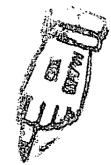
Cook County Recorder



Return to: TCF National Bank

Consumer Lending Department 800 Bur Pinge Parkway

Burt Ridge, Illinois 60521
SPACE ABOVE RESERVED FOR RECORDING DATA

### CONSUMER LOAN MORTGAGE

TCF NATIONAL BANK ILLINOIS CONSUMER LENDING DEPARTMENT

Account Number: 092 - 077 FILE#70-01178861

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS MORT GAGE IS THIRTY THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND NO/100 Dollars This CONSUMER LOAN MORTGAGE ("Mortgage"); made this 18TH day of FEBRUARY, 2002 RAYMOND DEXTER AND JANET DEXTER, A MARRIED CO JPLE, AS TENANTS BY THE ENTIRETY, MARRIED whose address is 1210 S FEDERAL, CHICAGO, IL 60605 (the "Borrower"), who grants, conveys, mortgages and warrants to ICF National Bank, a national banking association, 800 Burr Ridge Parkway, Burr Ridge, Illinois 60521 (ine "Lender"), land and property in 12 C/6/4 County, Illinois, described as: COOK

"FOR LEGAL SEE ATTACHED SHEET"

street address: 1210 S FEDERAL, CHICAGO, IL 60605 PIN # 1721211505

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 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 not. dated the same Mortgage in the principal amount of

date as this Mortgage in the principal amount of THIRTY THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND NO/100 THIRTY THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND NO/100

[330,875,00] ), subject to any written amendments to the note agreed to by Lender and Borrower ("No'e"). In addition to the indebtedness due under the Note, this Mortgage secures Protective Advances which may be in addition to the indebtedness due under the Note, this Mortgage secures Protective Advances which may be in addition to the indebtedness due under the Note, this Mortgage secures Protective Advances which may be in addition to the indebtedness due under the Note.

"Protective Advance" is defined as a performance of all covenants and agreements of Borrower pertaining to insuring or preserving the payment made by Lender for performance of covenants of Borrower pertaining to insuring or preserving the payment made by Lender for perform. The full Debt, if not paid earlier, is due and payable on Property upon Borrower's failure to perform. The full Debt, if not paid earlier, is due and payable on 03-05-2017

[X] 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

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,

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 of 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 & WOOTEN, 555 E. BUTTERFIELD RD., LOMBARD, IL. 60148



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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 purchase, insurance for the Collateral, Borrower will be responsible for the costs of that insura 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. I've costs of the insurance may be more than the cost of insurance Borrower may be able obtain on DC. Tower'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) ender 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 provinces 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 soall give notice to Borrower prior to acceleration following Borrower's breach of any coverant or agreement in this Security Instrument (but not prior to acceleration under Section 9 conless 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 is at 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 Saurity 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 teme lies. provided in this section, including but not limited to, the amount of the Debt outstanding to costs and charges of such sale, reasonable attorneys' fees and costs of title evidence. In the every of any foreclosure or other sale under this Mortgage by virtue of judicial proceedings, advertisement of 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 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, forebear, or make any accommodations with regard to the Note or Mortgage without such collateral owner's consent.

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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 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 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 init 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. Bonewer 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 HEREB' RELEASES AND WAIVES ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THIS STATE.

Borrower:	
La D	
(signature)	40 <sub>K</sub>
RAYMOND DEXTER	<b>4</b>
(type or very clearly print name)	
Mrs. Janel Dexter	Opp.
(argusture)()	· <b>T</b> '
JANET DEXTER	' (5)
(type or very clearly print name)	O <sub>Sc.</sub>
State of Illinois	
County of COOK ) ss.	
The foregoing instrument was acknowledged before RAYMOND DEXTER AND JANET DEXTER	ore me this 18TH day of FEBRUARY, 2002, by MARRIED
	GA.
"OFFICIAL SEAL"	Notary Public County,
PAUL J. ORTEGA	My commission expires: 8-18-05
Notary Public, State of Illinois	
My Commission Expires 08/18/05	

# 20252418

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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.

		1			Ver C		-Bor	rower	
		%	9/x.	RAYMO JANET I	Hanel	Doxter	Bor	Tower	
STATE OF ILLI	NOIS,		90,	×		COOK Count	_		
I,	тне	UNDER	SIGNED				, a Notaty	Public in	and
signed and delive	ered the	said instru	nent as free v	· ·	of FEB.,	. parpeses and .	in set forth.		
My Commission	r expires	: 3-19, SEAL"	05 56 (3) 5 (3) 5 (3)	7	Notary pu	none C	<u> </u>	\$ ->	
X My Com	HIBSIOI -		•	This Line Reserved For	Lender and Rec	order)	TÓ	92227	2/00

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LOT 112 TN FEDERAL SQUARE UNIT 3 SUBDIVISION, BRING A RESUBDIVISION OF PARTS OF BLOCK 1 IN DEARBORN PARK UNIT #2, BEING A RESUBDIVISION OF AUMBRY LOTS AND VACATED STREETS AND ALLEYS IN MART OF THE NORTHEAST CURRIER OF SECTION 21, TOWNSHIP 19 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. EASEMENT FOR INCPESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER LOT A IN FEDERAL SQUARE CALL 3 SUBDIVISION.

Oct Collus Clerts