

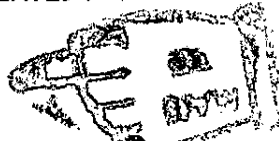


0021210583

* LaSalle Bank National Association formerly known as

SPACE ABOVE RESERVED FOR REDORDING DATA

Return to: TCF National Bank
Consumer Lending Department
555 E. Butterfield Rd.
Lombard IL 60148



COMMANDCREDIT PLUS® MORTGAGE

TCF NATIONAL BANK
ILLINOIS CONSUMER LENDING DEPARTMENT
LAND TRUST

Account Number: 092 . 203

FILE# 70-0128427

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 FIVE THOUSAND DOLLARS AND 00 CENTS

* Dollars (\$5,000.00). This Mortgage is made this 24TH day of OCTOBER 2002, by LASALLE NATIONAL BANK UNDER TRUST AGREEMENT #108649

Trustee of Trust, an Illinois Corporation, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated 7/24/1984 and known as Trust number 108649, 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:

SEE ATTACHED LEGAL

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

street address: 400 E RANDOLPH UNIT 3510 CHICAGO IL 60601
PIN # 17-10-400-012-1836

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: LASALLE NATIONAL BANK UNDER TRUST AGREEMENT #108649 ("Borrower")

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 and any other charges owing under the Agreement (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

10/29/2017



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 cost 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, 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

UNOFFICIAL COPY

21210583

SCHEDULE "A"

UNIT NUMBER 3510 AS DELINEATED ON SURVEY OF CERTAIN LOTS IN THE PLAT OF LAKE FRONT PLAZA, A SUBDIVISION OF A PARCEL OF LAND LYING IN ACCRETIONS TO FRACTIONAL SECTION 10, TOWNSHIP 10 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1962 AS DOCUMENT 18461961, CONVEYED BY DEED FROM ILLINOIS CENTRAL RAILROAD COMPANY TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 17460, RECORDED MAY 7, 1962 AS DOCUMENT NUMBER 18467558, AND ALSO SUPPLEMENTED DEED THERETO RECORDED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 9, 1962 KNOWN AS TRUST NUMBER 17460, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22453315; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM AFORESAID (EXCEPTING THE UNITS DEFINED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND SURVEY), IN COOK COUNTY, ILLINOIS.

TAX ID NUMBER: 17-10-400-012-1836

Cook County Clerk's Office

a default or any other defense of Borrower or Trustee 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.

- 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 Interest as stated in the Agreement; or (c) Trustee's failure to comply with the terms of any Security Instrument 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.

- 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.
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.
13. That upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower or Trustee shall pay any recording costs.

Riders. The following Riders are to be executed by the Borrower:
[] Condominium Rider [] Planned Unit Development Rider

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: LASALLE NATIONAL BANK UNDER TRUST AGREEMENT #108649, as Trustee aforesaid.

Maureen Paige (signature) Trust Officer

Maureen Paige (type or very clearly print name)

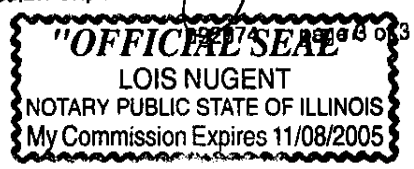
(signature) Attestation not required by LaSalle Bank National Association (type or very clearly print name)

State of Illinois Dupage County of) ss.

The foregoing instrument was acknowledged before me this 29th day of OCTOBER 2002 by LASALLE NATIONAL BANK UNDER TRUST AGREEMENT #108649 DATED JULY 24, 1984

Lois Nugent (signature) Notary Public County, My commission expires:

This instrument is executed by LaSalle Bank National Association, not personally but solely as trustee in the exercise of the power and authority conferred upon and vested in it as such trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the trustee are undertaken by it solely in its capacity as trustee and not personally.



UNOFFICIAL COPY

21210583

21210583

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

Trustee 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, Trustee has executed this Mortgage.

This instrument is executed by LaSalle Bank National Association, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or that of any time or date created or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

LaSalle Bank National Association formerly
known as

-Trustee

~~LASALLE NATIONAL BANK UNDER TRUST AGREEMENT~~

#108649 DATED JULY 24, 1984

BY [Signature] -Trustee
Trust Officer

STATE OF ILLINOIS, Dupage County ss:

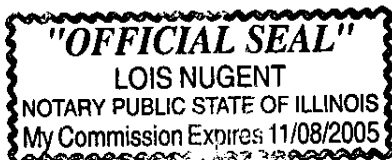
THE UNDERSIGNED

I, _____, 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 29TH day of OCTOBER 2002

My Commission expires:

[Signature]
Notary public



092074

12/01

(Space Below This Line Reserved For Lender and Recorder)

Clerk's Office

UNOFFICIAL COPY

CONDOMINIUM RIDER

21210583

THIS CONDOMINIUM RIDER is made this 24th day of October, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Note to TCF National Bank,

6353 55th Street W Chicago IL 60638-0000 (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 400 E. RANDOLPH STE. 3510 CHICAGO IL 60601

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Borrower's obligation under Section 4 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy

What Lender requires as a condition of this waiver can change during the term of this loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

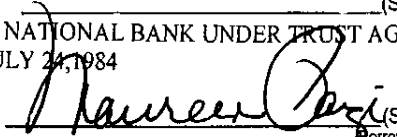
E. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph E shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

LaSalle Bank National Association formerly
known as _____ (Seal)

LASALLE NATIONAL BANK UNDER TRUST AGREEMENT # 108649
DATED JULY 24, 1984

BY:

 (Seal)
Borrower

Trust Officer

This instrument is executed by LaSalle Bank National Association, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.