

# UNOFFICIAL COPY

Ronald L. Draghi  
Elizabeth A. Draghi  
11335 Monticello  
Westchester, IL. 60154

The above copy was prepared by  
(Name) Dolores M. Boryca  
(Address) 2021 Spring Road, Oak Brook, IL 60521

OAK BROOK BANK  
OAK BROOK, ILLINOIS 60577

### MORTGAGEE

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

"I" includes each mortgagor above.

**REAL ESTATE MORTGAGE** For value received, I, Ronald L. Draghi and Elizabeth A. Draghi, his wife, mortgage and warrant to you to secure the payment of the secured debt described below, on May 15, 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:** 11335 Monticello Westchester Illinois 60154  
(Street) (City) (Zip Code)

### LEGAL DESCRIPTION:

Lot 17 in Westchester Club, being a Subdivision in part of Section 30, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 15 30 202 017

1991 MAY 2 PM 1:20

91241015

AFTER HOURS SERVICE  
OAK BROOK BANK  
2021 SPRING ROAD  
OAK BROOK, IL 60577  
ATM LOAN OPERATIONS

14<sup>00</sup>

located in Cook County, Illinois.

**TITLE:** I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and Mortgage to Oak Brook Bank dated January 30, 1990 in the amount of \$225,000.00

**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 May 15, 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 May 15, 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: Forty Three Thousand Five Hundred and No/100 - - - - Dollars (\$ 43,500.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on 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:

*Ronald L. Draghi*  
Ronald L. Draghi

*Elizabeth A. Draghi*  
Elizabeth A. Draghi

**ACKNOWLEDGMENT:** STATE OF ILLINOIS, DuPage County ss: The foregoing instrument was acknowledged before me this 15th day of May, 1991 by Ronald L. Draghi and Elizabeth A. Draghi, his wife

Corporate or Partnership Acknowledgment

[ ] of [ ]

My commission expires (Date)

"OFFICIAL SEAL"  
DOLores M. BORYCA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11/1992

(Name of Corporation or Partnership) on behalf of the corporation or partnership.

*Dolores M. Boryca*  
Notary Public

BOX 333-

S.S.D.  
5-8934246

91241015

Property

1. **Payments:** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or from any other party shall be applied first to any amount 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 impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance:** I will keep the property insured under term insurance acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
4. **Property:** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses:** I agree to pay all your expenses, including reasonable attorney's fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
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 other 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 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. **Leaseholds; Condominiums; Planned Unit Developments:** I agree to 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, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
10. **Authority of Mortgagee to Perform for Mortgagee:** 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 do whatever is 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 the event a default if it happens again.
14. **Joint and Several Liability; Co-signors; Successors and Assigns:** All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-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 of the mortgage if the mortgage is not a natural person and a beneficial interest in the mortgage is sold or transferred. However, you may not demand 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.

51241015

Ronald L. Deaghi  
Elizabeth A. Deaghi  
1135 Monticello  
Monticello, IL 60154  
Borrower's Name and Address  
Borrower's Home and Address

OAK BROOK BANK  
201 S. WING ROAD  
OAK BROOK, ILL. 60451

Lender's Name and Address  
We'll let you know the lender's name and address

Date	May 15, 1991	Initial Advance \$		Maturity Date	May 15, 1996
Bank Acct #	333 101 910-3	Minimum Advance \$	500.00	Billing Cycle	End of month
Loan of Credit \$	43,500.00	Maximum Advance \$		of every	15th
Outstanding Balance \$		Draw Period		Payment Date	of every
		Repayment Period		of every	month

### HOME EQUITY LINE OF CREDIT

**GENERALLY:** This is an agreement to set your home equity line of credit. Many of the terms are explained in the agreement of your special mortgage. The loan account balance is the amount of the unpaid principal of loans made under this plan plus unpaid interest on those loans. You may use your credit line to finance purchases, that is, to use your credit line to pay for purchases of goods and services that you need for your home. Your credit line is not to be used for business purposes. The amount of principal you may advance is the amount of principal you may advance plus unpaid interest on that principal. The amount of principal you may advance is the amount of principal you may advance plus unpaid interest on that principal. The amount of principal you may advance is the amount of principal you may advance plus unpaid interest on that principal.

