State of Illinois County of COOK FERRUARY 20 - 1991 **91**081044

IC05933

THIS MORTGAGE SECURES A REVOLVING LINE OF CREDIT 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

50 ,000 ,00 1. Legal Description. This document is a mortgage on real estate located in State of lilinois (called the "Land"). The Land's legal description is:

COOK

County.

THE SOUTH HALF OF LOT 22 IN RIVER FOREST LAND ASSOCIATION ADDITION TO RIVER FOREST IN THE NORTH EAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

DEPT-01 RECORDING T-1111 TRAN 8277 02/21/91 09:41:00 +7213 + A *-91-081044 COOK COUNTY RECORDER

2. Definitions. In this decoment, the following definitions apply. 'Mortgage": This docume t is called the "Mortgage".

TODD DRESSEL, UNMARRIED

will be called "Borrower".

Borrower's address is shown below.

"Lender": TCF BANK SAVINGS fsb will be called "Lender". Lender is a federal savings bank which was formed and which exists under the laws of the United States of America, Lender's a Idross is 801 Marquette Avenue, Minneapolis, Minnesota 55402.

"Agreement": The CommandCredit Plus Line Agreement signed by one or more Borrower and dated the same date as this Mortgage will be called the "Agreement". Under the Agreement, ar / Bo rower signing the Agreement has a revolving line of credit called the "Account". The Agreement allows such a Borrower to obtain Loan. \dvances from the Account, make payments, and obtain readvances. Under the Agreement allows such a Borrower to obtain Loan. ment, such a Borrower may request Loan Advances from the Lender at any time until the final due date, shown in section 3 below.

"Property": The property that is described in section 5 is called the "Property".

- 3. Final Due Date. The scheduled date for final payment or that Borrower owes under the Agreement is FERRUARY 25 / 2001
- 4. Variable Annual Percentage Rate. The Annual Percentage Rate 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 down, based on the highest U.S. prime rate published daily in the Wall Street Journal under "Money Rates" (the "Index"). The Index may not be inclosest or best rate offered by Lender or other lenders. If the Index becomes unavailable, Lender will select some other interest rate index, to the axtent permitted by applicable laws and regulations, as the Index and notify Borrower. Lender will change the Annual Percentage Rate the first business day (excludes Saturday, Sunday and legal holidays)

following the day that 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 3.9.00%. The minimum Annual Percentage Rate is 9.00%. Since the Index is now 9.00%, the initial Annual Percentage Rate for Borrower's Account is 3.4.40%, which is a Daily Periodic Rate 9.00%.

- 5. Description of the Property. Borrower gives Lender rights in the following Property:
 - a. The Land, which is located at (address) 751-01.1NTONPL, RIVER FOREST, IL 60305 The Land has the legal description s'n wn above in section 1.
- b. All buildings and all other improvements and fixtures (such as plumbing and electrical equipment), triat are now or will in the future be located on the Land.
- c. All "easements, rights, hereditaments, appurtances, rents, royalties, and profits" that go along with the L and. These are rights that Borrower has as owner of the Land in other property.

NOTICE: See the other side for more contract terms. The Borrower agrees that the other side is a part of this florigage.

By signing this Mortgage, Borrower agrees to all of its terms. 95081044 Borrowei Borrower SEAL OFFICIAL LES A. WINBOLT NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3/15/92 STATE OF ILLINOIS) 55. **COUNTY OF** conkThe foregoing instrument was acknowledged before me this 20TH FEBRUARY

by TODD DRESSEL, UNMARRIED

Notary Public BK15

LNO-76A (10/88) ILL.

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Property of County Clerk's Office

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- 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 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 fails to keep the promises made in this Mortgage and in the Agreement.
- 9. Termination of this Mortgage. If Borrower pays 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.
 - 10 Promises of Sorrower Borrower represents and warrants that:
 - a. Borrower owns the Property;
 - Borrower has the right to mortgage, grant, and convey the Property to Lender; and b.
- There are no chims or charges outstanding against the Property except any mortgages that are currently shown in the office where C. real estate records are flind for the County where the Property is located.

