

92956925

This Mortgage is made this November 18, 1992 by RONALD F ROSE AND LINDA K ROSE HUSBAND AND WIFE whose address is 74515 LINDEN S MIDLOTHIAN IL 60445 (the "Mortgagor") who mortgages and warrants to Champion Federal Savings and Loan Association, of Bloomington, Illinois (the "Mortgagee"), a wholly owned subsidiary of First of America Bank Corporation, land and property in MIDLOTHIAN COOK County, Illinois, described as:

LOT 2 IN BALEK'S COUNTRY CLUB SUBDIVISION BEING A SUBDIVISION OF LOT 7 IN CHARLES D. ETTINGER'S MIDLOTHIAN SUBDIVISION OF THE EAST 841.60 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9 AND THE SOUTH 25 FEET OF THE EAST 541.60 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM SAID TRACT, THE NORTH 14.80 FEET OF THE WEST 220.60 FEET OF THE EAST 270.80 FEET OF SAID LOT 7) IN COOK COUNTY, ILLINOIS.

JS-09-104-002-000

THIS PROPERTY INDEX NUMBER IS BEING PROVIDED AT THE CUSTOMER'S REQUEST. THE OFFICE OF THE RECORDER OF DEEDS DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ANY ERROR OR INACCURACY IN THE NUMBER. THE CUSTOMER ACCEPTS ALL RESPONSIBILITY FOR THE CORRECTNESS OF THIS PROPERTY INDEX NUMBER.

DEPT-91 RECORDINGS \$23.00 TR#0000 TRAN 4036 12/18/92 13:53:00 #4752 # *--92--954925 COOK COUNTY RECORDER

together with all buildings and fixtures on the property, whether hereafter placed or now on the property (the "Property") to secure performance hereof and payment of a revolving line of credit in the initial amount of Twenty Thousand and 00/100'S Dollars (\$20,000.00), provided by Mortgagee to RONALD F ROSE AND LINDA K ROSE under and subject to the Home Equity Line Agreement and Disclosure between Mortgagor and Mortgagee, and any later modification, amendment or supplement to that agreement as permitted by its terms, and any future indebtedness owing under the line of credit including future advances, which include but are not limited to additional amounts advanced in excess of the amount stated in this Mortgage resulting from an increase in the line of credit, but not including advances made by the Mortgagee in excess of the line of credit (the "Debt") with interest thereon and costs of collection, including attorneys fees.

Mortgagor promises and agrees:

- 1. That as of the date hereof there exists no other mortgages, encumbrances or liens in or against the Property other than as follows: 1ST MORTGAGE - CHAMPION FEDERAL FOR \$71,000.00
2. To keep the Property insured against fire, windstorm, flood, and such other hazards as Mortgagee may require, in an amount and manner with an insurer approved by Mortgagee and with the proceeds made payable in the policies to Mortgagee, and to deliver all policies to Mortgagee. Any insurance proceeds received by Mortgagee may be retained by it and may at any time or from time to time be applied by it on the Debt and shall constitute payment on the Debt only to the extent so applied.
3. To pay all taxes, assessments and water rates levied on the Property within the time prescribed by applicable law without incurring interest or penalties, and, upon request, to deliver the receipts therefor to Mortgagee, and to remove promptly any liens on the Property except (A) liens given to Mortgagee, and (B) liens specifically referred to in Paragraph 1 of this Mortgage.
4. To keep the Property in good repair.
5. The Debt secured by this Mortgage shall become due and payable without notice, at the option of the Mortgagee, if the Mortgagor shall convey, assign or transfer the Property by deed, and contract, or other instrument, or if the title thereto shall become vested in any other person or persons in any manner whatsoever.
6. The term "default" means (A) any and all of the events set forth in the first paragraph under the caption "Default and Remedies" in the Home Equity Line Agreement and Disclosure, (B) failure to perform any of Mortgagee's obligations under this Mortgage, and (C) failure to pay any of the Debt when due under the Home Equity Line Agreement and Disclosure or this Mortgage. The term "Mortgagee" includes Mortgagee's successors and assigns and the term "Mortgagor" includes and binds the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned. The obligations and lien of this Mortgage, if signed by two or more persons, shall be those of all and of any two or more jointly and of each severally. All remedies specified herein and in the Home Equity Line Agreement and Disclosure shall be cumulative and in addition to any other remedies provided by law.
7. To reimburse the Mortgagee for the cost of any title search and report made after any default and for all taxes and assessments levied on the Property and paid by Mortgagee.
8. If a default occurs, Mortgagee may, among other remedies, under the Home Equity Line Agreement and Disclosure, after giving any required notice to and allowing for any corresponding action to cure by Mortgagor, terminate the line of credit and require Mortgagor to pay the Debt in one payment or temporarily prohibit additional advances under the line of credit. Mortgagee may foreclose this Mortgage in the manner provided by applicable law.
9. That if Mortgagor defaults in the performance of any of the obligations imposed by this Mortgage, Mortgagee may perform the same and all sums paid by it therefor shall be due and payable by Mortgagor from the time of their payment by Mortgagee with interest thereon at the rate specified in the Home Equity Line Agreement and Disclosure, and such sums shall be secured by this Mortgage.