**TAX DEDUCTION:** You should consult a tax advisor regarding the deductibility of interest on loans made under this home equity plan.

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

**HOW THE LOAN IS ADJUSTED:** When you request a loan, we will adjust the loan account balance to reflect the amount of the loan. We will adjust the loan account balance to reflect the amount of the loan. We will adjust the loan account balance to reflect the amount of the loan.

**HOW FINANCE CHARGES ARE COMPUTED:** Finance charges begin to accrue immediately when you request a loan. We will compute the finance charges on the unpaid principal of your loan account for the entire term of the loan. The average daily balance of your loan account for the entire term of the loan is computed as follows: Total we'll add up all the unpaid principal of your loan account for the entire term of the loan. We'll divide that total by the number of days in the billing cycle. This gives us the "average daily balance".

The periodic rate of FINANCE CHANGE is **0.246575%** which is equal to an ANNUAL PERCENTAGE RATE of **9.00%**. The annual percentage rate includes interest and other costs.

**VARIABLE RATE:** The annual percentage rate may change and will be the following "base rate" plus a percentage point above the base rate. The annual percentage rate may increase if the "base rate" increases. An increase in the base rate will 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 described above.

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. Changes in the base rate will have the effect of increasing or decreasing the annual percentage rate. We will always use the base rate in effect on the day we adjust the annual percentage rate.

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. This corresponding ANNUAL PERCENTAGE RATE will never exceed **19.9%** and will never exceed the highest allowable rate for this 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 real insurance premiums of 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 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.

**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 entire balance on a single balloon 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.

**AUTOMATIC REPAYMENT TERMS:** If your loan account balance on a payment date is less than the minimum payment amount, you must pay only the loan amount to date. 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 home equity line account on each payment date. If your bank has a cash line, we have enough money 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.

**SECURITY:** To secure the payment of what you owe, we have the right to set off this money 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, we cannot use it in any way except as your IRA or other tax deferred investment account. State law may further limit our right to set off.

However, we will have the right to set off if you can obtain credit under this plan by using a debit or a credit card. We have also secured your obligations under this plan by taking a security interest (by way of a separate security agreement) in other investment (dated **May 15, 1991**) in the following property, described by name or type:

Junior mortgage on the property commonly known as 1135 Monticello, Monticello, IL, 60154, and held in the name of Ronald L. Deaghi and Elizabeth A. Deaghi, his wife

If checked, additional security 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 related to obtaining the security interest.

You may have property insurance. If you pay the insurance from a bank account, 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 of the following circumstances:

If this is a variable rate plan, we may change the index and margin of the original index described above becomes unavailable. Any new index will have a history of 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 retroactively benefit you.

We may make changes to recognize and honor the 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 make or make additional extensions of credit or reduce your credit limit if the current annual percentage rate is required.

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 already out of transaction or closed 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 this 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 a term of basis.

5%o payment charge. A \$12.50 charge will be made for 5%o payment orders.

Over the limit charge. A \$15.00 charge for any over limit which is obtained because it was in excess of the limit.

Application Fee \$ \_\_\_\_\_ Points

Appraisal \$ \_\_\_\_\_ Official Fees \$ \_\_\_\_\_

Property Survey \$ \_\_\_\_\_ Title Search \$ \_\_\_\_\_

Credit Report Fees \$ \_\_\_\_\_ Title Insurance \$ \_\_\_\_\_

Documentation Fees \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_

Termination Fee \$ 50.00

(Other) \_\_\_\_\_ \$ \_\_\_\_\_

**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 this 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 billing error.

**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 on today's date.

Signature Ronald L. Deaghi

Signature Elizabeth A. Deaghi

By Oak Brook Bank

Abraham W. Berger

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