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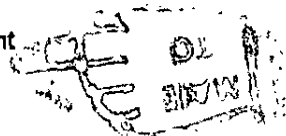
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2003-01-16 12:15:38
Cook County Recorder 32.50

SPACE ABOVE RESERVED FOR RECORDING DATA

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



CONSUMER LOAN MORTGAGE

LAND TRUST
TCF NATIONAL BANK
ILLINOIS CONSUMER LENDING DEPARTMENT

Account Number: 092 - 173 - 0000372
FILE# 70-01248082

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE AT ANY ONE TIME IS:

ONE HUNDRED FOUR THOUSAND AND 00 CENTS
DOLLARS \$104,000.00

Bank, Succ. to FIRST NATIONAL BANK EVERGREEN PARK #10083 DATED 2/17/88 This CONSUMER LOAN MORTGAGE ("Mortgage") is made this 21ST day of AUGUST, 2002, by Fifth Third

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 2-17-88 and known as Trust number 10083, 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 LOMBARO IL 60148

street address: 2605 W 106TH ST CHICAGO IL 60655

PIN # 24-13-227-013

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 the note between FIRST NATIONAL EVERGREEN PARK #10083 DATED 2/17/88 ("Borrower") dated the same date as this Mortgage in the principal amount of ONE HUNDRED FOUR THOUSAND AND 00 CENTS

Dollars \$104,000.00), subject to any written amendments to the note agreed to by Lender and Borrower ("Note"), and any additional amounts advanced by Lender to protect its rights under paragraph 6 below. In addition to the indebtedness under the Note, 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 Lender for performance of covenants of Trustee pertaining to insuring or preserving the Property upon Trustee's failure to perform. The full Debt, if not paid earlier, is due and payable on 9/5/2032

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.

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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 would become a Security Interest against the Property. "Security Interest" includes any lien, mortgage or other encumbrance.
3. To perform all obligations under any prior Security Interest on the Property. Also, that 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 Trustee's loan application. "Security Interest" includes any mortgage or other encumbrance.
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 Trustee'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; (e) 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

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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.

Fifth Third Bank, Successor Trustee to
Trustee: FIRST NATIONAL BANK EVERGREEN PARK #10083 DATED 2/17/88

Attest
Nancy Rodighiero
(signature)
Asst. Trust Officer
Nancy Rodighiero
(type or very clearly print name)

By: William H. Thomson
(signature)
Vice President & Trust Officer
William H. Thomson
(type or very clearly print name)

State of Illinois
County of COOK) ss.

SEE ATTACHED RIDER FOR
EXECUTION BY TRUSTEE

Succ. to The foregoing instrument was acknowledged before me this 21ST day of AUGUST, 2002, by Fifth Third Bank,
FIRST NATIONAL BANK EVERGREEN PARK #10083 DATED 2/17/88



Theresa De Vries
Notary Public
County,
My commission expires:

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.

-Trustee

-Trustee

STATE OF ILLINOIS,

County ss:

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 _____ day of _____

My Commission expires:

Notary public

092026 12/01

(Space Below This Line Reserved For Lender and Recorder)

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RIDER ATTACHED TO: CONSUMER LOAN MORTGAGE – TCF BANK

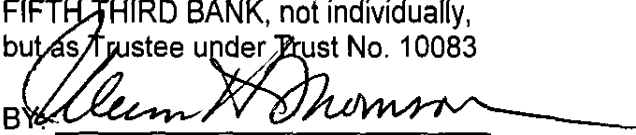
Date: AUGUST 23, 2002

TRUST NO. 10083

Executed and delivered by Fifth Third Bank, successor to Old Kent Bank, successor to First National Bank of Evergreen Park, not in its individual capacity, but solely in the capacity herein described for the purpose of binding the herein-described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the undertakings and agreements of the Trustee, are made and intended not as personal undertakings and agreements by the Trustee, nor for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any being hereby expressly waived and released by all other parties hereto, and those claiming by, through or under them.

FIFTH THIRD BANK, not individually,
but as Trustee under Trust No. 10083

BY:


Vice President & Trust Officer

ATTEST:


Assistant Trust Officer

SCHEDULE "A"

LOT 2 IN RESUB OF BLOCK 14 AND OF LOT 7 OF BLOCK 15 IN O. RUETER
AND CO'S MORGAN PARK MANOR A SUB IN THE NORTH EAST 1/4 OF SECTION
13 TOWNSHIP 37 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN IN COO COUNTY, IL.

TAX ID# 24-13-227-013

ORDER NUMBER: 1248082

Property of Cook County Clerk's Office