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This mortgage is prepared by:
TCF CONSUMER FINANCIAL SERVICES, INC.
(Name)

91659533

(Address)
1402 WINSTON PLAZA
MELROSE PARK IL 60160

MORTGAGE



THIS MORTGAGE is made this 12TH day of DECEMBER 19 91 between the Mortgagor, JOSEPH M DECOLA, DIVORCED AND NOT YET REMARRIED (herein "Borrower"), and the Mortgagee,

TCF CONSUMER FINANCIAL SERVICES, INC., a corporation organized and existing under the laws of THE STATE OF MINNESOTA whose address is 801 MARQUETTE AVE, MINNEAPOLIS, MN 55402 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 11,000.00 which indebtedness is evidenced by Borrower's note dated DECEMBER 12, 1991 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on DECEMBER 17, 2001

To SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 17, AND 18 IN BLOCK 11 IN H.O. STONE'S NORTHLAKE ADDITION BEING A SUBDIVISION OF ALL THAT PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF WHAT IS COMMONLY KNOWN AS LAKE STREET IN TOWN OF PROVISO (EXCEPT THAT PART LYING ALONG THE WEST LINE OF SAID PREMISES CONVEYED TO CHICAGO AND NORTHWESTERN RAILROAD) COOK COUNTY, ILLINOIS.

PIN # 15-06-210-043-0000

91659533

IC10181

DEPT-31 RECORDING \$17.50
T#2222 TRN 3606 12/16/91 12:32:00
#6104 #2 #91-659533
COOK COUNTY RECORDER

RIDER ATTACHED HERETO IS MADE A PART HEREOF.

134 S LIND AVE, NORTHLAKE
which has the address of 60164 (Street) (City)
Illinois (herein "Property Address");
(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

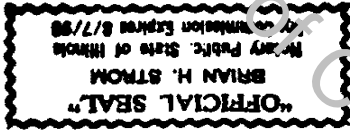
Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

096-060-0015032

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(Space Below This Line Reserved for Lender and Recorder)

Property of Cook County Clerk's Office



Brian H. Strom
Notary Public
day of DECEMBER 12TH 1991

My Commission expires:

Given under my hand and official seal, this

free voluntary act, for the uses and purposes therein set forth.

personally known to me to be the same person(s) whose name(s) appeared before me this day in person, and acknowledged that he subscribed to the foregoing instrument, signed and delivered the said instrument as

JOSEPH M. DECOLA

BRIAN H. STROM

, a Notary Public in and for said county and state, do hereby certify that

County ss:

STATE OF ILLINOIS,

-borrower

-borrower

Joseph M. Decola

JOSEPH M DECOLA

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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DUE-ON-TRANSFER RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

This Due-On-Transfer Rider is made this 12TH day of DECEMBER, 1991, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to TCF CONSUMER FINANCIAL SERVICES, INC. (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

134 S LIND AVE., NORTHLAKE, IL 60164 (Property Address)

AMENDED COVENANT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

IN WITNESS WHEREOF, Borrower has executed this Due-On-Transfer Rider.

Joseph M. Decola JOSEPH M DECOLA

(Seal) Borrower

(Seal) Borrower

TCF 181 1659533

VARIABLE RATE RIDER
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THIS VARIABLE RATE RIDER is made this 12TH day of DECEMBER, 19 91, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Variable Rate Note to TCF CONSUMER FINANCIAL SERVICES, INC. (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at: 134 S LIND AVE, NORTHLAKE, IL 60164

(Property Address)

The Note contains provisions allowing for changes in the interest rate whenever the "index rate" changes, and for annual adjustments to Borrower's payment amount, adjustments in the loan term or adjustment to Borrower's final payment amount.

ADDITIONAL COVENANTS.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

CHANGES IN PAYMENT SCHEDULE DUE TO INTEREST RATE CHANGES.

The Note provides for an initial annual interest rate of 11.90% and also provides for changes in the interest rate and payment schedule as follows:

Borrower's rate will be a variable annual rate of 4.40% in excess of the highest U.S. Prime Rate published the previous business day in the Wall Street Journal under "Money Rates" (the "index rate"). If the index is no longer published, Lender will select some other interest rate index which is comparable and will notify Borrower of the change. If, during the term of the Note, the index rate decreases, the interest rate will also decrease by the same amount. If the index rate increases, the interest rate will also increase by the same amount. Lender will recalculate and reset the annual interest rate each business day (excludes Saturday, Sunday and legal holidays), to reflect changes in the index rate. The interest rate will never be more than 21.75% per year or less than 9.00% per year. The interest rate in effect on the date 120 days before the final payment is due will be the rate Lender charges after that date.

Borrower's monthly payment will change annually on each anniversary date of the first payment due date. Lender will determine the amount of the monthly payment that would be large enough to repay the unpaid principal balance of the Note plus interest on that amount in full by the final payment due date. Lender will use the interest rate in effect on the date shown in the notice of payment change (referred to below) to make this calculation. If the Note has not been paid in full by DECEMBER 17, 2001, Borrower will pay the remaining unpaid principal and accrued interest in full on that date.

Borrower will continue to make regular monthly payments until the unpaid principal and interest due under the Note have been paid in full. Interest rate increases may extend the original payment schedule. If the Note has not been paid in full by

Borrower will pay the remaining unpaid principal and accrued interest in full on that date.

Borrower's final payment will be adjusted so that the unpaid principal and interest due under the Note will be paid in full.

NOTICE.

Lender will give to Borrower a notice of any changes in the payment at least 25 days (but no more than 120 days) before the date when the change becomes effective.

LOAN CHARGES.

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed a permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

LEGISLATION.

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Variable Rate Rider (other than this paragraph) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Variable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

IN WITNESS WHEREOF, Borrower has executed this Variable Rate Rider.

Joseph M. Decola (Seal)
JOSEPH M. DECOLA - Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

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