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Doc#: 0521604097
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 08/04/2005 11:27 AM Pg: 1 of 6

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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 - 092 0002519
FILE# 1408 008288358 HE

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE AT ANY ONE TIME IS TWENTY SIX THOUSAND SIX HUNDRED FIFTY SIX DOLLARS AND 39 CENTS

DOLLARS (\$26,656.39)

This CONSUMER LOAN MORTGAGE ("Mortgage") is made this 25th day of July, 2005, by COSMOPOLITAN BANK AND TRUST, AS SUCCESSOR TRUSTEE TO TRUST AGREEMENT DATED APRIL 2, 1985 AND KNOWN AS TRUST NUMBER 6257, *Austin Bank of Chicago

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 04/02/1985 and known as Trust number 6257, 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 60527 (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

Touhy
street address: 6872 W TOUHY AVE., UNIT C NILES IL 60714
PIN # 10-30-317-045-1003

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 COSMOPOLITAN BANK AND TRUST, AS SUCCESSOR TRUSTEE TO TRUST AGREEMENT to Austin Bank ("Borrower") dated the same date as this Mortgage in the principal amount of TWENTY SIX THOUSAND SIX HUNDRED FIFTY SIX DOLLARS AND 39 CENTS of Chicago, not personally, as Trustee u/t/a/d 4/2/85 & Trust #6257 Dollars (\$26,656.39), 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 08/08/2045.
 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 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 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 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 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

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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 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 meet the terms of this Mortgage; or (b) Borrower's failure to comply with the terms of the Note; 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 heirs, personal and legal representatives, successors, and assigns of the undersigned. 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 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, Trustee may agree to extend, modify, forebear, or make any accommodations with regard to the Note or

9. Mortgage without such collateral owner's consent.
That the Trustee shall not assign or transfer the Property or any beneficial interest in the Property by deed, land contract, or other instrument 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 Trustee notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
11. That the Borrower shall pay to Lender on the day the scheduled monthly payments are due under the Note, until the Agreement is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; and (b) premiums for any and all flood insurance required by Lender, if any. These items are called "Escrow Items." At origination or at any time during the term of the Agreement, Lender may require that Borrower provide escrow for hazard insurance premiums, Community Association Dues, Fees, and Assessments, if any, and such premiums, dues, fees and assessments shall be an Escrow Item.

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section 11. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be an obligation of the Borrower in this Mortgage, as the phrase is used in Section 6. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 6 and pay such amount and Borrower shall then be obligated under Section 6 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a written notice to Borrower by Lender and, upon such revocation, Borrower shall pay to Lender Funds, in such amounts that are then required under this Section 11.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with the law governing the Note.

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The Funds may be commingled with other funds of the Lender. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Unless an agreement is made in writing, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

- 12. 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 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. If a refund reduces the Debt, the reduction will be treated as a partial pre-payment, without any prepayment charge under the Note.
- 13. 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.
- 14. 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. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay any recordation 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: COSMOPOLITAN BANK AND TRUST, AS SUCCESSOR TRUSTEE TO TRUST AGREEMENT DATED APRIL 2, 1985 AND KNOWN AS TRUST NUMBER 6257 *Austin Bank of Chicago, not personally, under

(signature) (signature)
 COSMOPOLITAN BANK AND TRUST, AS SUCCESSOR TRUSTEE TO TRUST AGREEMENT DATED APRIL 2, 1985
 AND KNOWN AS TRUST NUMBER 6257 (type or very clearly print name) (type or very clearly print name)

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

The foregoing instrument was acknowledged before me this 22nd day of July, 2005, by COSMOPOLITAN BANK AND TRUST, AS SUCCESSOR TRUSTEE TO TRUST AGREEMENT DATED APRIL 2, 1985 AND KNOWN AS TRUST NUMBER 6257

Notary Public
County,
My commission expires:

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THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT NO. 6872-C IN BURNING BUSH CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 4 IN CIRCUIT COURT PARTITION OF LOT 2 IN WEST AND OTHERS SUBDIVISION OF PARTS OF LOT 1 AND OF LOT 18 IN ASSESSORS DIVISION IN THE SOUTHWEST 1/4 OF SECTION 30, AND OF LOT 8 IN ASSESSORS DIVISION OF JANE MIRANDA'S RESERVE, AND OF LOT 11 IN ASSESSORS DIVISION OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT IN THE WEST LINE OF LOT 4 AFORESAID 9.93 FEET OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG AN ARC OF A CIRCLE HAVING A RADIUS OF 1041.57 FEET FOR A DISTANCE OF 44.67 FEET TO A POINT IN THE SOUTHERLY LINE OF LOT 4 AFORESAID 46.07 FEET EASTERLY OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF LOT 4 AFORESAID 46.07 FEET TO THE SOUTH WEST CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 4 AFORESAID 9.93 FEET TO THE POINT OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS

ALSO

THAT PART OF LOT 12 IN WEST AND OTHERS SUBDIVISION OF PARTS OF LOT 1 AND OF LOT 18 IN ASSESSORS DIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 30, AND LOT 8 IN JANE MIRANDA'S RESERVE IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF SCHOOL STREET AND THE NORTHERLY LINE OF TOUHY AVENUE, SAID POINT BEING 45.52 FEET EASTERLY (AS MEASURED ON THE SOUTHERLY LINE OF LOT 4) OF THE SOUTH WEST CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF TOUHY AVENUE WHICH IS A CURVED LINE HAVING A RADIUS OF 1041.51 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF TOUHY AVENUE AND THE SOUTHERLY LINE OF SCHOOL STREET; THENCE NORTHERLY 24.75 FEET ON A LINE PERPENDICULAR TO THE SOUTHERLY LINE OF SCHOOL STREET TO A POINT ON THE CENTER LINE OF SCHOOL STREET; THENCE WESTERLY THE CENTER LINE OF SCHOOL STREET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 24644710, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN COMMON ELEMENTS, A.C. IN COOK COUNTY, ILLINOIS

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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 Vice President/Trust Officer and its corporate seal to be hereunto affixed and attested by its Trust Officer this 25th day of July, 2005.

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

ATTEST:

[Signature]
Trust Officer

BY
[Signature]
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 Todd W. Cordell 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 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 28th day of July, 2005.

[Signature]
Notary Public

