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2007/05/21 14:05:59



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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: 092-075
FILE#70-01047752

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

FIVE THOUSAND AND NO/100 Dollars

(\$5,000.00). This Mortgage is made this 22ND day of MAY, 2001, by FRANK VUCIC, UNMARRIED

whose address is 1249 WINSLOWE DR #103, 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:

"FOR LEGAL SEE ATTACHED SHEET"

street address: 1249 WINSLOWE DR #103, PALATINE, IL 60067

PIN #02121001271038

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 05/29/2016.

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.

PREPARED BY R.WOOTEN, 555 E. BUTTERFIELD RD., LOMBARD, IL. 60148

3. To perform all obligations under any Security Interest on the Property. As of the date hereof, there exists no other Security Interest on the Property, other than as disclosed to Lender on the title search and report or other title evidence obtained by Lender prior to accepting this Mortgage, or on Borrower's loan application.
4. To keep the Property insured against fire, windstorm, flood, and such other hazards as Lender may require, in an amount and manner with companies acceptable to Lender, and with the proceeds made payable in the policies to Lender as mortgagee, and to deliver such proof of insurance as Lender may require. Lender will apply any insurance proceeds to pay the Debt, unless Lender agrees in writing that the proceeds can be used differently. If Lender uses the proceeds to reduce the Debt, Borrower will still have to make regular monthly payments until the Debt is satisfied. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's Agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's property ("Collateral"). This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes, or any claim that is made against Borrower in connection with the Collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by this Agreement. If Lender purchases insurance for the Collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own. Lender is not required to obtain the lowest cost insurance that might be available.
5. That if all or part of the Property is condemned or taken by eminent domain, Borrower directs the party condemning or taking the Property to pay all of the money to Lender. Lender will apply the money to pay the Debt, unless Lender agrees in writing that the proceeds can be used differently. If Lender uses the money to reduce the Debt, Borrower will still have to make regular monthly payments until the Debt is satisfied.
6. That if Borrower fails to perform any of Borrower's obligations under this Mortgage, Lender may pay for the performance of such obligations. Any amount so paid and the cost of any title search and report made after any Default, may be added to the Debt as a Protective Advance.
7. That the term "Default" means (a) Borrower's failure to comply with the terms of this Mortgage; or (b) Borrower's failure to comply with the terms of the Agreement such that Lender may terminate the Account as stated in the Agreement; or (c) Borrower's failure to comply with the terms of any Security Interest having priority over this Mortgage.

The term "Lender" includes Lender's successors and assigns, and the term "Borrower" includes and binds the Borrower's, heirs, personal and legal representatives, successors, and assigns. If this Mortgage is signed by two or more persons, the obligations and Security Interest granted by this Mortgage shall be cumulative and in addition to any other remedies provided by law. Each person that signs this Mortgage is responsible for keeping all of the promises made by Borrower. Lender may choose to enforce its rights against anyone signing this Mortgage or against all of them. However, if someone signed this Mortgage, but signed the Agreement as collateral owner only, then that person will not be required to pay any amount under the Agreement, but will have signed only to grant, convey, mortgage and warrant any rights that person has in the Property. Also, Borrower may agree to extend, modify, forbear, or make any accommodations with regard to the Note or Mortgage without such collateral owner's consent.

8. If Borrower is in default of any of the provisions of the Agreement or this Mortgage, then Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding and may avail itself of all other rights available under applicable law. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security (but not prior to acceleration under Section 9 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this section, including but not limited to, the amount of the Debt outstanding, the costs and charges of such sale, reasonable attorneys' fees and costs of title evidence. In the event of any foreclosure or other sale under this Mortgage by virtue of judicial proceedings, advertisement, or otherwise, the Property may be sold in one parcel and as an entirety, or in such parcels, manner, or order as the Lender in its sole discretion may elect.

- 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 HEREBY RELEASES AND WAIVES ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THIS STATE.

Borrower:

Frank Vucic
(signature)

FRANK VUCIC
(type or very clearly print name)

(signature)

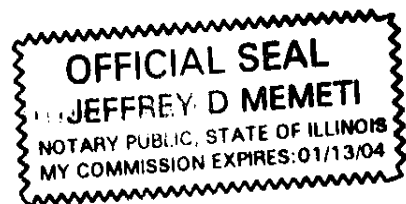
(type or very clearly print name)

State of Illinois
County of COOK) ss.

