

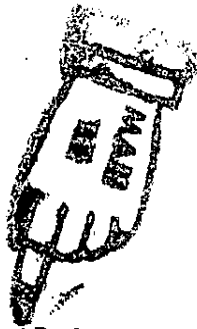
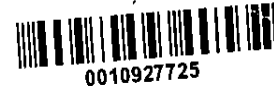
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01/4/0050 35 001 Page 1 of 5

2001-10-04 12:43:39

Cook County Recorder 29.50



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

SPACE ABOVE RESERVED FOR RECORDING DATA

CONSUMER LOAN MORTGAGE

**TCF NATIONAL BANK
ILLINOIS CONSUMER LENDING DEPARTMENT**

Account Number: 092 - 084
FILE#70-01111842

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE MAXIMUM PRINCIPAL
INDEBTEDNESS SECURED BY THIS MORTGAGE IS
EIGHT THOUSAND ONE HUNDRED SEVENTY AND 50/100 Dollars
(\$8,170.50).

This CONSUMER LOAN MORTGAGE ("Mortgage") is made this 24TH day of SEPTEMBER, 2001, by
TIMOTHY R LIBRETTI UNMARRIED

whose address is 817 W BRUMMELL #2N, EVANSTON, IL 60202
(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: 817 BRUMMEL STREET #2N, EVANSTON, IL 60202
PIN# 11301170241009

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 dated the same
date as this Mortgage in the principal amount of
EIGHT THOUSAND ONE HUNDRED SEVENTY AND 50/100 Dollars

(\$8,170.50), 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

10-12-2016 ☒ If the box preceding this sentence is checked, 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.

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

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. 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 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, 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 otherwise.
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 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 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, forbear, or make any accommodations with regard to the Note or Mortgage without such collateral owner's consent.

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.

Timothy R Libretti -Borrower
TIMOTHY R LIBRETTI

_____-Borrower

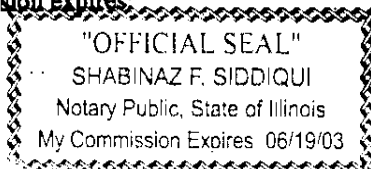
STATE OF ILLINOIS,

COOK County ss:

I, THE JNDER 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 24th day of SEPTEMBER, 2001

My Commission expires:



[Signature]
Notary public

(Space Below This Line Reserved For Lender and Recorder)

92227 2/00

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UNIT NUMBER 817-2N IN THE 815-817 BRJMMEL CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 26 AND 27 IN BLOCK 3 IN BRJMMEL AND CASE HOWARD TERMINAL ADDITION, IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 92620013; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

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