State of Illinoi County of COOK FEBRUARY 16 . 1989 € 2075€56

THIS MORTGAGE SECURES A REVOLVING LINE OF CFEDIT UNDER WHICH ADVANCES, PAYMENTS, AND READVANCES MAY BE MADE FROM TIME TO TIME. THE MAXIMUM AMOUNT OF THE LINE OF CREDIT WHICH MAY BE SECURED AT ANY ONE TIME IS

1. Legal Description. This document is a mortgage on real estate located in

County.

State of Hinois (called the "Land"). The Land's legal description is:

LOT 17 IN CITATION LAKE ESTATES UNIT NUMBER 4, BEING A SUBDIVISION IN SECTION 17 AND SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 04-13-406-005

3724 WHIRLAWAY Dr. Northbrook, IL

altions. In this accurrings, the following definitions apply.

"Mortgage": This document? call the "Mortgage".

"Borrower": STEPHEN SPIWAK AND MARCY SPIWAR, HUSBAND AND WIFE

will be called "Borrower".

Borrower's address is shown below.

"Lender": TCF Banking and Savings, FA. (iii) be called "Lender". Lender is a corporation which was formed and which exists under the laws of the United States of America, Lendur's incress is 801 Marquette Avenue, Minneapolis, Minnesota 55402.

"Agreement": The CommandCredit Line Agreement signed by one or more Borrower and dated the same date as this Mortgage will be called the "Agreement". Under the Agreement, any Bor ower signing the Agreement has a revolving line of credit called the "Account". The lows such a Borrower to obtain Loan Advences from the Account, make payments, and obtain readvances. Under the Agree-Agreement a ment, such a Borrower may request Loan Advances frum the Lander at any time until the final due date, shown in section 3 below.

"Property"; The property that is described in section of a Critied the "Property".

Final Due Date. The scheduled date for final payment of inhat Borrower owes under the Agreement is FEBRUARY 22, 1999.

4. Variable Annual Percentage Rate. The Annual Percentage Flate is the cost of Borrower's credit as a yearly rate. The Annual Percentage Rate Lender uses to figure Finance Charges will go up and doi. in. based on the highest U.S. prime rate listed daily in the Wall Street Journaturnder "Money Rates" (the "Index"). The Index may not be the lower to best rate offered by Lender or other lenders. If the Index becomes unavailable, Lender will select some other interest rate index as the lines and notify Borrower. Lender will change the Annual Percentage Rate the next business day (excludes Saturday, Sunday and legal holiday 12 for the Index changes so that it is always 2.40 percentage points above the Index. If the Annual Percentage Rate goes up or down, the Daily Periodic Rate will also go up or down. The maximum Annual Percentage Rate is 19.00 %. The minimum Annual Percentage Rate is 9.00 %. Since the Index is now 11.00 %, the initial Annual Percentage Rate for Borrower's Account is 13 - 40 %, which is a larry Percent Rate of 0.3671 %.

- Description of the Property. Borrower gives Lender rights in the following Property.
 - a. The Land, which is located at (address) 3724 WHIRLAWAY DRIVE, NORTHEROOK, IL 60062 . The Land has the legal description above in section 1.
- b. At buildings and all other improvements and features (such as plumbing and electrical equipment) that are now or will in the feature be located on the Land.
- c. All "easements, rights, hereditaments, appurtances, rents, royalties, and profits" that go along with the Land. These are rights that Borrower has as owner of the Land in other property.

MOTICE: See the other side for more contract terms. The Borrower agrees that the other side is a part of <i>Sin</i> Mortgage.	
By signing this Montgage, Borrower agrees to all of its har SEPHEN SPIWAK	BOTTOWER HARCY SPINAR 113.25
Borrower	Borrower
22	œ

STATE OF ILLINOIS

COUNTY OF

COOK

The foregoing instrument was acknowledged before me this

16TH day of FEBRUARY . 19 89.

STEPHEN SPIWAK AND MARCY SPIWAK, HUSBAND AND WIFE

by

SEAL OFFICIAL JOHN ROSSINI NOTARY PUBLIC STATE OF ILLINOIS VE/93 MY COMMISSION EXPIRES

Kasimi

LHD-76A (10/00) 6.L.

