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3083

Illinois Anti-Predatory Lending Database Program



Doc#: 1201228002 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/12/2012 09:49 AM Pg: 1 of 8

Certificate of Exemption

**NORTH AMERICAN
TITLE CO.**

15821-11-01007K5

**Report Mortgage Fraud
800-532-8785**

The property identified as: **PIN: 09-35-122-029-0000**

Address:

Street: 518 South Lincoln Ave

Street line 2:

City: Park Ridge

State: IL

ZIP Code: 60068

Lender: TCF National Bank

Borrower: Robert Durkee and Aysem Durkee

Loan / Mortgage Amount: \$190,750.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the loan is a simultaneous HELOC.

S yes
P S
S N
M N
SC yes
E yes
INT N

Certificate number: C4A5BFE1-727A-4830-9ABC-8965C1D66C19

Execution date: 10/31/2011

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Return to: TCF NATIONAL BANK
 RETAIL LENDING DEPARTMENT
 555 EAST BUTTERFIELD ROAD
 LOMBARD IL 60148

SPACE ABOVE RESERVED FOR RECORDING DATA

COMMANDCREDIT PLUS[®] MORTGAGE

TCF NATIONAL BANK
 ILLINOIS RETAIL LENDING DEPARTMENT

Account Number: 092 043

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

ONE HUNDRED NINETY THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00 CENTS
 Dollars (\$190,750.00). This Mortgage is made this 31st day of October, 2011, by
ROBERT DURKEE and AYSEM DURKEE

Husband and Wife,

whose address is 5003 RAVENSWOOD AVE UNIT 1 CHICAGO IL 60640

(the "Borrower"), who grants, conveys, mortgages and warrants to TCF National Bank, a national banking association, 2508 South Louise Avenue, Sioux Falls, SD 57106 (the "Lender"), land and property in
Cook County, Illinois, described as:

SEE ATTACHED LEGAL DESCRIPTION - FILE NO 15821-11-01007K1-

PREPARED BY: JENNY NIEDOSPIAL 555 E BUTTERFIELD RD LOMBARD IL 60148

street address: 518 SOUTH LINCOLN AVENUE PARK RIDGE IL 60068
 PIN # 09-35-122-029-0000

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 this Mortgage, subject to any amendment as permitted by its terms ("Agreement"). 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 Borrower contained herein. "Protective Advance" is defined as a payment made by Lender for performance of covenants of Borrower pertaining to insuring or preserving the Property upon Borrower's failure to perform. 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 10/31/2026.

Borrower 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 senior Security Interest against the Property. "Security Interest" includes any lien, mortgage or other encumbrance.

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DEAN N. FUGATE, ESQ.
AGENT FOR Fidelity National Title Insurance Company
1433 W. HURON STREET
CHICAGO, IL 60642
PHONE: (312)624-9318

SCHEDULE C

FILE NUMBER: 15821-11-01007K1 -1

COMMITMENT NUMBER: .

LOT 1 IN MILSAV'S RESUBDIVISION OF PART OF BLOCK 6 IN WHITAKER'S PARK RIDGE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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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 Borrower'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 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, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim 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 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 Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of 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.**
5. That if all or part of the Property is condemned or taken by eminent domain, Borrower 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, Borrower will still have to make regular monthly payments until the Debt is satisfied.
6. That 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 report made after any Default, may be added to the Debt as a Protective Advance.
7. That the term "Default" means (a) Borrower's failure to comply with the terms of this Mortgage such that Lender may terminate the Account as stated in the "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 "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 "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 granted 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 Borrower. 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, Borrower may agree to extend, modify, forebear, or make any accommodations with regard to the Note or Mortgage without such collateral owner's consent.
8. 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 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 prior to acceleration following Borrower's breach of any covenant or agreement in this Security (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, 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 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 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

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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.

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

- (a) 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);
- (b) the creation of a purchase-money Security Interest for household appliances;
- (c) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
- (d) 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);
- (e) a transfer, in which the transferee is a person who occupies or will occupy the Property, which is:
 - (i) a transfer to a relative resulting from the death of Borrower;
 - (ii) a transfer where the spouse or child(ren) becomes an owner of the Property; or
 - (iii) 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
- (f) 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 assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy.

