

Return to: TCF National Bank
Consumer Lending Department
800 Burr Ridge Parkway
Burr Ridge, Illinois 60521

SPACE ABOVE RESERVED FOR RECORDING DATA

COMMANDCREDIT PLUS[®] MORTGAGE

**TCF NATIONAL BANK
ILLINOIS CONSUMER LENDING DEPARTMENT**

Account Number: 092-103
FILE# ACCOM

THIS MORTGAGE ("Mortgage") SECURES A REVOLVING LINE OF CREDIT UNDER WHICH ADVANCES, PAYMENTS, AND READVANCES MAY BE MADE FROM TIME TO TIME. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE AT ANY ONE TIME IS
ELEVEN THOUSAND AND NO/100 Dollars

(\$11,000.00). This Mortgage is made this 15TH day of MAY, 2001, by RICHARD M SEIFERT, DIVORCED AND NOT SINCE REMARRIED, whose address is 202 GOLFVIEW TERRACE, PALATINE, IL 60067 (the "Borrower"), who grants, conveys, mortgages and warrants to TCF National Bank, a national banking association, 800 Burr Ridge Parkway, Burr Ridge, Illinois 60521 (the "Lender"), land and property in COOK County, Illinois, described as:

PREPARED BY: KATHY B
555 BUTTERFIELD RD
LOMBARD IL 60148

SEE LEGAL ATTACHED

street address: 202 GOLFVIEW TERRACE, PALATINE, IL 60067

PIN # 0210405026
together with all buildings, improvements, and fixtures on the property, whether now on the property or added in the future, and all easements and other rights that pertain to the property (collectively the "Property"). This Mortgage secures performance and payment under the terms of the CommandCredit Plus[®] Home Equity Line of Credit Agreement and Disclosure Statement dated the same date as this Mortgage, subject to any amendment as permitted by its terms ("Agreement"). In addition to the indebtedness due under the Agreement, this Mortgage secures Protective Advances which may be in excess of the maximum principal amount stated above, with interest thereon (collectively "Debt") and the performance of all covenants and agreements of the Borrower contained herein. "Protective Advance" is defined as a payment made by Lender for performance of covenants of Borrower pertaining to insuring or preserving the Property upon Borrower's failure to perform. The interest rate under the Agreement is variable and can change daily, as described in the Agreement. The full Debt, if not paid earlier, is due and payable on 05/21/2016.

Borrower promises and agrees:

1. To keep the Property in good repair, and to comply with all laws and ordinances, which affect the Property.
2. To pay all taxes, assessments, and water bills levied on the Property and any other amounts which could become a Security Interest against the Property. "Security Interest" includes any lien, mortgage or other encumbrance.

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LEGAL DESCRIPTION:

PARCEL I:

THE EAST 31.92 FEET OF LOT 1 (AS MEASURED ALONG THE NORTH LINE THEREOF) IN GOLFVIEW COMMONS, A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL II:

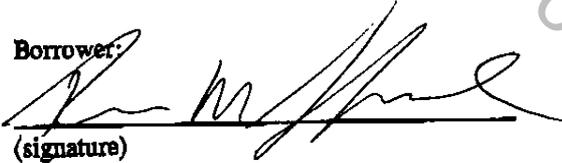
EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I AS SET FORTH IN THE DECLARATION OF EASEMENTS MADE BY GOLFVIEW COMMONS, LTD., AN ILLINOIS CORPORATION DATED JULY 01, 1977 AND RECORDED OCTOBER 07, 1977 AS DOCUMENT NUMBER 24139657, AND AS CREATED BY THE MORTGAGE DATED NOVEMBER 29, 1977 AND RECORDED DECEMBER 20, 1977 AS DOCUMENT NUMBER 24254040 MADE BY GOLFVIEW COMMONS, LTD., A CORPORATION OF ILLINOIS, TO IRVING FEDERAL SAVINGS AND LOAN ASSOCIATION, A CORPORATION OF THE UNITED STATES OF AMERICA FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

of Cook County Clerk's Office

- 9. That Borrower shall not assign or transfer the Property or any beneficial interest in the Property by deed, land contract, or other instruments in any manner whatsoever, without Lender's prior written consent.
- 10. That Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 11. That if the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charge is collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the outstanding Debt or by making a direct payment to Borrower.
- 12. That this Mortgage, and any actions arising out of this Mortgage, are governed by Illinois law to the extent not preempted by federal law. If any provision of this Mortgage is found to be unenforceable, all other provisions will remain in full force and effect. Lender's failure to exercise any right or remedy under this Mortgage will not waive Lender's rights in the future.
- 13. That upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

BY SIGNING BELOW, BORROWER HAS SIGNED AND DELIVERED THIS MORTGAGE AS OF THE DATE FIRST WRITTEN ABOVE, AND I HEREBY RELEASES AND WAIVES ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THIS STATE.

Borrower:


 (signature)

RICHARD M SEIFERT

(type or very clearly print name)

(signature)

(type or very clearly print name)

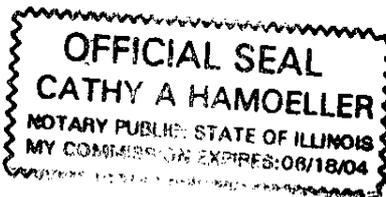
State of Illinois

County of COOK) ss.

The foregoing instrument was acknowledged before me this 15TH day of MAY, 2001, by RICHARD M SEIFERT, DIVORCED AND NOT SINCE REMARRIED


 Notary Public

County, My commission expires: 06/18/04



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

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this 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 sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

[Signature]

RICHARD M SEIFERT -Borrower

-Borrower

STATE OF ILLINOIS,

COOK County ss:

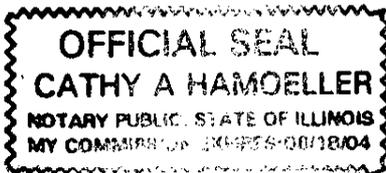
I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that personally known to me to be the same person(s) whose name(s) subscribed to the forgoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15TH day of MAY 2001

My Commission expires:

[Signature]

Notary public



92266 2/00

(Space Below This Line Reserved for Lender and Recorder)