amount you owe us out of money that we are required to pay you (such as money in your savings or checking account). However, an earlier lien in this way money in your IRA or other tax-deferred retirement account. State law may further limit our right of set-off. However, we will have no right of set-off if you can obtain credit under this plan by using a debit or credit card. We have also secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument dated September 19, 1991) in the following property, described by item or type:

Junior mortgage on the property commonly known as 3940 W. 189th Street, Flossmoor, Ill., 60422 and held in the name of Augustine J. Ponzon and Rosemani Ponzon/Augustine, his wife

TAX DEDUCTIBILITY: You should consult a tax advisor regarding the deductibility of interest and charges under this home equity plan.

REQUESTING A LOAN: You request a loan under this plan whenever you:

- write a check or at least the minimum advance listed above using one of the special checks you have for that purpose.

HOW THE LOAN IS ADVANCED: When you request a loan, we will, subject to any limitations contained in this agreement, advance exactly the amount you request, so long as you request at least the minimum advance listed above. We will advance the money directly to you, by depositing a check or cash into the account as a loan at your request. We will require you to accept the amount as a loan at your request. If your request is for less than the minimum advance, we may at our option grant the request. However, if your request does not meet an amount we will be required to grant requests for less than the minimum advance in the future. We always have the option to deny any such request.

However, we will not deny a request for a loan when it would cause the unpaid principal of loans under this plan to be greater than the Line of Credit listed above. We may at our option grant such a request without obligating ourselves to do so in the future.

HOW FINANCE CHARGES ARE COMPUTED: Finance charges begin to accrue immediately when we make a loan to you. To begin the finance charge, we will apply a periodic rate of finance charge to your billing cycle to the "average daily balance" of your loan account in the billing cycle. The "average daily balance" is computed as follows: If you have a loan account balance at the beginning of the billing cycle, we will add finance charges and credit insurance premiums (if any) that are due to you, we subtract the portion of any payments or credits received that do not apply to the repayment of your loan. A portion of each payment or credit is applied to finance charges and credit insurance premiums, if any. We will add any new loans made that day. This gives us the daily balance. If we will add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance".

The periodic rate of FINANCE CHARGE is 0.246575%, which is equal to an ANNUAL PERCENTAGE RATE of 9.00%. The annual percentage rate includes interest and not other costs.

VARIABLE RATE: The annual percentage rate may change, and will be a percentage point above the following "base rate": The base rate is printed on The Wall Street Journal on the first day of each month. The annual percentage rate may increase if this "base rate" increases. An increase will take effect on the first cycle date. An increase will result in an increase in the finance charge and it may have the effect of increasing your periodic minimum payment. The annual percentage rate will not increase more often than once a month. A decrease will have the opposite effect of an increase in the base rate.

If the base rate changes more frequently than the annual percentage rate, we will always use the base rate in effect on the day we adjust the annual percentage rate to determine the new annual percentage rate. In such a case, we will apply any changes in the base rate that occur between annual percentage rate adjustments. The "annual percentage rate" referred to in this section is the annual rate which corresponds to the periodic rate applied to the balance as described above. The corresponding ANNUAL PERCENTAGE RATE will never exceed 19.9%, and we will never exceed the highest allowable rate for the type of agreement as determined by applicable state or federal law.

HOW YOU REPAY YOUR LOANS: On or before each payment date, you agree to make a minimum payment. The minimum payment is the accrued finance charges and credit insurance premiums (if any) on the last day of the billing cycle. If you fail to make a payment, we may but are not required to, advance money to you to make the payment. All the terms of this agreement would apply to such a loan.

You can pay off all or any part of what you owe at any time. However, so long as you owe any amount, you must continue to make the minimum payment. The amounts you pay will first reduce the amount owed for any credit insurance, then will reduce the finance charges.

FINAL PAYMENT: On the maturity date listed above, you must pay any remaining loan account balance outstanding. The minimum payment will not reduce the principal that is outstanding on your loan. You will then be required to pay the remaining balance in a single lump-sum payment. We are not obligated to refinance your loan account balance at that time, but we will consider your request to do so. If you refinance this account at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain financing from us.

