

UNOFFICIAL COPY

Ralph J. Mancini

This instrument was prepared by & mail to:  
 (Name) First National Bank of Lockport  
 (Address) 800 S. State, Lockport, IL 60441

Lila M. Mancini

FIRST NATIONAL BANK OF LOCKPORT  
 800 SOUTH STATE STREET  
 LOCKPORT, ILLINOIS 60441

3 Chestnut Court

MORTGAGEE:

Lemont, IL 60439

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

## MORTGAGOR

(s) includes each mortgagor above.

2782

**REAL ESTATE MORTGAGE:** For value received,  we, Ralph J. Mancini and Lila M. Mancini, his wife, mortgage and warrant to you to secure the payment of the secured debt described below, on January 7, 1994, 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:** 3 Chestnut, Lemont, Illinois 60439

(Street)

(City)

(Zip Code)

## LEGAL DESCRIPTION:

Lot 113 in Equestrian Estates Unit No. 8, a subdivision of part of the west 1/2 of the northwest 1/4 of Section 25, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 22-25-104-003-0000

a/k/a: 3 Chestnut Ct., Lemont, IL 60439

94063733

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.):

Note dated January 7, 1994 (Attached)

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 January 7, 1994, with initial annual interest rate of 6.5%. 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 January 7, 2001 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of:

Twenty five thousand and no/100----- Dollars (\$25,000.00), 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:

Ralph J. Mancini  
RALPH J. MANCINI

Lila M. Mancini  
LILA M. MANCINI

**ACKNOWLEDGMENT: STATE OF ILLINOIS.** Will

County ss:

The foregoing instrument was acknowledged before me this 7th day of January, 1994,  
by Ralph J. Mancini and Lila M. Mancini

(Title)

(Name of Corporation or Partnership)

on behalf of the corporation or partnership.

of  
a

My commission expires:

OFFICIAL SEAL

VIDA K. LIEPONIS  
CLERK OF THE PUBLIC RECORD, STATE OF ILLINOIS  
COMMISSION EXPIRES 3/26/98

ILLINOIS

(page 1 of 2)

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The Home Equity Note mentioned in this will  
mortgage has been held with regard to the date of this note.

Signature No. 42063733

94 JAN 20 AM 9:28  
FILED FOR RECORD  
COOK COUNTY, ILLINOIS

94063733

17. Release. When I have paid the secured debt, you will discharge this mortgage without charge. In this event, I agree to pay all costs to record this mortgage.

16. Transfer of the Property or a Beneficial Interest in the Mortgage. If at any time the property or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand payment of the mortgage or sold or transferred to me at the above address unless it is sold to a natural person and a beneficial interest in the mortgage is sold or transferred. However, you may not demand payment if the mortgage is sold or transferred to me at the above address if it is purchased by a federal law as of the date of this mortgage.

15. Notice. Unless otherwise required by law, any notice to me shall be given by mailing it by certified mail addressed to me at the address of any other party to this note which you have designated.

14. Joint and Several Liability; Co-signers; Successors and Assigns. All dues 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 recognize my interest in the property under the terms of this mortgage. I also agree that you and any party to this note may make any change in the terms of this mortgage. By signing this note, I agree that you do not waive your right to later consider the giving of a default if it happens again.

13. Waiver. By exercising any right available to you, you may sign to give me notice of your intent to exercise any remedy available to you, at the interest rate in effect on the date of this note.

12. Condemnation. I assign to you the proceeds of any award of claim for damages造成的 consequences of any part of the property. Such proceeds will be applied to the terms of any prior security agreement.

11. Inspection. You may enter the property to inspect it you give me notice beforehand. The notice must state the reasonable cause for your inspection.

10. Authority of Mortgagor to Retain. You from exercising any of your other rights under the law of this mortgage from the date of the payment 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 at the rate of the note.

9. Leaseholds; Co-dominiums; Planned Unit Developments. I agree to comply with the provisions of any lease of this mortgage is on a leasehold.

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

7. Assignment of Rents and Profits. I assign to you the rents and profits of the property in the manner provided by law.

6. Default and Acceleration. If I fail to make any payment when due or break any covenant under this mortgage, any prior mortgage or any obligee

5. Expenses. I agree to pay all your expenses, including reasonable attorney's fees, to defend under this mortgage or in any litigation

4. Property. I will keep the property in good condition and make all repairs reasonably necessary.

3. Insurance. I will supply labor or materials to improve or repair damage to the property or to the secured debt. You may require me to assign any subrogue rights, damages or deficiencies of the property or to the secured debt to any such insurance under terms acceptable to you at my expense.

2. Claims against Title. I will pay all taxes, assessments, liens and encumbrances on the property when due or before the restoration or repossession of the property or to the secured debt.