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LEGAL DESCRIPTION:

Property of Cook County Clerk's Office

UNOFFICIAL COP

- 6. Notice of Variable Rate of Interest. This Mortgage secures a line of credit that has a variable rate of interest. This means that the interest rate may increase or decrease from time to time, as explained in section 4.
- 7. Finance Charge. Borrower will pay a Finance Charge until Borrower has repaid everything owed under the Agreement. Lender figures the Finance Charge at the end of every monthly billing cycle. The monthly billing cycle runs from and including the first day of a month to and including the last day of that month. To figure the Finance Charge for a monthly billing cycle. Lender adds up the Finance Charges for each day in the billing cycle. To figure the Finance Charge for each day, Lender multiplies the Daily Periodic Rate times the Daily Balance of Borrower's Account on that day (for each day in the monthly billing cycle). Lender figures the Daily Periodic Rate by dividing the Annual Percentage by 265 (or 265 in any learning). age Rate by 365 (or 366, in any leap year). Lender determines the Daily Balance by first taking the beginning balance of Borrower's Account each day, adding any new Loan Advances, subtracting any payments or other credits to the Account and subtracting any unpaid Finance Charges and Other Charges. This gives Lender the Daily Balance for each day. Borrower pays a Finance Charge on Loan Advances beginning with the day they are made.
- 8. Transfer of Rights in the Property, Borrower mortgages, grants and conveys the Property to Lender subject to the terms of this Mortgage. This means that, by signing this Mortgage, Borrower is giving Lender those rights that are stated in this Mortgage and also those rights that the law gives to lenders who have taken mortgages on land. Borrower is giving Lender these rights to protect Lender from possible losses that might result if Borrower falls to keep the promises made in this Mortgage and in the Agreement.
- Termination of this Mortgage. If Borrower pay to Lender all of the amounts owed to Lender under this Mortgage and under the Agreement, and keeps all promises made in this Mortgage and in the Agreement, then Lender's rights in the Property will end. Lender will send Borrower a document stating this and Borrower can file it with the County in which the Property is located.
 - Promises of Borrower Borrower represents and warrants that:
- a. Borrower owns the Property;
 b. Borrower har the right to mortgage, grant, and convey the Property to Lender; and
 c. There are rack inns or charges outstanding against the Property except any mortgages that are currently shown in the office where real estate records are field for the County where the Property is located.

Borrower gives a gent /a warranty of title to Lender. This means that Borrower will be fully responsible for any losses which Lender suffers because someone other than Sorrower has some or the rights in the Property that Borrower represents and warrants to have. Borrower will delend ownership of the Property against any claims of such rights.

- Borrower's Promise to Av The Agreement. Borrower promises promptly to pay all amounts due on the Agreement.
 Borrower's Promise to Pry Charges and Assessment. Borrower promises to pay all present and future liens, taxes, assessments, utility bills, and other charge; or the Property, including any amounts on any prior mortgage, as they become due
- 13. Borrower's Promise to Bury Nuzard Insurance. Borrower promises to obtain a hazard insurance policy naming Lender as mortgage and which covers all buildings on the Proprinty. The insurance must be satisfactory to Lender and must cover loss or damage caused by fire and hazards normally covered by "extended overage" hazard insurance policies. The insurance must be in the amounts and for the periods of time required by Lender. Borrower will notify Lender promptly if there is any loss or damage to the Property. Lender may file a "Proof of Loss" form with the insurance company. Borrow er directs the insurance company to pay all "Proceeds" to Lender. "Proceeds" are any money that the insurance company owes to the Borrower under the policy. Unless Lender agrees in writing that the Proceeds can be used differently, the Proceeds will be applied to pay the am run. Borrower owes Lender.

If any Proceeds are used to reduce the amount which do rower owes Lender under the Agreement, Borrower will still have to make the regular payments under the Agreement until the entire amount Porrower owes is paid in full.

If Lender forecloses this Mortgage, anyone who buys the Property of the foreclosure sale will have all the rights under the insurance policy.

- 14. Borrower's Promise to Buy Flood Insurance. If the Land or any part of the Land is located in a designated official flood-hazardous area, the Borrower promises to buy flood insurance in the maximum aric ant available or the amount secured by this Montgage, whichever is less. Borrower agrees to direct that any money payable under the flocidir is urance will be paid to Lender, but Borrower will still have to make regular payments under the Agreement until the entire amount Borrower owns is paid in full.
- 15. Borrower's Promise to Maintain the Property. Borrower promises that Borrower won't damage or destroy the Property. Borrower also promises to keep the Property in good repair. If any improvements are mildr in the Property. Borrower promises that they won't be removed from the Property.
- 16. Lander's Right to Take Action to Protect the Property. If (1) Borrower does not keep the promises and agreements made in this Mortgage, or (2) someone (Borrower or anyone else) begins a legal proceeding that n ay significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, or to condemn the Property), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions or direction may include, for example, paying any amount due under any prior mortgage, appearing in court, paying reasonable attorneys. e.g., and entering on the Property to make

Borrower promises to pay Lender all amounts that Lender pays under this section. If Lender pays an obligation, Lender will have all of the rights that the person Lender paid would have had against Borrower. This Mortgage covers all these are funds that Lender pays, plus interest at the rate that is figured as if the moony had been given under the Agreement, or if that rate violates the law, then at the highest rate that the law allows.