10. That the 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 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 / homeowners 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 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 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 10.

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 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 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.

- 11. That 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.

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

- 12. already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the outstanding Debt or by making a direct payment to Borrower.

- 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.

That upon payment 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 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, BORROWER HAS SIGNED AND DELIVERED THIS MORTGAGE AS OF THE DATE FIRST WRITTEN ABOVE, AND HEREBY RELEASING AND WAIVING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THIS STATE.

Borrower:

Robert Durkee
(signature)
ROBERT DURKEE

(type or very clearly print name)

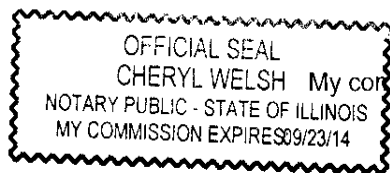
Aysem Durkee
(signature)
AYSEM DURKEE

(type or very clearly print name)

State of Illinois
County of Cook) ss.

The foregoing instrument was acknowledged before me this 31st day of October, 2011, by ROBERT DURKEE and AYSEM DURKEE
Husband and Wife

Cheryl Welsh
Notary Public
County, _____





Like Clockwork®

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www.nat.com/illinois/ EMAIL: escrow@nat.com

NATC File #

ALTA STATEMENT

Page 1 of 2

15821-11-01007K5

AFFIDAVIT OF TITLE**AFFIDAVIT FOR TENANTS BY THE ENTIRETY**

The undersigned mortgagors certify that the mortgage or trust deed to be insured, by this policy and the notes or bonds secured thereby are good and valid in all respects and free from all defenses and that any persons purchasing said notes or bonds, or any of them, or otherwise acquiring any interest therein may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the legal holder of said securities to sell, purchase or otherwise dispose of the same freely at any time, and so as to insure the purchasers, transferees or pledgees thereof against any claim of defense thereto by the heirs, personal representatives or assigns of said makers. Said mortgagors certify that the signatures on said instruments are true and authentic.

If title will be taken as tenants by the entirety the undersigned make the following representations: The undersigned Mortgagors/Buyers are married and married to each other and the marriage when contracted, was valid at the time of the contract or subsequently validated by the laws of the place in which it was contracted or by the domicile of the parties and is not contrary to the public policy of the State of Illinois. The land described in the aforesaid title insurance policy is improved with a structure containing no more than four residential dwelling units. The parties, upon delivery of title to them, intend to physically occupy said structure or a unit thereof, within 30 days of such delivery and such property will be occupied by the undersigned as their primary domicile. The parties are not transferring title to the land described in the aforesaid policy into tenancy by the entirety with the intent to avoid an existing debt.

The undersigned certify that no labor or material have been furnished to the subject property within the last six months; that if any labor or material has been provided within the last six months, it has been paid for and all contracts for the furnishing of labor or materials have been completed; that any contractor's statements or lien waivers furnished NORTH AMERICAN TITLE COMPANY(r) or the lender are accurate and authentic; that all management fees are paid in full.

That the parties to this transaction never made an assignment for the benefit of creditors, have never been involved in bankruptcy or insolvency proceedings and that there are no judgments or proceedings in any courts of the U.S. or of the State of Illinois which, can constitute a lien or charge upon said real estate; and that there are no claims or causes of action which have accrued against the affiants; that there are no divorce proceedings in any jurisdiction against any of the affiants which, may adversely affect title to this property.

That the parties to this transaction have not done anything or suffered anything to be done whereby the title to the property insured by this policy has become in any manner impaired, clouded or encumbered other than appears in the commitment for title insurance. That there are no mortgages, trust deeds or other liens, recorded or unrecorded, which affect the title to this property other than those that appear in the commitment for title insurance. If the mortgagee(s) or lien claimant(s) fail to issue a release in a timely fashion the party(ies) obligated for the payment of the lien(s) shall hold NORTH AMERICAN TITLE COMPANY(r) harmless.

