

UNOFFICIAL COPY

MORTGAGE

092-080-6201420

State of Illinois  
County of COOK  
JULY 21 19 92



mail to: TCF BANK  
4833 N MILWAUKEE  
CHICAGO IL 60630

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 \$

45,000.00

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

D.M. LOT SIXTY FIVE ( 65 ) IN THE HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NO. 18, IN THE EAST HALF ( 1/2 ) OF THE SOUTHWEST QUARTER ( 1/4 ) OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

92540599

PIN # 13-28-307-009-0000

DEPT-11 RECORD-1 \$25.50  
T#4444 TRAN 3388 07/23/92 16:02:00  
#4186 # --92-540599  
COOK COUNTY RECORDER

2. Definitions. In this document, the following definitions apply. "Mortgage": This document is called the "Mortgage".

"Borrower": BOGUMILA RUDZINSKI F/K/A BOGUMILA CHMIELIK AND REMIGIUSZ RUDZINSKI, WIFE AND HUSBAND AS JOINT TENANTS 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 address 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, any Borrower signing the Agreement has a revolving line of credit called the "Account". The Agreement allows such a Borrower to obtain Loan Advances from the Account, make payments, and obtain readvances. Under the Agreement, 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 of what Borrower owes under the Agreement is JULY 27, 2002

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 the lowest or best rate offered by Lender or other lenders. If the Index becomes unavailable, Lender will select some other interest rate index, to the extent 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 19.00 %. The minimum Annual Percentage Rate is 9.00 %. Since the Index is now 6.00 %, the initial Annual Percentage Rate for Borrower's Account is 9.00 %, which is a Daily Periodic Rate of .02459 %.

5. Description of the Property. Borrower gives Lender rights in the following Property:

a. The Land, which is located at (address) 5231 W. PARKER, CHICAGO, IL 60639

The Land has the legal description shown above in section 1.

b. All buildings and all other improvements and fixtures (such as plumbing and electrical equipment) that are now or will in the future be located on the Land.

c. All "easements, rights, hereditaments, appurtenances, rents, royalties, and profits" that go along with the Land. 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 Mortgage.

By signing this Mortgage, Borrower agrees to all of its terms.

*Bogumila Rudzinski*  
Borrower BOGUMILA RUDZINSKI  
*Bogumila Chmielik*  
Borrower F/K/A BOGUMILA CHMIELIK

*Remigiusz Rudzinski*  
Borrower REMIGIUSZ RUDZINSKI  
Borrower

25.50



STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 21ST day of JULY, 1992.

by BOGUMILA RUDZINSKI F/K/A BOGUMILA CHMIELIK AND REMIGIUSZ RUDZINSKI, WIFE AND HUSBAND AS JOINT TENANTS

*[Signature]*  
Notary Public

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- e. That the Borrower may reinstate the Mortgage after acceleration; and
- f. That Borrower may bring suit in court to argue that all promises were kept and to present any other defenses Borrower has to acceleration.

Lender 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 or any rights in the Property without Lender's written consent. If the Borrower does not correct the failure by the date stated in the notice, Lender may accelerate. If Lender accelerates, Lender may foreclose this Mortgage according to law. Borrower also agrees to pay Lender's attorneys' fees and costs for the foreclosure in the maximum amount allowed by law. Lender will apply the proceeds of the foreclosure sale to the amount Borrower owes under this Mortgage, and to the costs of the foreclosure and Lender's attorneys' fees.

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

**25. Waiver of Homestead.** Under the exemption laws, Borrower's homestead is usually free from the claims of creditors. Borrower gives up the homestead exemption right for all claims arising out of this Mortgage. This includes Borrower's right to demand that property other than Borrower's homestead that has been mortgaged to Lender be foreclosed first, before the homestead is foreclosed.

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

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

This instrument was drafted by:  
TCF BANK SAVINGS (S)  
801 Marquette Avenue  
Minneapolis, Minnesota 55402

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