ALL BORROWERS MUST INITIAL

Handwritten initials: RFR, LKR

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MSHEL

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10. All right of homestead exemption in the Property is waived by Mortgagor.

11. That the Debt is subject to interest at a variable rate as provided in the Home Equity Line Agreement and Disclosure which, in part, provides as follows:

VARIABLE ANNUAL PERCENTAGE RATE. The FINANCE CHARGE will be calculated and assessed each month at the then applicable monthly periodic rate which is based on an ANNUAL PERCENTAGE RATE which will change upward or downward according to changes in the highest Wall Street Journal Prime Rate as published in The Wall Street Journal (the "Index Rate").

The ANNUAL PERCENTAGE RATE will be reviewed on the 15th day of March, June, September and December and if the Index Rate is different from what it was on the day of previous review, the ANNUAL PERCENTAGE RATE will be changed effective on the first day of the next billing cycle. The ANNUAL PERCENTAGE RATE will be determined by adding 2% to the Index Rate. In no instance shall the ANNUAL PERCENTAGE RATE exceed 18.0% nor be less than 6%. The new ANNUAL PERCENTAGE RATE will apply to any existing Account balance and to any new advances.

The current monthly periodic rate and ANNUAL PERCENTAGE RATE are shown at the beginning of this Agreement.

To obtain the monthly periodic rate shown on your statement, divide the ANNUAL PERCENTAGE RATE by 12.

An increase in the Index Rate will result in an increase in the ANNUAL PERCENTAGE RATE. It may also result in an increase in your minimum monthly payment and/or an increase in the number of payments required to pay the new balance.

The ANNUAL PERCENTAGE RATE described in this Agreement includes only interest and does not include other costs described in this Agreement.

In Witness Whereof, Mortgagor has signed this instrument the day and year first above written.
Signed and delivered in the presence of:

Ronald F. Rose
RONALD F ROSE

Linda K Rose
LINDA K ROSE

STATE OF ILLINOIS
COUNTY OF Will ss.

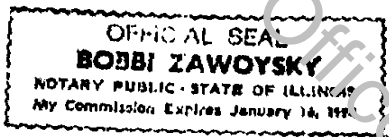
I, _____, Notary Public in and for said County and State, do hereby certify that
RONALD F ROSE AND LINDA K ROSE

who IS/ARE personally know to me to be the same person whose name IS/ARE
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE/SHE/THEY
signed, sealed and delivered the said instrument as HIS/HER/THEIR
free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
Given my hand and Notarial Seal November 10, 1992

[Signature]
NOTARY PUBLIC

DRAFTED BY AND RETURN TO:

c/o First of America Bank



CHAMPION FEDERAL SAVINGS AND LOAN
FAST TRACK LOAN DEPARTMENT
115 E. WASHINGTONS ST.
BLOOMINGTON, IL 61701

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