The owner(s) certify that during the period of ownership of said property the boundary lines to the same have never been questioned or disputed; that the location of the improvements thereon are within the lot lines and that there are no encroachments of driveway, fences or other structures from or onto adjoining property; that all building and zoning ordinances and all restrictions, covenants, conditions, and building lines affecting said property have been complied with; that all utility bills, weed liens, homeowners' association bills and other obligations to the property are paid; that there are no chattel mortgages, conditional bills of sale, assignments of beneficial interests in land trusts to secure debts or financing statements affecting any appliances, equipment or fixtures now installed on said premises; that there are no special assessments, lien sales, tax sales or drainage district assessments other than those shown on the commitment for title insurance; that there are no real estate contracts pending or outstanding covering this property.

The undersigned parties are in possession.

If this is a FHA or VA insured transaction, the parties hereby certify and agree that they have done nothing, which would cause the FHA or VA to refuse to insure this loan. That in the event the FHA or VA refuses to insure this loan, the parties will do everything necessary to secure the insurance and will hold the lender and NORTH AMERICAN TITLE COMPANY(r) harmless in the event the loan is not insured.

The owner(s) certify that no new or added improvements were constructed on the property in the previous calendar year from which, a tax lien may arise on this years' warrant. No building permit was applied for during the previous calendar year and no certificate of completion or certificate of occupancy was applied for or issued at any time during that year.

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NORTH AMERICAN TITLE COMPANY

www.nat.com/illinois/ EMAIL: escrow@nat.com

NATC File #:
15821-11-01007K5

**ALTA STATEMENT
AFFIDAVIT OF TITLE
AFFIDAVIT FOR TENANTS BY THE ENTIRETY**

Page 2 of 2

The undersigned hereby certify that all transfer taxes have or will be paid and that all municipal inspections, if any, required by local ordinance have been completed.

If the subject property is business property the undersigned purchaser(s) or transferee(s) hereby certifies that he/she/they have reported or will report this sale as required by the Illinois Income Tax Act.

The transferror(s) (Sellers) certify that he/she/they are not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate. The transferee(s) (Buyer) have secured the certification of the transferror(s) (Sellers) called for by Section 1445 of the Internal Revenue Code or the certification is not required by reason of the transferred property being residence to be occupied by the transferee(s) (Buyers) and the amount being realized for the property does not exceed \$200,000.00; or the transferee(s) have received a qualifying statement from the transferror(s) (Sellers) as described in Section 1445 of the Internal Revenue Code.

The transferror(s) (Sellers) are required by law to provide NORTH AMERICAN TITLE COMPANY(r) with the transferror(s) (Sellers) correct taxpayer's identification number. Failure to provide the correct taxpayer's identification number may result in civil or criminal penalties imposed by law.

The parties to the transaction make these statements to induce NORTH AMERICAN TITLE COMPANY(r) to close this transaction and issue a policy of the title insurance and to induce the lender and buyer to consummate this transaction.

State exceptions, if any:

Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer's identification number.

MORTGAGOR(S) / BUYER(S)

RS
ROBERT S. DURKEE

SSN/TIN: _____

Aysem Balkose Durkee
AYSEM BALKOSE DURKEE

SSN/TIN: _____

SELLER(S)

SSN/TIN: _____

SSN/TIN: _____

TRUSTEES

The above statements are made by _____

not personally but as Trustee under the trust agreements known as trust #: _____ on the above date by virtue of the written authority and direction of the beneficiaries under the trust.

SSN/TIN: _____

The above statements are made by _____

not personally but as Trustee under the trust agreements known as trust #: _____ on the above date by virtue of the written authority and direction of the beneficiaries under the trust.

SSN/TIN: _____

The undersigned lender certifies that the proceeds of the loan to be insured by this policy were fully disbursed to or on the order of the mortgagor(s) 31st day of October, 2011, and that the best of the undersigned's knowledge the proceeds are not to be used to pay for future improvements or repairs.

Loan #: **092-043-6214035**

Signed: _____