The foregoing instrument was acknowledged before me this 22ND day of MAY, 2001, by FRANK VUCIC, UNMARRIED

Jeffrey D Memeti
Notary Public
County,

My commission expires:



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**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.

x *Frank Vucic* -Borrower
FRANK VUCIC

_____ -Borrower

STATE OF ILLINOIS,

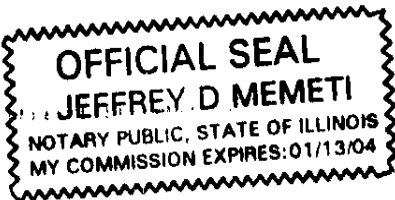
COOK County ss:

I, THE UNDER SIGNED, 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 22nd day of MAY, 2001.

My Commission expires:

Jeffrey D. Memeti
Notary public



92266 2/00

(Space Below This Line Reserved For Lender and Recorder)

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 22nd day of MAY, 2001, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1249 WINSLOWE DRIVE #103, PALATINE, IL. 60067

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

BEACON COVE CONDOMINIUMS

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lenders Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

X Frank Vucic (Seal)
FRANK VUCIC -Borrower

(Seal)
-Borrower

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PARCEL 1:
UNIT 1249-103 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN BEACON COVE CONDOMINIUM AS DELINEATED AND DEVISED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 97-124193, IN THE CLOVER RIDGE P.U.D., A PART OF PHASE 3 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, OVER A STRIP OF LAND 80.0 FEET IN WIDTH IN NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID STRIP BEING 40.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE MOST NORTHERLY CORNER (DESIGNATED AS THE "POINT OF BEGINNING" IN THE HEREINAFTER NAMED DOCUMENT) OF THE PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER LR 2507493 FILED JUNE 19, 1970 IN REGISTERS OFFICE OF COOK COUNTY, ILLINOIS; THENCE SOUTHWESTERLY 50.00 FEET ALONG A LINE DRAWN PERPENDICULARLY TO THE CENTER LINE OF SAND ROAD, AS ESTABLISHED ON JANUARY 1, 1925 TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTER LINE; THENCE CONTINUING SOUTHWESTERLY 250.00 FEET ALONG SAID PERPENDICULAR LINE TO A POINT OF CURVE; THENCE SOUTHWESTERLY 361.28 FEET ALONG THE ARC OF A CIRCLE OF 230.00 FEET RADIUS, CONVEY TO THE SOUTH, TO ITS POINT OF TANGENCY WITH A LINE DRAWN PERPENDICULARLY TO THE AFORESAID CENTER LINE OF SAND ROAD THROUGH A POINT 593.504 FEET (MEASURED ALONG SAID CENTER LINE OF SAND ROAD) NORTHWESTERLY OF THE HEREIN ABOVE DESCRIBED PLACE OF COMMENCEMENT; THENCE NORTHEASTERLY 250.00 FEET ALONG SAID PERPENDICULAR LINE TO THE TERMINAL POINT OF THE HEREIN DESCRIBED CENTER LINE. SAID TERMINUS BEING ON A LINE DRAWN 50.00 (MEASURED PERPENDICULARLY) SOUTHWESTERLY OF AND PARALLEL WITH SAID CENTER LINE OF SAND ROAD, IN COOK COUNTY, ILLINOIS, AS CREATED BY DECLARATION AND GRANT OF EASEMENT DATED DECEMBER 14, 1972, FILED DECEMBER 21, 1972 AS DOCUMENT NUMBER LR 2666783 IN COOK COUNTY, ILLINOIS.

PARCEL 3:
EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER OUT LOT "A" AS DESCRIBED AS FOLLOWS: THAT PART OF OUTLOT "A" IN CLOVER RIDGE P.U.D., AFORESAID DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT "A" THENCE NORTH 00 DEGREES 33 MINUTES 37 SECONDS WEST ALONG THE EAST LINE OF SAID OUTLOT "A" 156.00 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE SOUTH 89 DEGREES 26 MINUTES 23 SECONDS WEST, 86.00 FEET TO SOUTHEAST CORNER OF SAID LOT 5 THENCE NORTH 00 DEGREES 33 MINUTES 37 SECONDS WEST ALONG THE EAST LINE OF LOTS 4 AND 5 IN SAID CLOVER RIDGE P.U.D.

51.80 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 23 SECONDS EAST, 86.00 FEET TO THE EAST LINE OF SAID OUTLOT "A" THENCE SOUTH 00 DEGREES 33 MINUTES 37 SECONDS EAST ALONG THE EAST LINE OF SAID OUTLOT "A", 51.80 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.