

92500344  
**UNOFFICIAL COPY**

**ROBERT C. RICHARDS**  
**ROSE ANN ELYSE RICHARDS**  
**670 MAC ARTHUR DRIVE**  
**BUFFALO GROVE, ILLINOIS 60089**  
**MORTGAGOR**  
\*I\* includes each mortgagor above.

**PAID TO:**  
This instrument was prepared by FMB., N. A.  
(Name) **P.O. BOX 686**  
(Address) **MUNDELEIN, ILLINOIS 60060**  
**FIRST MIDWEST BANK,**  
**NATIONAL ASSOCIATION**  
**214 W. WASHINGTON STREET**  
**WAUKEGAN, ILLINOIS 60085**  
**MORTGAGEE**  
\*You\* means the mortgagee, its successors and assigns.

**REAL ESTATE MORTGAGE:** For value received, I, **ROBERT C. RICHARDS and ROSE ANN ELYSE RICHARDS, HIS WIFE (J)**, mortgage and warrant to you to secure the payment of the secured debt described below, on **JUNE 25, 1992**, 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:** **670 MAC ARTHUR DRIVE**, **BUFFALO GROVE**, Illinois **60089**  
(Street) (City) (Zip Code)

**LEGAL DESCRIPTION:**

**LOT 22 IN ARLINGTON ADDITION TO BUFFALO GROVE, BEING A SUBDIVISION IN SECTIONS 4 AND 5, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**P.I.N. #03-05-412-013**

92500344

**DEPT-01 RECORDINGS \$25.00**  
**T07799 TRAN 7650 07/07/92 12:10:00**  
**#0246 # 4-72-500344**  
**COOK COUNTY RECORDER**

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

**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 **JUNE 25, 1992**, with initial annual interest rate of **7.50** % . 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 **JUNE 15, 1997** if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: **\*\*\*\*\*SIXTY-EIGHT THOUSAND AND NO/100\*\*\*\*\*** Dollars (\$ **68,000.00**), 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:**

X *Robert C. Richards*  
**ROBERT C. RICHARDS**

X *Rose Ann E. Richards*  
**ROSE ANN ELYSE RICHARDS**

**ACKNOWLEDGMENT:** STATE OF ILLINOIS, \_\_\_\_\_, County ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by **ROBERT C. RICHARDS and ROSE ANN ELYSE RICHARDS**

Corporate or Partnership Acknowledgment

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

**"OFFICIAL SEAL"**  
My commission expires \_\_\_\_\_  
(Seal) **KELLIE A. PERRAULT**  
**Notary Public, State of Illinois**  
My Commission Expires 7/13/93

*Kellie A. Perrault*  
(Notary Public)

**\$25.00 ILLINOIS**

Property of [Watermark]

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 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 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 terms 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. 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.

6. **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 attorney's 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.

7. **Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.

8. **Leasehold, Condominiums, Planned Unit Developments.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold, regulations of the condominium or a planned unit development.

9. **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 in a reasonable manner. You may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

10. **Your failure to perform will not prejudice your other rights under the law or this mortgage.** Any amount paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

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 rights 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-signers; Successors and Assigns Bound.** 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 for this 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. **The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.** Any notice shall be deemed to have been given to either of us when given in the manner related above.

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 if the mortgagor 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.

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UNOFFICIAL COPY

ROBERT C. RICHARDS  
ROSE ANN ELISE RICHARDS  
670 MAC ARTHUR DRIVE  
BUFFALO GROVE, ILLINOIS 60089

FIRST MIDWEST BANK  
NATIONAL ASSOCIATION  
214 W. WASHINGTON ST  
WAUKEGAN, IL 60085

Borrower's Name and Address  
"You" means each borrower above, jointly and severally

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

No. <u>0953401269</u>	Initial Advance \$ <u>300.00</u>	Maturity Date <u>JUNE 15, 1997</u>
Date <u>JUNE 25, 1992</u>	Minimum Advance \$ <u>300.00</u>	Billing Cycle Ends <u>on the last day</u>
Trans. Acct # <u>0953401269</u>	Minimum Balance \$ <u>00.00</u>	of every <u>month</u>
Line of Credit \$ <u>68,000.00</u>	Draw Period <u>UNTIL MATURITY</u>	Payment Date <u>the 15th day</u>
Triggering Balance \$ <u>00.00</u>	Repayment Period <u>AT MATURITY</u>	of every <u>month</u>

HOME EQUITY LINE OF CREDIT - VARIABLE RATE

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 ordinarily allow you to owe us under this plan at any time. "Triggering Balance" is the amount you must keep in your transaction account to prevent us from lending you 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 "Minimum 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. If any term of this agreement violates any law or for some other reason is not enforceable, that term will not be part of this agreement. This agreement is subject to the laws of the state where we are located.