- 17. Lender's Rights. Any failure or delay by Lender in enforcing the rights that this Mortgage or the law give Ley Annt cause Lender to give up those rights. Lander may exercise and enforce any of its rights until the Mortgage ends. Each right that this We rights to Lender is separate. Lender may enforce and exercise them one at a time or all at once.
- 18. Joint Borrowers. Each person that signs this Mortgage is responsible for keeping all of the promises made by "Corrower". Lender may choose to enforce its rights against anyone signing the Mortgage as an individual or against all of them. However, if contended this Mortgage, but did not sign the Agreement, then that person will not be required to pay any amount under the Agreement, but will have signed only to give Lender the rights that person has in the Property under the terms of this Mortgage.
- 19. Notices. Unless the law requires differently, or unless Borrower tells Lender differently, any notice that must be given to Borrower will be delivered or mailed to Borrower at the address shown in section 5. Notices that must be sent to Lender will be given by mailing them to Lander's address shown in section 2. Any notice will be "given" when it is mailed, or when it is delivered according to this paragraph.
- 20. Setting the Property. Borrower agrees not to sell or transfer all or any part of the Property, or any rights in the Property, without the Lender's written consent. This includes sale by Contract for Deed.
- No Defaults Under Prior Mortgages. If there is already a mortgage against the Property, the Borrower promises that there will never be a default under that mortgage.
- 22. No Other Mortgages. Borrower agrees not to mortgage all or any part of the Property or allow anyone else to have a lien on the Property without the Lander's written consent.
- Lender's Remedies Foreclosure. If Borrower talls to keep each and every promise made in this Mortgage and in the Agreement. including the promise to pay everything owed to Lander when it is due, or if Borrower breaches any representation or warranty in this Mortgage, Lender may demand that Borrower immediately pay the entire amount that hasn't been paid under the Agreement and the Mortgage. This is called "acceleration", Lender may accelerate without making any further demand for payment. However, Lender will first send Borrower a written notice by certified mail which states:
 - a. The promise that Borrower failed to keep or the representation or warranty that Borrower breached:
 - b. The action Borrower must take to correct that failure:
- c. The date, at least 30 days away, by which the failure must be corrected:
 d. That if Borrower doesn't correct the failure by the date stated in the notice, Lender will accelerate, and if Borrower doesn't pay, Lender or another person may buy the Property at a foreclosure sale;

SAL 10

Minneapolis, Min , 25 xxx 55402 eunavA atteupreM 106 TCF Banking and Savings, FA This instrument was drafted by:

27. Paragraph Headings. The headings of the paragraphs are for convenience only, and are not a part of this Mortgage.

regular monthly payments until everything Borrower owes is paid. can be used differently. If Lender uses the money to reduce the amount Romower owes under the Agreement. Borrower will still have to make money to Lender Lender will apply the money to pay the amount Borrower owes Lender, unless Lender agrees in writing that the proceeds 26. Condemnetion, it all or part of the Property is condemned, Borrower directs the party condemning the Property to pay all of the

up the homesteed exemption right for all deims arising out of this Mongage. This includes Borrower's right to demand that property other Borrower's homesteed that has been mongaged to Lender be foreclosed first, before the homesteed is foreclosed. 25. Welver of Homesteed, Under the exemption laws, Borrower's homesteed is usually tree from the claims of creditors. Borrower gives

At have Borrower's rights and will be obligated to keep all of the promises Borrower made in this Mortgage. If another person takes over Lender's rights or obligations under this Mortgage, Borrower will not be refereed. Any person or organization who takes over Lender's rights or obligations under this Mortgage. Another and must keep all of Lender's obligations under this Mortgage. 24. Obligations After Assignment. Any person who tales over Borrower's right or obligations under this Mortgage with Lender's consent

to the amount Borrower owes under this Mortgage, and to the costs of the foredosure and Lander's attorneys' tees. attorneys' fees and costs for the foredosure in the maximum amount allowed by law. Lender will apply the proceeds of the foreclosure sale Lender may accelerate. If Lender accelerates, Lender may foreclose this Mortgage according to law. Borrower also agrees to pay Lender's or eny rights in the Property without Lender's written consent. If the Borrower does not correct the lastine by the date stated in the notice Lander need not send the notice if the promise Borrower failed to keep consists of Borrower's sale or transfer of all or a part of the Property

"UOGRAGASON"

- or That Borrower may bring sult in court to argue that all promises were kept and to present any other defenses Borrower has a
 - e. That the Borrower may necretate the Mortgage after acceleration; and