ADDITIONAL REPAYMENT TERMS: If your loan account balance on a payment date is less than the minimum payment amount, you must pay only the loan account balance. If you fail to make a payment, we may, but are not required to, advance money to you to make the payment. All the terms of this agreement would apply to such a loan. You can pay off all or part of what you owe at any time. However, so long as you owe any amount, you must continue to make your periodic minimum payment. The amounts you pay will first reduce the amount owed for credit insurance (if any), then will reduce the finance charges, and finally will reduce the amount of unpaid loan.

AUTOMATIC WITHDRAWAL: If checked, you authorize us to automatically withdraw your payment from your transaction account on each payment date. If your transaction account does not have enough money at it to make the minimum payment, we may, but are not required to, lend you money to make the payment. All the terms of this agreement will apply to such a loan. If your loan account balance is less than the minimum payment amount, we will withdraw only the amount necessary to reduce your loan account balance to zero.

If checked, collateral securing other loans you have with us may also secure loans under this agreement.

Filing fees \$ _____
 If this agreement is secured by real property, we agree to pay any expenses involved in releasing the security interest.
 You may buy property insurance from anyone you want who is acceptable to us. If you buy the insurance from or through us, your premium will be _____ n/a.

CHANGING THE TERMS OF THIS AGREEMENT: Generally, we may not change the terms of this agreement. However, we may change the terms in the following circumstances:
 - If this is a variable rate plan, we may change the value and margin of the original order described above becomes unavailable. Any new order will have a finance charge movement similar to the original, and together with a new margin, will produce a similar interest rate.
 - We may make changes that you have agreed to in writing.
 - We may make changes that are necessary to benefit you.
 - We may make changes to improve and terms of this agreement.

- In addition, we may make the following specific changes upon the occurrence of the events described:
- We will increase the ANNUAL PERCENTAGE RATE n/a % if you leave your position with us.
 - We will increase the margin n/a % if you leave your position with us.
 - We will increase the ANNUAL PERCENTAGE RATE n/a % if you fail to maintain a qualifying minimum balance of \$ n/a in a savings or money market account at our institution.
 - We will increase the margin n/a % if you fail to maintain a qualifying minimum balance of \$ n/a in a savings or money market account at our institution.
 - We will fail to make additional payments of credit (under your request) and the maximum annual percentage rate is reached.
 - If we change the terms of this agreement, we will mail notice of the change to you. When the change becomes effective, it will apply to all outstanding loan account balances, including amounts arising out of transactions occurring before the change.
 - If the change has the effect of increasing your interest rate or other charges, we will mail you notice at least 30 days before the effective date of the change. In such a case, the change will take effect only if you make a purchase or obtain a loan after the date specified in the notice. Otherwise, you may pay the outstanding loan account balance according to the terms of the plan without regard to the change.

- ADDITIONAL CHARGES:** You agree to pay the following additional charges:
- A late charge on any payment not paid within 10 days of the payment date of 5% of the payment or \$5.00, whichever is less.
 - A charge of \$10.00 for any advance made in an amount less than the minimum advance.
 - A fee of \$ 50.00 per year in order to participate in this plan. We will add this amount to your loan account balance on an annual basis.
 - Non-sufficient funds charge: A \$15.00 charge will be added for payments which are returned for non-sufficient funds.
 - Stop payment charge: A \$12.50 charge will be made for stop payment orders.
 - Over the limit charge: A \$15.00 charge for a withdrawal which is returned because it was in excess of the line.
 - Appraisal Fee \$ _____ Points
 - Appraisal \$ _____ Official Fees
 - Property Survey \$ _____ Title Search \$ _____
 - Credit Report Fees \$ _____ Title Insurance \$ _____
 - Documentation Fees \$ _____ Taxes \$ _____
 - Termination Fee \$ 50.00
 - (Other) Release recording fee \$ 20.00

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

NOTICE: See the reverse side for additional terms and for information about your rights in the event of a taking place.

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

Signature Augustine J. Ponzon
 Signature Rosemani Ponzon/Augustine
 Rosemani Ponzon/Augustine
 By - OAK BROOK BANK Adelena B. Berge

92197405

UNOFFICIAL COPY

Property of Cook County Clerk's Office