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This instrument was prepared by:

TCF BANK SAVINGS FSB
(Name)

91227189

1530 1/2 IRVING PARK ROAD
HANOVER PARK, IL 60103
(Address)

MORTGAGE

THIS MORTGAGE is made this 10TH day of MAY 19 91, between the Mortgagor, RICHARD A BUCK AND DONNA M BUCK, HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee,

TCF BANK SAVINGS FSB, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA whose address is 801 MARQUETTE AVE, MINNEAPOLIS, MN 55402 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 21,000.00 which indebtedness is evidenced by Borrower's note dated MAY 10, 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 MAY 15, 2006 ;

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 10 IN BLOCK 124 IN HOFFMAN ESTATES X, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF THE ABOVE DESCRIBED PROPERTY WHICH LIES NORTH OF THE SOUTH LINE OF HIGGINS ROAD) TOGETHER WITH RESUBDIVISION OF PART OF LOT 1 OF BLOCK 22 IN HOFFMAN ESTATES, 2, BEING A SUBDIVISION OF THAT PART LYING SOUTH OF HIGGINS ROAD (AS ROAD EXISTED ON AUGUST 30, 1926) OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #07-14-312-010-0000

DEPT-01 RECORDING \$17.00
T#1112 KAN 4678 05/14/91 09:26:00
\$1700 + A * - 91 - 227 139
COOK COUNTY RECORDER

RIDER ATTACHED HERETO IS MADE A PART HEREOF.

which has the address of 565 E. THACKER STREET, HOFFMAN ESTATES
60194 (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.

092-097-0005918

ILLINOIS-HOME IMPROVEMENT-1/80-FNMA/FHLMC UNIFORM INSTRUMENT

BOX 15

LND 38 (8/87) ILL.

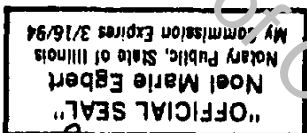
TL0186

North Little Rock 7149

91227189

1700

(Space Below This Line Reserved for Lender and Recorder)



Notary Public Noel Marie Egbert

My Commission expires:

Given under my hand and official seal, this 10TH day of MAY, 19 91

NOEL MARIE EGBERT, a Notary Public in and for said county and state, do hereby certify that personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free voluntary act, for the uses and purposes herein set forth.

STATE OF ILLINOIS, COOK County ss:

RICHARD A BUCK, HUSBAND AND WIFE

DONNA M BUCK

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

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.
20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without account only for those rents actually received.
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

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10. **Borrower Not Released. Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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terms of payment; such amounts shall be payable upon notice from Lender to Borrower requesting payment thereon. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

Property of Cook County Clerk's Office

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 10th day of MAY, 1971, 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 BANK SAVINGS FSB (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at: 565 E. THACKER STREET, HOFFMAN ESTATES, IL 60194 (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.

Richard A. Buck (Seal) Borrower
Richard A. BUCK
Lonna M. Buck (Seal) Borrower
LONNA M. BUCK

NOTE: SEE ICG 7149

Office

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VARIABLE RATE RIDER 7 1 3 9

THIS VARIABLE RATE RIDER is made this 10TH day of MAY, 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 BANK SAVINGS FSB

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:
565 E. THACKER STREET, HOFFMAN ESTATES, IL 60194

(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, ad-

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