

UNOFFICIAL COPY

ROBERT J. ROCHE

JANICE M. ROCHE

1021 S. Vine

Park Ridge, IL 60068

MORTGAGOR

"I" includes each mortgagor above.

This instrument was prepared by
Notary Lynn Nickel/Wm. Hayette
(Address) 1400 W. 16th St. Oak Brook, IL
60522

OAK BROOK BANK
OAK BROOK, ILLINOIS 60522

MORTGAGEE

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

REAL ESTATE MORTGAGE: For value received, I, Robert J. Roche and Janice M. Roche, his wife, mortgage and warrant to you to secure the payment of the secured debt described below, on March 23, 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: 1021 S. Vine (Street) Park Ridge (City) Illinois 60068 (Zip Code)

LEGAL DESCRIPTION:

PP#09-35-420-001-0000

Lot 24 in Block 6 in Park Ridge Manor, being Arthur Dunas' Subdivision of the South 1/2 of the East 1/2 of the South East 1/4 of Section 35, Township 41 North, Range 12, and that part of the North East 1/4 of Section 2, Township 40 North, Range 12, lying North of the Center Line of Talcott Road, East of the Third Principal Meridian in Cook County, Illinois.

AFTER RECORDING RETURN TO:

OAK BROOK BANK
1400 W. 16th Street
Oak Brook, IL 60522
Attn: Loan Operations

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located in Cook County, Illinois.

TITLE: Covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and First Mortgage to Merrill Lynch Mtg Corp. dated 1/23/87 and recorded 1/28/87 in the original amount of \$85,000.00 as Document LR3587055.

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):

1)

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 March 23, 1992 with initial annual interest rate of 7.00%. 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 March 23, 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 Thirty Five Thousand Dollars and 00/100 Dollars (\$ 35,000.00) 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 Other

SIGNATURES:

Robert J. Roche
Robert J. Roche

Janice M. Roche
Janice M. Roche

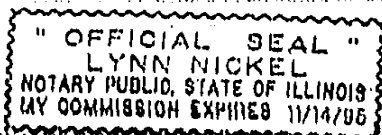
ACKNOWLEDGMENT: STATE OF ILLINOIS, DuPage County as:

The foregoing instrument was acknowledged before me this 23rd day of March, 1992 by Robert J. Roche and Janice M. Roche, his wife

Corporate or Partnership Acknowledgment

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

My commission expires: (Date) BOX 333



Signed
(Notary Public)

S. P 95 8214

92203535

1021 S. Vine
Park Ridge, IL 60068

OAK HILL HOME LENDING
OAK BROOK, ILLINOIS 60057

Table with 4 columns: No., Date, Trans. Acct #, Line of Credit \$, Ingoing Balance \$, Initial Advance \$, Minimum Advance \$, Minimum Balance \$, Draw Period, Repayment Period, Maturity Date, Billing Cycle, End of every, Payment Date, of every.

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 not in your "Transaction Account" means an account you carry with us. The number of this account is stated 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 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 advance to 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 it (see discussion below).

If any form of this agreement violates any law or for some other reason is not enforceable, this form 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 adviser 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 the agreement, advance to you the amount you request, so long as the requested amount equals or exceeds the minimum advance listed above. We will make an 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 you 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.

HOW FINANCE CHARGES ARE COMPUTED: Finance charges begin to accrue immediately when we make a loan to you. To figure the finance charge, we will apply a periodic rate of finance charge each billing cycle to the "average daily balance" of your loan account for the billing cycle. The "average daily balance" is computed as follows: First, we take the ending 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 which 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 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 .019178%, which is equal to an ANNUAL PERCENTAGE RATE of 7.00%. The annual percentage rate includes interest and not other costs.

VARIABLE RATE: The annual percentage rate may change, and will be 1/2 percentage point above the following "base rate." Prime rate as quoted in 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 described 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 of the finance charge described above. This corresponding ANNUAL PERCENTAGE RATE will never exceed 19.90%, 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 in the account 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 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 line. You will then be required to pay the entire balance in a single balloon payment. We are not obligated to terminate your loan account balance at any time, but you will consider your request to do so. If you terminate this account at maturity, you may have to pay some or all of the closing costs normally associated with a new loan.

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 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 as of the maturity date, we may, but are not required to, need 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 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 the 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 March 23, 1992) in the following property, described by item or type:

A Junior Mortgage on the property commonly known as 1021 S. Vine Park Ridge, IL and held in the names of Robert J. Roche and Janice M. Roche, his wife.

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

Filing fees \$ 0/100. 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 0/100.

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 index and margin if the original index described above becomes unavailable. Any new index will have a historical 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 unacceptably benefit you.
- We may make changes to insignificant 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 0/100% if you leave your position with us.
- We will increase the margin 0/100% if you leave your position with us.
- We will increase the ANNUAL PERCENTAGE RATE 0/100% if you fail to maintain a qualifying minimum balance of \$ 0/100 in a savings or money market account at our institution.
- We will increase the margin 0/100% if you fail to maintain a qualifying minimum balance of \$ 0/100 in a savings or money market account at our institution.
- We will refuse to make additional extensions of credit or reduce your credit limit if the maximum annual percentage rate is reached.

If we change any terms of this agreement, we will mail notice of the change to you. When this 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 payment 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 30 days of the payment date of 5% of the payment.
- 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.
- Stop payment charge: A \$12.50 charge will be made for stop payment orders.
- Over the limit charge: A \$15.00 charge for any check which is returned because it was in excess of the limit.

Table with 2 columns: Item, Amount. Application Fee, Appraisal, Property Survey, Credit Report Fee, Documentation Fee, Termination Fee, (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 fail to do so.

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 this agreement on the date:

Signature: Robert J. Roche
Signature: Janice M. Roche
Signature: Mrs. J. Roche

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