2001-07-12 12:00:38

Cook County Recorder



Return to: TCF National Bank

Consumer Lending Department 800 But Hidge Parkway

Burt Ridge, Illinois 60521
SPACE ABOVE RESERVED FOR RECORDING DATA

**CONSUMER LOAN MORTGAGE** 

FILE# 70 01066076

TCF NATIONAL BANK ILLINOIS CONSUMER LENDING DEPARTMENT

Account Number: 092 - 169

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE IS ONE HUNDRED SEVENTEEN THOUSAND AND 10 100 Dollars (\$ \$117,000.00 This CONSUMER LOAN MORTGAGE ("Mortgage") is made this 22ND day of JUNE, 2001 SONDRA N CAMERON UN MARRIED whose address is 3000 BUTTONWOOD WALK, HAZEL CREST, V. 50429 (the "Borrower"), who grants, conveys, mortgages and warrants in 7CF National Bank, a national banking association, 800 Burr Ridge Parkway, Burr Ridge, Illinois 60521 (67 Lender"), land and property in COOK County, Illinois, described as:

LEGAL ATTACHED PREPARED COLLETTA P.

555 E BUTTERFIELD RD LOMBARD IL 60148

street address: 300 BUTTONWOOD WALK, HAZEL CREST, IL 60429

PIN # 2836107038 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 this Mortgage and Borrower's note date of the same date as this Mortgage in the principal amount of ONE HUNDRED SEVENTEEN THOUSAND AND NO/100

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ONE HUNDRED SEVENTEEN THOUSAND AND NO/100

[\$117,000.00], subject to any written amendments to the note agreed to by Lender and Borrower ("Note"). In addition to the indebtedness due under the Note, 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 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 full Debt, if not paid earlier, is due and payable on 07-13-2016

[You have the note agreed to by Lender and Borrower ("Note"). In addition to the interest rate under the Borrower's Note is variable and can change daily, as described in the Note.

Borrower promises and agrees:

1. To keep the Property in good repair, and to comply with all laws and ordinances, which effect the Property.

2. To pay all taxes, assessments, and water bills levied on the Property and any other amounts which would become a Security Interest against the Property. "Security Interest" includes any lien,

mortgage or other encumbrance.

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 were 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.



# UNOFFICIAL COPY 17539 Page 2 of 5

- 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 obtain on 50 rower'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. 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 indicial proceeding and may avail itself of all other rights available under applicable law. Lender swall give notice to Borrower prior to acceleration following Borrower's breach of any coverage or agreement in this Security Instrument (but not prior to acceleration under Section 9 vides 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 secority 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 asser 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 jurical proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remeries provided in this section, including but not limited to, the amount of the Debt outstanding, the wasts and charges of such sale, reasonable attorneys' fees and costs of title evidence. In the event of 2.19 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

8. That the term "Default" means (a) Borrower's failure to comply with the terms of this Mortgage; or (b) Borrower's failure to meet the terms of the Note; 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 Inverest 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 the Mortgage or against all of them. However, if someone signed this Mortgage, but signed the Note as collateral owner only, then that person will not be required to pay any amount under the Note, 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, forebear, or make any accommodations with regard to the Note or Mortgage without such collateral owner's consent.

# UNOFFICIAL COPY 17539 Page 3 of 5

## 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	
	SONDRA N CAN	
		-Borrower
STATE OF ILLINOIS,	Dr.	COOK County ss:
I, THE UNDERSIGNED	0	, a Notary Public in and
for said county and state, do hereby certify the subscribed to the forgoing instrument signed and delivered the said instrument as fro Given under my hand and official seal, the	t, appeared before me this day se voluntary act, for the uses a	be the same person(s) whose name(s) in person, and acknowledged that he
My Commission expires: 6-28-03  OFFICIAL SEAL  SARAH BETH FUNK	May of	egh Jula
MOTATY PUBLIC, STATE OF HLINOIS MY COMMISSION EXPIRES:06/28/03		75
(Space Belo	ow This Line Reserved For Lender and Re	92227 2/00

- 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 or unless authorized by applicable law.
- 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. If a refund reduces the Debt, the reduction will be treated as a partial pre-payment, without any prepayment charge under the Note.

12. That this Mortgage, and any actions arising our 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 payer an of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrover 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 HERELY FLEASES AND WAIVES ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THIS STATE. Borro

Sound Clork's Office (signature) SONDRA N CAMERON (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 22NB7 day of JUNE, 2001 SONDRA N CAMERON UN MARRIED Notary Public

County,

My commission expires:

OFFICIAL SEAL SARAH BETH FUNK

MOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:06/28/03 2

3/01

LOT 319 IN THE THER ADDITION TO LACE EVIL ENGLISHED REPORTS.

QUIEN MEMORIAL USD VISION IN THE NORTH WHIT CURRER OF SECTION 36,

TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ALL IN COOK COUNTY, ILLINOIS

0010617539 Page 5 of 5

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