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Doc#: 0506333164
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 03/04/2005 11:09 AM Pg: 1 of 6

CTI

SPACE ABOVE RESERVED FOR RECORDING DATA

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

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COMMANDCREDIT PLUS® MORTGAGE

TCF NATIONAL BANK
ILLINOIS CONSUMER LENDING DEPARTMENT
LAND TRUST

Account Number: 092 092-6202774
FILE # 1408 0250024046 HE

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 TWENTY FIVE THOUSAND DOLLARS AND 00 CENTS

Dollars (\$25,000.00). This Mortgage is made this 21ST day of FEBRUARY, 2005, by NATIONAL BANK OF AUSTIN, TRUSTEE UTA DATED JUNE 26, 1975 AND K/A TRUST # 5584

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 6/26/1975 and known as Trust number 5584, 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:

*Cosmopolitan Bank & Trust, as Successor

SEE ATTACHED LEGAL DESCRIPTION Trustee to Austin Bank of Chicago, which is Successor Trustee to National Bank of Austin, not personally

PREPARED BY: BJ GULLEY, 555 E. BUTTERFIELD RD., LOMBARD, IL 60148

street address: 6073 N. NAVARRE AVE., CHICAGO, IL 60631
PIN # 13-06-218-009-0000

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: NATIONAL BANK OF AUSTIN, TRUSTEE UTA DATED JUNE 26, 1975 AND * ("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 2/25/2020.

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* K/A TRUST NUMBER 5584

BOX 334 CTI

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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 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 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. Borrower may obtain insurance from the insurance company of Borrower's choice as long as the insurance company is reasonably acceptable to Lender. 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 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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower or Trustee of the right to reinstate**

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after acceleration and the right to assert in the foreclosure proceeding the non-existence of 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. 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.

- 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 Account as stated in the Agreement; or (c) Trustee'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 "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. Each person that signs this Mortgage is responsible for keeping all of the promises made by Trustee. Lender may choose to enforce its rights against anyone signing this Mortgage or against 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 signed only to grant, convey mortgage and warrant any rights that person has in the Property. Also, Trustee may agree to extend, modify, forbear, or make any accommodations with regard to the Note or Mortgage without such collateral owner's consent.

- 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. Lender may choose to make this refund by reducing the outstanding Debt or by making a direct payment 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. 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. Borrower or Trustee shall pay any recordation costs. Lender may charge Borrower or Trustee 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.

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: *NATIONAL BANK OF AUSTIN, TRUSTEE UTA DATED JUNE 26, 1975 AND K/A TRUST # 5584

**For signatures, notary, & exculpatory provisions of Trustee, see Rider attached hereto (signature) which is expressly (signature) incorporated herein and made a part hereof.

(type or very clearly print name) (type or very clearly print name)

State of Illinois *Cosmopolitan Bank & Trust, as Successor Trustee to Austin Bank of Chicago
County of COOK which is Successor Trustee to National Bank of Austin, not personally) ss.

The foregoing instrument was acknowledged before me this 21ST day of FEBRUARY, 2005 by NATIONAL BANK OF AUSTIN, TRUSTEE UTA DATED JUNE 26, 1975 AND K/A TRUST # 5584

Notary Public
County,
My commission expires:

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This mortgage is executed by COSMOPOLITAN BANK AND TRUST, 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 COSMOPOLITAN BANK AND TRUST 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 note contained shall be construed as creating any liability on the said COSMOPOLITAN BANK AND TRUST, either individually or as Trustee aforesaid, personally to pay said note or any interest that may accrue thereof, 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 the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as COSMOPOLITAN BANK AND TRUST, either individually or as trustee as aforesaid, or its successors, personally are concerned, the legal holder or holders shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, COSMOPOLITAN BANK AND TRUST not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Sr. Vice President/Trust Officer and its corporate seal to be hereunto affixed and attested by its Trust Officer this 21st day of February, 2005.

COSMOPOLITAN BANK AND TRUST,
AS TRUSTEE AS AFORESAID & NOT PERSONALLY

ATTEST:

BY:

[Signature]
Trust Officer

[Signature]
Sr. Vice President/Trust Officer

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that the above named Louise Hildebrand and Devin L. Fisher of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. Vice President/Trust Officer and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that said Trust Officer's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of February, 2005.

[Signature]
Notary Public



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Legal Description

LOT 22 IN LOEB HAMMEL RESUBDIVISION OF BLOCK 88 IN THE TOWN OF NORWOOD PARK IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

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LETTER OF DIRECTION TO EXECUTE MORTGAGE DOCUMENTS

Date: February 21, 2005

You are hereby authorized and directed to execute, not personally, but as trustee, under Trust No. 5584, the following mortgage documents. The undersigned certify that all of the said documents to be executed by National Bank of Austin, as Trustee aforesaid, have been read, examined and approved by the undersigned, and that all statements contained therein are true and correct, the Trustee is hereby expressly authorized to add to the within described documents any exculpatory language it deems necessary or appropriate in its sole direction. The undersigned agree(s) to indemnify the Trustee from any loss and save the Trustee harmless from and against any and every liability, cost and expense arising out of the execution by trustee of the within described documents.

Documents required by TCF National Bank for a mortgage amount of \$ 25,000.00

- Consumer Loan and Security Agreement
- Mortgage/ Trust Deed
- Assignment of Beneficial Interest
- Command credit Line of Credit Agreement and Disclosure Statement
- Request for notice of Default and Foreclosure under Superior Mortgage of Deeds of Trust
- Variable Rate Rider
- Due on Transfer Rider
- Condominium Rider

Property Address: 6073 N. Navarre Ave., Chicago, IL 60631

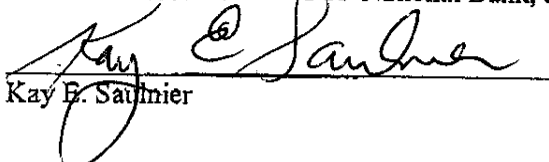
Legal Description

LOT 22 IN LOEB HAMMEL RESUBDIVISION OF BLOCK 88 IN THE TOWN OF NORWOOD PARK IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Also Issue:

- Letter directing new proceeds to : Kay E. Saulnier
- Certified copy of Trust Agreement
- Certified copy of the direction

Deliver all documents to TCF National Bank, 555 E. Butterfield Rd., Lombard, IL 60148



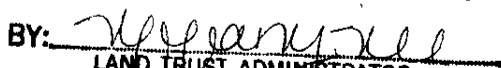
Kay E. Saulnier

If the beneficial interest is assigned as collateral, the collateral assignee must authorize this direction.
Authorized by: _____ as collateral assignee.

2/24/05 *MS*

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL NOW HELD IN OUR FILES.

COSMOPOLITAN BANK AND TRUST

BY: 
LAND TRUST ADMINISTRATOR