

# UNOFFICIAL COPY

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered except for encumbrances of record as of the date hereof. Borrower covenants that Borrower warrants and will defend generally the title to the Property, against all claims and demands, subject to encumbrances of record as of the date hereof. Borrower covenants that Borrower will neither take nor permit any action to subdivide the Property or any part thereof.

FOR THE PURPOSE OF SECURING: The repayment to Lender of the revolving line of credit indebtedness evidenced by an EQUITY RESERVE ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT ("Agreement") of even date herewith, in the maximum principal sum of U.S. \$ 2500.00 or so much thereof as may be advanced and outstanding with interest thereon, providing for monthly payments in accordance with the terms thereof. This Mortgage is given to secure a "Revolving Credit" loan as defined in Illinois Revised Statutes, Chapter 17, Section 6405 and secures not only the indebtedness from the Mortgagor to the Mortgagee on the date hereof but all such future advances, whether such advances are obligatory or to be made at the option of the Mortgagor, or otherwise, as are made within fifteen years of the date of the Mortgage, to the same extent as if such future advances were made at the time of execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance secured at any one time shall not exceed twice the principal sum set forth above. The Agreement and this Mortgage are collectively referred to as the "Credit Documents". Any deficiency in the payment of any monthly payment when due and any failure to perform any obligation of Borrower contained in this Mortgage or the Agreement shall constitute an event of default as set forth below in paragraph "15. EVENTS OF DEFAULT".

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral oil and gas rights and profits, water, water rights, and water stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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";

which has the address of 15613 ARROYO DR, OAK FOREST, Illinois 60452 (herein "Property Address").

DEPT-01 RECORDING 49891 + C \* -92-430285  
143333 TRAN 7339 05/16/92 09:16:00  
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED 2-4-1976 AS DOCUMENT 92430285  
3380478, IN COOK COUNTY, ILLINOIS  
I.L.N. 28-17-301-016

92430285

Borrower, in consideration of the indebtedness herein mortgages, grants and conveys to the Lender the following described property located in the County of Cook, State of Illinois.

THIS MORTGAGE AND ASSIGNMENT OF RENTS (herein "Mortgage") is made this day of MAY 19, 1992, by and between, BERNARD F. DOCKAL, AND JOYCE DOCKAL, HIS WIFE (herein "Borrower"), and 1ST NATIONWIDE BANK, A Federal Savings Bank, whose address is 155 Main Street, San Francisco, California 94105, (herein "Lender").

NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE BY AN OWNER OF THE PROPERTY EVEN AFTER SUCH OWNER SELLS THE PROPERTY. YOUR LOAN WILL CONTAIN PROVISIONS FOR AN ADJUSTABLE INTEREST RATE.

**92430285**  
**MORTGAGE AND ASSIGNMENT OF RENTS**  
(Variable Interest Rate)  
(Revolving Line of Credit)

SPACE ABOVE THIS LINE FOR RECORDER'S USE DOC.020

92430285

1520 KENSINGTON ROAD  
OAK BROOK, IL 60521

ADDRESS

NAME Anne M. Scott

THIS INSTRUMENT WAS PREPARED BY

WHEN RECORDED MAIL TO

1ST NATIONWIDE BANK  
EQUITY RESERVE CENTER  
1520 KENSINGTON ROAD  
OAK BROOK, IL 60521

MAIL TO: [Handwritten signature]

\$2950 [Handwritten]

RE TITLE SERVICES

16-832-C



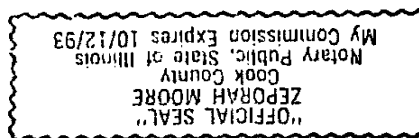


# UNOFFICIAL COPY

(IL-2/91)

EQUITY RESERVE

Property of Cook County Clerk's Office  
92430285



NOTARY SIGNATURE

*Zeporah Moore*

My Commission Expires:

Given under my hand and official seal, this 21st day of May, 19 92

WITNESS my hand and official seal.