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 for 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 the requested amount equals or exceeds the minimum advance listed above. We will make the advance by depositing the amount in your transaction account, by advancing the money directly to you, or by paying a designated third person or account, depending on how we agree to make the advance. We will record the amount as a loan in your loan account. If your request is for less than the minimum advance, we may, at our option, grant the request. However, granting the request does not mean 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 ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance 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.

- LIMITATIONS: The following additional limitations apply:
- During the draw period, you may not request advances totaling more than \$ 68,000.00 per DAY.
  - During the draw period, you will be limited to a total of UNLIMITED advances per DAY.
  - During the term of the plan, you may not request advances totaling more than \$ 68,000.00 per DAY.
  - During the term of the plan, you will be limited to a total of UNLIMITED advances per DAY.

HOW FINANCE CHARGES ARE COMPUTED: Finance charges begin to accrue immediately when we make a loan to you. To figure the finance charge for a billing cycle, we apply a daily periodic rate of finance charge to the "principal balance" of your loan account each day. To figure the "principal balance" for each day, we first take your loan account balance at the beginning of the day and subtract any unpaid finance charges and credit insurance premiums (if any) that are due. Next, we subtract the portion of any payments or credits received that day. We apply to the repayment of your loans. A portion of each payment you make is applied to finance charges and credit insurance premiums, if any. Then we add any new loans made that day. The final figure is the "principal balance".

The daily periodic rate of FINANCE CHARGE is 0.02054, which is equal to an ANNUAL PERCENTAGE RATE of 7.50%. The annual percentage rate includes interest and not other costs.

VARIABLE RATE: The annual percentage rate may change, and will be ONE PERCENT OVER the following "base rate": the prime rate as published in the money rates column of the Wall Street Journal. The annual percentage rate may increase if this "base rate" increases. An increase will take effect the first day of each month. 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 disclosed above.

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 ignore 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. This corresponding ANNUAL PERCENTAGE RATE will never exceed 20% and will never be less than 5%.

HOW YOU REPAY YOUR LOANS: You must pay the principal of your loans, plus finance charges and credit insurance premiums, in full on the 15th 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, and finally will reduce the amount of unpaid loans.

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 in a single lump-sum payment.

We will not be responsible for any loss of or damage to your property, but we will honor your request to do so. We will honor your request to do so, but we will not be responsible for any loss of or damage to your property, but we will honor your request to do so.

ADDITIONAL REPAYMENT TERMS: We will not be responsible for any loss of or damage to your property, but we will honor your request to do so.

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 loans.

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 in 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.

SECURITY: To secure the payments 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, we cannot use 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 a 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 JUNE 25, 1992) in the following property, described by item or type:

REAL ESTATE PROPERTY COMMONLY KNOWN AS:  
670 MAC ARTHUR DRIVE  
BUFFALO GROVE, ILLINOIS 60089

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

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.

CREDIT INSURANCE: Credit life insurance and credit disability insurance are not required to obtain credit. We will provide no coverage unless you sign and agree to pay the additional cost. The rates listed below are applied to your average daily principal balance to determine the premium you owe for one billing cycle.

	TYPE	RATE
You <input type="checkbox"/> do <input checked="" type="checkbox"/> do not want	single credit life	\$0.77/\$1000 mo
You <input type="checkbox"/> do <input checked="" type="checkbox"/> do not want	joint credit life	\$1.285/\$1000 mo
	X <u>RAC</u>	

ADDITIONAL CHARGES: You agree to pay the following additional charges:

- A late charge on any payment not paid within 15 days of the payment date of 5.00% of the payment or \$ N/A, whichever is less.
- A fee of \$ 20.00 per year in order to participate in this plan. We will add this amount to your loan account balance on an annual basis.
- An additional FIN/INCHARGE of \$ N/A for each advance we make to you or for the plan. This fee will be added to your loan account balance at the time we make the advance.
- Application Fee: \$ WAIVED Points: \$ WAIVED
- Appraisal Fee: \$ WAIVED Closing Fees: \$ WAIVED
- Credit Report Fee: \$ WAIVED Title Insurance: \$ WAIVED
- Escrow Fee: \$ WAIVED Transfer Tax: \$ WAIVED
- Documentation Fee: \$ WAIVED Trust Fee: \$ WAIVED
- Termination Fee: \$ WAIVED

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: Read the reverse side for information about the terms of this agreement and you must sign and pay a minimum payment under this agreement. You must sign that you received a completed copy of this agreement.

*Robert C. Richards*  
ROBERT C. RICHARDS  
*Rose Ann Elise Richards*  
ROSE ANN ELISE RICHARDS