1. Payments. I agree to make all payments on the secured debt for any reason. I will not reduce the principal of the secured debt if any amount I owe on the secured debt is applied first to any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repossession of the property or to the secured debt.

Ralph J. Mancini  
Lila J. Mancini  
3 Chestnut Court  
Lemont, IL 60439

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

No. 2055000908

Date January 7, 1994

Trans. Acct #

Line of Credit \$ 25,000.00

Initial Advance \$ 600.00  
Minimum Advance \$ 500.00  
Minimum Balance \$ .00  
Draw Period .84 months (7 years)  
Repayment Period At maturity

FIRST NATIONAL BANK

100 S. STATE ST.

LOCKPORT, IL 60441

Lender's Name and Address

"We" or "us" means the lender named above

Maturity Date January 7, 2001  
Billing Cycle Ends 20th  day  
of every month  
Payment Date  the second day  
of every month

#### 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 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.

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.

**APPLICABLE LAW:** This Agreement and all transactions occurring under it are Illinois transactions and, except to the extent federal law is applicable, shall be governed by the construction in accordance with the laws of Illinois. Should any provision be deemed to be invalid, that provision shall be modified to conform to existing law. You agree to submit to the jurisdiction of Illinois Courts for the purpose of enforcing this Agreement and that this Agreement is binding upon you, your representatives, successors and assigns.

**TAX DEDUCTIBILITY:** You should consult a tax advisor regarding the deductibility of interest and charges under this home equity plan.

**REQUESTING A LOAN:** You may get a loan under this plan whenever you:

• write a check for at least one minimum advance. If not 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 many limitations contained in this agreement, advance exactly the amount you request, so long as the requested amount is not exceeds the maximum 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 advanced 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 at 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 for a billing cycle, we apply a daily periodic rate of finance charge to the "average daily balance" of your loan account for the billing cycle. We then multiply that figure by the number of days in the billing cycle. The average daily balance is computed as follows: First, we 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 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 any new loans made that day. This gives us the daily balance. 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 daily periodic rate of **FINANCE CHARGE** is .017808...% which

is equal to an **ANNUAL PERCENTAGE RATE** of 6.5....%. The annual percentage rate includes interest and not other costs.

**VARIABLE RATE:** The annual percentage rate may change, and will be .5% above the "base rate", on corporate loans at The First National Bank of Chicago. Information on the index may be obtained by calling First National Bank of Lockport at 815-838-2000 ext. 240. The annual percentage rate may increase if this base rate increases. An increase will take effect on the first day of the 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. Any annual percentage rate adjustment not implemented by an otherwise-otherwise of periodic, annual or lifetime rate cap, or because of a statutory limitation, may be carried over to subsequent rate adjustment periods and may be implemented to the extent not offset by opposite movement in the base rate. If this occurs, the annual percentage rate will relate to the base rate in the manner described above. When we have adjusted the annual percentage rate to take advantage of all increases or decreases in the base rate, the relationship between the base rate and the annual percentage rate will resume.

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 21% and will never exceed the highest allowable rate for the 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 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 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.

**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 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 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 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 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 January 7, 1994) in the following property, described by item or type.

**Real Estate located at:**  
3 Chestnut Court  
Lemont, IL 60439

**No prepayment penalty.**

If checked, collateral securing 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 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  R/A.

**HAZARD INSURANCE:** You agree to maintain property damage insurance on the real estate securing this account, in an amount at least as great as the sum of (1) your credit limit hereunder, and (2) the outstanding balance owed by you to your creditors and secured by a lien against the real estate herein that is part of First National Bank of Lockport's loan created by the Mortgage hereunder. Such insurance shall name us as a loss payee. The insurance may be obtained from any agent or company of your choice, subject to the terms of the Mortgage. If you fail to provide proof of the insurance to us, or if the insurance is not acceptable to us, we may obtain such insurance for your account and add the cost of the insurance to your account balance. Your insurance policy must also state that we will be notified before the policy can be cancelled. If we receive payment from an insurance company for a loss, we can use the money either to repay the amount that is owing to us or to repair the collateral. You understand and agree that no advances will be made or requested on this line of credit until we are furnished with proof of such insurance.

**SALE OF THE DWELLING – Credit Personal To You – Assumption.** Your home equity line account is personal to you and is not for the purpose of purchasing the dwelling mortgaged to secure this account.

You agree to notify us prior to any sale or transfer of the property or execution of an agreement to sell or transfer of the property which is Secured under this Agreement. You also agree not to create or allow to exist a mortgage, lien, security interest or other encumbrance against all or any part of the property given as security under this Agreement, without our prior written consent.

Your home equity line is not assumable; therefore, someone buying your dwelling will not be allowed to assume the remainder of any indebtedness incurred by you pursuant to the home equity line program.