Zeporah Moore Notary Public in and for said county and state, do hereby certify that Bernard F. Dockal & Joyce Dockal personally known to me to be the same person(s) whose name(s) are before me this day in person, and acknowledged that they subscribed to the foregoing instrument as their free voluntary act, for the uses and purposes therein set forth. signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

COUNTY OF Cook SS.

STATE OF ILLINOIS

BORROWER

\_\_\_\_\_

BORROWER BERNARD F. DOCKAL

*Bernard F. Dockal*

BORROWER

\_\_\_\_\_

BORROWER JOYCE DOCKAL

*Joyce Dockal*

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

sale or other foreclosure action.

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

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

BORROWER

BORROWER

BORROWER JOYCE DOCKAL

BORROWER BERNARD F. DOCKAL

92430285

IN WITNESS WHEREOF, Borrower has executed this Mortgage Rider.

Based upon the index in effect on the date this Agreement was prepared for signing, the current daily interest rate and the corresponding Annual Percentage Rate are as shown on the first page of this Agreement. These rates are subject to increase or decrease at the beginning of the next and subsequent billing cycles based on increases and/or decreases in the index.

3. Current Finance Charge Rate

Interest will continue to accrue until my credit line balance is paid in full. I understand that I may receive a final billing statement showing only the interest which accrued from the closing date of the previous statement to the date on which the Lender received my payment of my remaining principal balance.

2. How Average Daily Balance is Calculated

The Lender will calculate the Average Daily Balance by starting with the balance I owe at the beginning of each day in the billing period for that statement. The Lender will add any new loan advances and other charges and will subtract any payments and credits which are posted to my credit line during the day. The Lender subtracts all unpaid interest and late charges. This will result in the daily balance for the day. The Lender will then add together the daily balance for each of the days in the billing period and divide the total by the number of days in the billing period, which will result in my Average Daily Balance.

1. How Daily Interest Rate is Determined

To determine the daily interest rate for my credit line for each billing cycle before that billing cycle begins, the Lender will go through the following steps to get the "index" for the billing cycle and Steps 2 and 3 to get the daily interest rate for the cycle:

B. Periodic Finance Charges

Periodic Finance Charges, consisting of interest, will be charged on my credit line if there is an outstanding balance owing to the Lender on my credit line at the end of any day of the billing cycle. Interest will begin to accrue on the date a transaction is posted to my credit line. Interest will be calculated by applying the daily interest rate for that billing cycle to the average daily balance for that billing cycle and multiplying the result by the number of actual calendar days in the billing cycle (see "How Daily Interest Rate is Determined" and "How Average Daily Balance is Determined"). This daily interest rate is subject to increase or decrease on the first day of each billing cycle if there has been a change in the "index" (defined below). If the daily interest rate increases, my minimum monthly payment will also increase (see "Minimum Payment").

A. Initial Finance Charge

To open my credit line I will pay the Loan Origination Fee (Initial Finance Charge) shown above, which is a one-time non-refundable Finance Charge. This amount may be posted to my credit line. If I want to avoid interest charges on this amount, I will pay this amount in cash when I sign this Agreement.

FINANCE CHARGES

Finance Charges for my Credit Line. The "Initial Finance Charge" section and "Periodic Finance Charge" section, including its subsections "How Daily Interest Rate is Determined," "How Average Daily Balance is Determined," and "Current Finance Charge Rate" describe the Finance Charges payable in connection with my credit line and how they will be calculated.

28. INTEREST RATE AND PAYMENT ADJUSTMENTS

INTEREST RATE AND PAYMENT ADJUSTMENTS. Paragraph 28 is hereby added to the Mortgage. The Agreement secured by this Mortgage contains the following provisions:

This Mortgage Rider is attached to and made a part of a Mortgage dated MAY 19, 1992 given by the undersigned (the "Borrower") to secure Borrower's obligations to 1ST NATIONWIDE BANK, A Federal Savings Bank (the "Lender") under the Equity Reserve Account Agreement and Disclosure Statement (the "Agreement") of the same date and shall be deemed to amend and supplement said Mortgage.

1ST NATIONWIDE BANK

A Federal Savings Bank

DOC. 020

Property of