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

- Borrower's Promise to Pay The Agreement. Borrower promises promptly to pay all amounts due on the Agreement.
 Borrower's Promise to Pay Charges and Assessment. Borrower promises to pay all present and future liens, taxes, assessments, utility bills, and other charges or the Property, including any amounts on any prior mortgage, as they become due.
- 13. Borrower's Promise to Buy hazard innurance. Borrower promises to obtain a hazard insurance policy naming Lender as mortgagee, and which covers all buildings on the Propinty The insurance must be satisfactory to Lender and must cover loss or damage caused by fire and hazards normally covered by "extended coverage" hazard insurance policies. Borrower may obtain the insurance from any company that is authorized to do business in this state and that is acceptable to Lender. The insurance must be in the amounts and for the periods of time required by Lender. Borrower will notify Lend if promptly if there is any loss or damage to the Property. Lender may file a "Proof of Loss" form with the insurance company. Borrower 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 amount Borrower owns Lender.

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

If Lender forecloses this Mortgage, anyone who buys the Property at 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 and available or the amount secured by this Mortgage, whichever is less. Borrower agrees to direct that any money payable under the flood ir surance 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 For/ower won't damage or destroy the Property. Borrower also promises to keep the Property in good repair. If any improvements are made for the Property, Borrower promises that they won't be removed from the Property.
- 16. Lender'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 may 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 necessarily to protect the value of the Property and Lender's rights in the Property. Lender's actions under this y ction may include, for example, paying any amount due under any prior mortgage, appearing in court, paying reasonable attorneys' fersund entering on the Property to make repairs.

Borrower promises to pay Lender all amounts that Lender pays under this section. If Lender pays and bligation, Lender will have all of the rights that the person Lender paid would have had against Borrower. This Mortgage covers all these amount a that Lender pays, plus interest at the rate that is figured as if the money had been given under the Agreement, or if that rate violates the law, ther at the highest rate that the

- 17. Lender's Rights. Any failure or delay by Lender in enforcing the rights that this Mortgage or the law give it, v. if r it cause Lender to give up those rights. Lender may exercise and enforce any of its rights until the Mortgage ends. Each right that this Mortgage gives 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 someone signed 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 Lender'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. Selling 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.
- 21. 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 Lender's written consent.
- 23. Lender's Remedies --- Foreclosure. If Lender requires Borrower to pay the entire outstanding balance under the Agreement in one payment (called "acceleration") and Borrower fails to make the payment when due, then Lender may foreclose this mortgage as provided below. However, before accelerating, Lender will send Borrower a written notice by certified mail which states:
 - 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;

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Minneapóis, Minneata 55402 **BO1 Marquette Avenue** TOE BRUK SPAINGS ISD 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.

money to Lender, Lender will apply the money to pay the amount Borrower owes Lender, Linkes in writing that the proceeds can be used differently. If Lender uses the money to reduce the smount Borrower owes under the Agreement, Borrower will still have to make 26. Condemnation, it all or part of the Property is condemned, Borrower directs the party condemning the Property to pay all of the

25. Whilver of Homestead, Under the exemption laws, Borrower's homestead is usually tree from the claims of creditors. Borrower gives up the homestead exemption right for all claims arising out of this Montgage. This includes Borrower's right to demand that property other the homestead exemption right for all claims arising out of this hondage. This includes Borrower's right to demand that property other.

S4. Obligations Miles Assignment. Any person who takes over Borrower's right or obligations under this Mongage with Lender's consent will have Borrower's rights and will be obligations to leep all of the promises Borrower made in this Mongage. If another person takes over Lender's fortower's rights or obligations under this Mongage, Borrower will not be released. Any person or organization who takes over Lender's rights or obligations under this Mongage will be ander's rights and must keep all of Lender's obligations under this Mongage.

or any rights in the Property willoubless written construct the Borrows seator the failure by the date strike in the maintaining and to the Lander will be maintained to the forecast the failure by the date strike in the maintaining allowed by law Lander will apply the proceeds of the forecast will apply the proceeds of the forecast in the maintaining allowed by law Lander will apply the proceeds of the forecast reugel used us seud the notice if the promise Borrower falled to keep consists of Borrower's sale or transfer of all or a part of the Property

"UOUBLEIGHE 3019"

e. That the Borrower may bring suit in court to argue that all promises were kept and to present any other defenses Borrower has to