

# UNOFFICIAL COPY



Doc#: 0606933089 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/10/2006 08:18 AM Pg: 1 of 5

CTIC-1E

**RECEIVED IN BAD CONDITION**

TCF National Bank  
Consumer Lending Department  
55 E. Butterfield Rd.  
Lombard IL 60148

SPACE ABOVE RESERVED FOR RECORDING DATA

File # 025041030

## COMMANDCREDIT PLUS® MORTGAGE

TCF NATIONAL BANK  
CONSUMER LENDING DEPARTMENT

Account Number: 092 .072

THIS MORTGAGE ("Mortgage") SECURES A REVOLVING LINE OF CREDIT UNDER WHICH PAYMENTS, AND READVANCES MAY BE MADE FROM TIME TO TIME. REGARDING ANYTHING TO THE CONTRARY HEREIN, THE MAXIMUM PRINCIPAL DEBT SECURED BY THIS MORTGAGE AT ANY ONE TIME IS TWO THOUSAND DOLLARS AND 00 CENTS

(2000.00). This Mortgage is made this 17th day of February, 2006, by MARCEL P KRAWCZYK and MARCEL P KRAWCZYK

whose address is 7770 WASHINGTON BLVD RIVER FOREST IL 60305

and TCF National Bank, a national banking association, 100 Burr Ridge Parkway, Burr Ridge, Illinois 60527 (the "Lender"), and Franklin County, Illinois, described as:

THE FORECLOSURE WAS PREPARED BY MAYRA L RIVERA 10142. 555 E BUTTERFIELD RD LOMBARD,

7770 WASHINGTON BLVD RIVER FOREST IL 60305  
08-01-2000

all buildings, improvements, and fixtures on the property, whether now on the property or hereafter, 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® Equity Line of Credit Agreement and Disclosure Statement dated the same date as this Mortgage, or any amendment as permitted by its terms ("Agreement"). In addition to the amount due under the Agreement, this Mortgage secures Protective Advances which may be made from time to time up to the maximum principal amount stated above, with interest thereon and any other charges provided for in the Agreement (collectively "Debt") and the performance of all covenants and agreements set forth in the Agreement. "Protective Advance" is defined as a payment made by Lender for the purpose of performing any of the covenants of Borrower pertaining to insuring or preserving the Property upon Borrower's default. The interest rate under the Agreement is variable and can change daily, as described in the Agreement. The full Debt, if not paid earlier, is due and payable on 02/23/2021.

Borrower hereby agrees:

to keep the Property in good repair, and to comply with all laws and ordinances, which affect the Property.

to pay all taxes, assessments, and water bills levied on the Property and any other amounts which could become a senior Security Interest against the Property. "Security Interest" includes any lien, mortgage or other encumbrance.

**RECEIVED IN BAD CONDITION**

**BOX 334 CTI**

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To secure 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 no other title evidence obtained by Lender prior to accepting this Mortgage, or on Borrower's loan application.

To insure 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 event of loss 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 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 not protect Borrower's interests. The coverage that Lender purchases may not be the same as the coverage 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 purchases insurance for the Collateral, Borrower will be responsible for the cost of the 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 Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of the insurance Borrower may be able to obtain on Borrower's own. Lender is not required to obtain the lowest cost insurance that might be available.**

If any part of the Property is condemned or taken by eminent domain, Borrower directs the Deed Commission making 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, Borrower will still have to make regular monthly payments until the Debt is satisfied.

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 recording fees after a Default, may be added to the Debt as a Protective Advance.

The term "Default" means (a) Borrower's failure to comply with the terms of this Mortgage such as to make payments on the Account as stated in the d "Possible Actions" section of the Agreement; or (b) Borrower's failure to comply with the terms of the Agreement such that Lender may terminate the Account as stated in the d "Possible Actions" section of the Agreement; or (c) Borrower's failure to comply with the terms of any Security Interest having priority over this Mortgage such that Lender may terminate the Account as stated in the d "Possible Actions" section of the Agreement.

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 of the undersigned. If this Mortgage is signed by two or more persons, the obligations and Security Interest created by this Mortgage shall be cumulative and in addition to any other remedies provided by law, each person who signs this Mortgage is responsible for keeping all of the promises made by this Mortgage. 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 a collateral owner only, that person will not be required to pay any amount under the Agreement, but will have the right to grant, convey, mortgage and warrant any rights that person has in the Property. Also, Borrower may agree to extend, modify, forbear, or make any accommodations with regard to the Non-Owner Mortgage without such collateral owner's consent.

