



0010872092

This Instrument drafted by:
TCF National Bank
Consumer Lending Department
800 Burr Ridge Parkway
Burr Ridge, Illinois 60521

SPACE ABOVE RESERVED FOR REDORDING DATA

FILE# 70-010469 **COMMANDCREDIT PLUS® MORTGAGE**

88

**TCF NATIONAL BANK
ILLINOIS CONSUMER LENDING DEPARTMENT
LAND TRUST**

Account Number: 092-084

6241921

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 ONE HUNDRED EIGHTY-SEVEN THOUSAND SEVEN HUNDRED FOUR AND NO/100 Dollars

(\$187,704.00). This Mortgage is made this 16TH day of MAY, 2001, by CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED THE 21ST DAY OF JANUARY, 1998, KNOWN AS TRUST NUMBER 1105362, trustee of a trust, an Illinois corporation, not personally obligated under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated 1/21/1998 and known as Trust number 1105362 herein referred to as "Trustee", and the phrase "Trustee" as used in the covenants, conditions, and provisions shall also mean the beneficiary or beneficiaries of the trust and all persons responsible for payment of the Debt secured hereby, 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:

LOT 20 AND THE EAST 1/2 OF LOT 21 IN GROSS PARK 2ND ADDITION TO CHICAGO SAID ADDITION BEING A SUBDIVISION OF BLOCK 40 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4, THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 AND THE EAST 1/2 THEREOF) IN COOK COUNTY, ILLINOIS

PREPARED BY: S. BOOKER, 555 E BUTTERFIELD RD, LOMBARD, IL 60148

street address: 1949 WEST ROSCOE STREET, CHICAGO, IL 60657

PIN # 14194180030000

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 the Mortgage, subject to any amendment as permitted by its terms ("Agreement"), and was executed by:

CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER THE TRUST ("Borrower") AGREEMENT DATED THE 21ST DAY OF JANUARY, 1998

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 Trustee contained herein. "Protective Advance" is defined as a payment made by a Lender for performance of covenants of Trustee pertaining to insuring or preserving the Property upon Trustee's failure to perform. The interest rate under the Borrower's Agreement is variable and can change daily, as described in the Agreement. The full Debt, if not paid earlier, is due and payable on

5/21/2016

UNOFFICIAL COPY

Property of Cook County Clerk's Office

THIS MORTGAGE is executed by the Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said Trustee, hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in said Agreement contained shall be construed as creating any liability on the said Trustee personally to pay amounts owed under the Agreement or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder and that so far as the Trustee and its successors personally are concerned, the legal Lender and the owner or owners of any indebtedness accruing hereunder shall look solely to the Property hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Agreement provided or by action to enforce the personal liability of the guarantor, if any.

Trustee 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.
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 Trustee'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 Trustee provides Lender with evidence of the insurance coverage required by Borrower's Agreement with Lender, Lender may purchase insurance at Trustee's expense to protect Lender's interests in Trustee's property ("Collateral"). This insurance may, but need not, protect Trustee's interests. The coverage that Lender purchases may not pay any claim that Trustee makes, or any claim that is made against Trustee in connection with the Collateral. Trustee may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Trustee has obtained insurance as required by this Agreement. If Lender purchases insurance for the Collateral, Trustee 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 Trustee's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Trustee may be able to obtain on Trustee'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, Trustee 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, Trustee will still have to make regular monthly payments until the Debt is satisfied.
6. That if Trustee fails to perform any of Trustee'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 or Trustee 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 or Trustee prior to acceleration following Borrower's or Trustee's breach of any covenant or agreement in this Security Instrument (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 or Trustee, 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 or Trustee 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 or Trustee

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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.

- 8. That the term "Default" means (a) Trustee'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) Trustee'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 "Trustee" 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 Trustee. 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, Trustee may agree to extend, modify, forebear, or make any accommodations with regard to the Note or Mortgage without such collateral owner's consent.

- 9. That the Trustee 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 Trustee 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 Trustee which exceeded permitted limits will be refunded to Trustee. Lender may choose to make this refund by reducing the outstanding Debt or by making a direct payment to Trustee.
- 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 or Trustee shall pay any recordation costs. Lender may charge Borrower or Trustee 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, TRUSTEE 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.

Trustee: CHICAGO TITLE LAND TRUST COMPANY, as Successor to CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED THE 21ST DAY OF JANUARY, 1998, KNOWN AS TRUST NUMBER 1105362

SEE ATTACHED EXCULPATORY (signature) _____ (signature) _____

(type or very clearly print name) _____ (type or very clearly print name) _____

State of Illinois County of COOK) ss.

The foregoing instrument was acknowledged before me this 16TH day of MAY, 2001, by CHICAGO TITLE AND TRUST COMPANY

Notary Public County, My commission expires:

UNOFFICIAL COPY

Property of Cook County Clerk's Office

EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST 1105362 ATTACHED TO AND MADE A PART OF THE COMMANDCREDIT PLUS MORTGAGE, IN THE AMOUNT OF \$187,404.00 DATED MAY 16, 2001 , TO TCF NATIONAL BANK .

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: MAY 23, 2001

CHICAGO TITLE LAND TRUST COMPANY, as Trustee
Under Trust No. 1105362

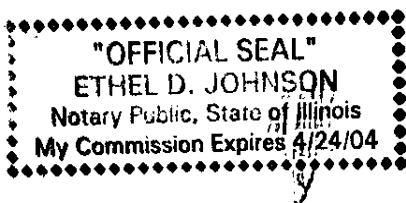
By: Sheila Davenport
Assistant Vice President
Attest:
By: [Signature]
Assistant Secretary



State of Illinois
County of Cook SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President and Assistant Secretary of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this MAY 23, 2001



[Signature]
NOTARY PUBLIC

UNOFFICIAL COPY

Property of Cook County Clerk's Office

EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST 1105362 ATTACHED TO AND MADE A PART OF THE COMMANDCREDIT PLUS HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT , IN THE AMOUNT OF \$187,704.00 DATED MAY 16, 2001 , TO TCF NATIONAL BANK .

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: MAY 23, 2001

CHICAGO TITLE LAND TRUST COMPANY, as Trustee
Under Trust No. 1105362

By: Shella Davenport
Assistant Vice President

Attest:
By: [Signature]
Assistant Secretary



UNOFFICIAL COPY

Property of Cook County Clerk's Office