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Return to: TCF National Bank

Consume Lending Department 800 Burr Ridge Parkway Burr Ridge, Illinois 60521

STACE ABOVE RESERVED FOR RECORDING DATA -

## COMMANDCREDIT PLUS® MORTGAGE

TCF NATIONAL BANK ILLINOIS CONSUMER LENDING OF P'ARTMENT Account Number: 092 152 FILE#70-01128857

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

FORTY THOUSAND AND NO/100

OCTOBER, 2001 ). This Mortgage is made this 25TH day of JACQUELINE M LORENZ AND ERIC LORENZ HIS WIFE AS JOINT TENANTS, MARRIED (\$40,000.00

whose address is 6413 W 102ND PL., CHICAGO RIDGE, IL 60415

(the "Borrower"), who grants, conveys, mortgages and warrants to TC. National Bank, a national banking association, 800 Burr Ridge Parkway, Burr Ridge, Illinois 60521 (the "Lender"), land and property in County, Illinois, described as: COOK

LOT 7 AND LOT 8 IN BLOCK 2 IN HILL'S ADDITION TO WASHINGTON HEIGHTS, A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 5413 WEST 102nd PLACE, CHICAGO RIDGE, IL. 60415

street address: 6413 W 102ND PL., CHICAGO RIDGE, IL 60415

PIN #24074040170000 & 24074040180000 together with all buildings, improvements, and fixtures on the property, whether now on the property of aided in the future, and all easements and other rights that pertain to the property (collectively the "Property"). 1'48 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 10/30/2016

Borrower promises and agrees:

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

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 can easy insurance purchased by Lender, but only after providing Lender with evidence that Borrow/ 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 ore a charges Lender may impose in connection with the placement of the insurance, until the effect e date of the cancellation or expiration of the insurance. The costs of the insurance may be role than the cost of insurance Borrower may be able 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

5. That if all or part of the Property is condemned or taken by eminent domain, Borrower directs the party condemning or taking to 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 Bossower fails to perform any of Porrower's obligations under this Mortgage, Lender may pay for the performance of such obligations. As a amount so paid and the cost of any title search and report made after any Default, may be aduct 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', failure to comply with the terms of any Security

Interest having priority over this Mortgage.

The term "Lender" includes Lender's successor 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 remains provided by law. Each person that signs this Mortgage is responsible for keeping all of the pron ises made by Borrower. Lender may choose to enforce its rights against anyone signing this Mortgage or regions 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 regard 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 Nore 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 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 the 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.

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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. Dorrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Lournment, but only if the fee is paid to a third party for services rendered and the charging of the fee is partited under Applicable Law.

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

Borrower:	4
assula Basos	'C
(signature)	
JACQUELINE M LORENZ	
(type or very clearly print name)	
Entes	
(signature)	
ERIC LORENZ	<u> </u>
(type or very clearly print name)	· · · · ·
State of Illinois County of COOK ) ss.	
The foregoing instrument was acknowledged before me this 25TH day of OCTOBER, 2001, by JACQUELINE M LORENZ AND ERIC LORENZ, MARRIED	
TACQUEEN TO THE TOTAL TO	
	Sonall W. Htthe
	Notary Public

County,
My commission expires:

OFFICIAL SEAL

NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES:04/28/03

## **UNOFFICIAL COPY**

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

11029927

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.

-Borrower -Borrower

COOK County ss:

675

STATE OF ILLINOIS.

Oponty Ox 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 art, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of OCTOBER, 2001

My Commission expires:

Notary public

OFFICIAL SEAL RONALD D MISHER

NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES:04/28/03 ~~~~~~~~~~~

(Space Below This Line Reserved For Lender and Recorder)