If Borrower 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 notice and may foreclose this Mortgage by judicial proceeding and may avail itself of all other rights and remedies under applicable law. Lender shall give notice to Borrower prior to acceleration of the Account on under Section 9 unless Applicable Law provides otherwise). The notice shall specify (a) the date the notice is given to Borrower, by which the default must be cured; and (d) the date 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 cure the 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 Security Instrument without further notice 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, recording and attorneys' fees and costs of title evidence. In the event of any foreclosure or other sale

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Mortgage by virtue of judicial proceedings, advertisement, or otherwise, the Property may be sold, one parcel and in an entirety, or in such parcels, manner, or order as the Lender in its discretion may elect.

Borrower shall not assign or transfer the Property or any beneficial interest in the Property by deed, contract for deed, installment sales contract, escrow agreement, or other means, or in any manner whatsoever, without Lender's prior written consent. Lender's written consent is not required in the following circumstances:

- the creation of a lien or other encumbrance subordinate to Lender's Security Interest which does not relate to a transfer of rights of occupancy in the Property (provided that such lien or encumbrance is not created pursuant to a contract for deed);
- the creation of a purchase-money Security Interest for household appliances;
- a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant in common; or
- the granting of a leasehold interest which has a term of three years or less and which does not contain an option to purchase (that is, either a lease of more than three years or a lease with an option to purchase violates this provision);

except a transfer in which the transferee is a person who occupies or will occupy the Property, which is:

- a transfer to a relative resulting from the death of Borrower;
- a transfer where the spouse or child(ren) becomes an owner of the Property; or
- a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or

a transfer into an inter vivos trust in which Borrower is and remains the beneficiary and occupant of the Property, unless, as a condition precedent to such transfer, Borrower refuses to provide Lender with reasonable means acceptable to Lender by which Lender will be apprised of timely notice of any subsequent transfer of the beneficial interest or change in occupancy.

Borrower shall pay to Lender on the day the Minimum Payments are due under the Agreement, until the Agreement is paid in full, a sum (the "Funds") to provide for payment of the due for property taxes and assessments and other items which can attain priority over the lien of the mortgage as a first lien 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 property taxes, premiums, Community Association Dues, Fees, and Assessments, if any, and other items, these fees and assessments shall be an Escrow Item.

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Agreement.

10. 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 the Funds for any or all Escrow Items at any time. Any such waiver may be in writing. In the event of such waiver, Borrower shall pay directly, when and where required, 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 the period as Lender may require. Borrower's obligation to make such payments and to furnish receipts shall for all purposes be deemed to be an obligation of the Borrower in this Agreement as if the phrase is used in Section 6. If Borrower is obligated to pay Escrow Items directly, Lender may, at any time, 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 this Agreement 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 10.

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

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.

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If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow 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.

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.

The loan secured by this Mortgage is subject to a law which sets maximum loan charges, and Lender has finally incorporated so that the interest or other loan charge collected or to be collected in connection with this loan does not exceed the permitted limits, then: (a) any such loan charge shall be reduced to the permitted limit; and (b) any sums collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender shall make this refund by reducing the outstanding Debt or by making a direct payment to Borrower.

This Mortgage and any actions arising out of this Mortgage, are governed by Illinois law to the extent that such law is not preempted by federal law. If any provision of this Mortgage is found to be unenforceable, the remaining provisions shall 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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for recording this Security Instrument, but only if the fee is paid to a third party for services rendered and the fee is permitted under Applicable Law.

Slow pay riders are to be executed by the Borrower:  
 Condo Unit Rider  Planned Unit Development Rider

RELEASING BORROWER HAS SIGNED AND DELIVERED THIS MORTGAGE AS OF THE ENTIRE KNOWLEDGE AND BELIEF OF THE LENDER, AND HEREBY RELEASING AND WAIVING ALL RIGHTS UNDER THE COOK COUNTY HOMESTEAD EXEMPTION LAWS OF THIS STATE.

\_\_\_\_\_  
 (Print Name)  
 MARCEL P KRAWCZYK

(Date) \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) \_\_\_\_\_

\_\_\_\_\_  
 (Print Name)  
 MARCEL P KRAWCZYK

(Date) \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) \_\_\_\_\_

State of \_\_\_\_\_  
 County of \_\_\_\_\_ ) ss.

This instrument was acknowledged before me this 17th day of February, 2006, by MARCEL P KRAWCZYK and MARCEL P KRAWCZYK

\_\_\_\_\_  
 Notary Public

Cook County,  
 My commission expires:



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Property of Cook County Clerk's Office

**B. LEGAL DESCRIPTION:**

LOT 12 IN BLOCK 4 IN E. S. CONWAYS RESUBDIVISION OF RANSON'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

OK