The above indebtedness on your home equity line account (the loan account balance) may become immediately due and payable in full at our option upon the sale, conveyance or transfer of ownership of any real estate securing this account, or by sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the property and your right to further loans or advances may then be terminated. You may however request continuation of your line of credit, which we will then evaluate, if it may be necessary for you to pay off or reduce your loan account balance from the proceeds of the sale. It may also be necessary for you to provide us with new security before the mortgage can be released.

**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 unequivocally benefit you.
- We may make changes to insignificant terms of this agreement.

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 those arising out of transactions occurring before the change.

If this change has the effect of increasing your interest rate or other charges, we will mail you notice at least 60 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 the change.

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

Appraisal	\$ _____	Official Fees	\$ _____
Title Search	\$ _____	Title Insurance	\$ _____
Documentation Fees	\$ _____		
(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.

**FEDERAL DISCLOSURES AND BROCHURE:** You acknowledge that you received a copy of the *federal truth in lending disclosure* and a copy of the brochure prepared by the Federal Reserve Board (or similar brochure) describing home equity plans when you received an application from us for your home equity line of credit.

**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.

*Ralph J. Mancini*  
*Lila J. Mancini*  
Signature *Ralph J. Mancini*  
Signature *Lila J. Mancini*  
I, Ralph J. Mancini, do hereby declare and certify that I am the person whose signature appears above and that I have read the foregoing agreement and understand its contents.

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ADDITIONAL TERMS

- DEFAULT:** You will be in default on this agreement if any of the following occur:
- (1) You engage in fraud or material misrepresentation, by your actions or failure to act, in connection with any phase of this home equity line of credit;
  - (2) Subject to any right to cure you may have, you do not meet the repayment terms;
  - (3) Your action or inaction adversely affects the collateral or our rights in the collateral, including but not limited to: (a) failure to maintain required insurance on the dwelling; (b) your transfer of the property; (c) failure to maintain the property or use of it in a destructive manner; (d) commission of waste; (e) failure to pay taxes on the property or otherwise fail to act and thereby cause a lien to be filed against the property that is senior to our lien; (f) death; (g) the property is taken through eminent domain; (h) a judgment is filed against you and subjects you and the property to action that adversely affects our interest; or (i) a prior lien holder forecloses on the property and as a result, our interest is adversely affected.

**REMEDIES:** We may terminate your account, require you to pay the entire outstanding balance in one payment and charge you a termination fee (if provided for on the other side of this agreement), and fees related to the collection of the amount owing, if you are in default in any manner described above. In that instance, we may take other action short of termination, such as charging you a fee if you fail to maintain required property insurance and we purchase insurance. If we elect to terminate and accelerate the amounts owing on your account, we may use our right to set-off, unless prohibited.

Even if we choose not to use one of our remedies when you default, we do not forfeit our right to do so if you default again. If we do not use a remedy when you default, we can still consider your actions as a default in the future.

**SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT:** We may temporarily prohibit you from obtaining additional extensions of credit, or reduce your credit limit:

- (1) The value of the dwelling securing this home equity line of credit declines significantly below its appraised value for purposes of this line;
- (2) We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances;
- (3) You are in default of a material obligation of this agreement, which shall include, but is not limited to, your ongoing obligation to supply us with information we feel we need to assess your financial condition;
- (4) A governmental action prevents us from applying the annual percentage rate provided for in this agreement;
- (5) The action of a governmental body adversely affects our security interest to the extent that the value of the security interest is less than 120% of the home equity line;
- (6) The annual percentage rate corresponding to the periodic rate reaches the maximum rate allowed under this plan (if provided for on the other side of this agreement); or
- (7) A regulatory agency has notified us that continued advances would constitute an unsafe business practice.

In the event that we suspend your right to additional advances or reduce your credit line, we will send you notice of our decision at the address listed on the front of this agreement. (You should inform us of any change in your address.) If we have based our decision to suspend or reduce your credit privileges on an assessment of your financial condition or performance under this plan, and you believe that your situation has changed, you must request that we re-evaluate your situation, and reinstate your credit privileges.

**CREDIT INFORMATION:** You agree to supply us with whatever information we reasonably feel we need to decide whether to continue this plan. We agree to make requests for this information without undue frequency, and to give you reasonable time in which to supply the information.

You authorize us to make or have made any credit inquiries we feel are necessary. You also authorize the persons or agencies to whom we make these inquiries to supply us with the information we request.

## YOUR BILLING RIGHTS

### KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings, checking or other account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

#### Your Rights and Our Responsibilities

##### After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

94063733

RECEIVED  
IN THE OFFICE OF THE CLERK  
OF THE COUNTY OF ST. LUCIE  
FLORIDA  
4062  
*[Signature]*