

## UNOFFICIAL COPY

MORTGAGE

092-080-6201420

State of Illinois  
 County of COOK  
 JULY 21, 1992



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.

- DEPT-11 RECORD-T \$25.50

**92540599**

PIN # 13-18-307-009-0000

- T#4444 TRAN 3388 07/23/92 14:02:00  
 - #4186 + \*\*-22-540599  
 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 readadvances. 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.

*Bohumila Rudzinski*  
 Borrower BOGUMILA RUDZINSKI

*Bohumila Chmielik*  
 Borrower F/K/A BOGUMILA CHMIELIK

*Remigiusz Rudzinski*  
 Borrower REMIGIUSZ RUDZINSKI

Borrower

25.50

"OFFICIAL SEAL"

BRIAN H. STROM  
 Notary Public, State of Illinois  
 My Commission Expires 8/7/99

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

*[Handwritten signature]*  
 Notary Public

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Property of Cook County Clerk's Office

92510693

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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 fsp

801 Marquette Avenue

Minneapolis, Minnesota 55402

92540599

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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 rates may increase or decrease from time to time, as explained in section 4.
7. **Principle Charges.** Borrower will pay a Principle Charge until Borrower repays everything owed under the Agreement. Lender may use the Principle Charge at the end of every month by billing Lender's checking account for each day. Borrower pays a Principle Charge on loan advances before charging any other charges.
8. **Termination of this Mortgage.** If Borrower fails to keep the promissory notes made by this Mortgage to Lender valid and under the terms of this Agreement, Lender may terminate the Mortgage for any reason.
9. **Borrower owns the Property.** There are no claims or changes outstanding against the Property except any mortgages that are currently shown in the office where real estate records are filed for the County of such rights.
10. **Promises of Borrower — Borrower represents and warrants that** Borrower keeps all documents stating this and Borrower can file it with the County in which the Property is located.
11. **Borrower's Promises to Pay — The Agreement.** Borrower promises promptly to pay all amounts due on the Agreement.
12. **Borrower's Promises to Pay — Changes and Assessments.** Borrower promises to pay all present and future taxes, taxes, assesses-
- meets, utility bills, and other charges on the Property, including any amounts on any prior mortgage, as they become due.
13. **Borrower's Promises to Buy — Hazard Insurance.** Borrower promises to obtain a hazard insurance policy covering all buildings on the Property, including Lender as mortgagee, hazard insurance policies, hazard liability coverage, fire and water damage caused by fire and hazards normally covered by "extra and ordinary coverage". Borrower may obtain loss of rent insurance from the insurance companies 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 Lender if there is any loss of damage to the Property. Lender may demand payment of the insurance company to Lender 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. The insurance must be in the amounts and for the periods of time required by Lender.
14. **Borrower's Promises to Buy Flood Insurance.** Anyone who buys the property at the foreclosure sale will have all the rights under the insurance policy.
15. **Borrower's Promises to Maintain the Property.** If any improvements are made to the Property, Borrower promises that they won't be removed from the Property.
16. **Lender's Promises to Protect the Property.** (1) Borrower owes under this section, Lender will pay an amount that Lender promises to pay Lender pays under this section. (2) Borrower (Borrower or anyone else) begins a legal proceeding that may do harm to Lender, but Borrower will still have all the promises made in this Agreement to protect the Property.
17. **Lender's Rights.** Any failure of Lender to exercise the rights that Lender has in enforcing the Mortgage until the Mortgage ends. Each right that Lender has in the law will still have all the rights that Lender has in giving up those rights. Lender may enforce the Mortgage until the Mortgage ends. Each right that Lender has in giving up those rights is limited to giving up those rights.
18. **Joint Borrowers.** Each person that signs this Mortgage is responsible for keeping all the Mortgage against the Property, unless Lender chooses to enforce the rights that person has in the Property under the terms of this Mortgage, but did not sign the Agreement, then that person will not be required to pay any amount. However, if someone signs the Mortgage, Lender may choose to enforce the rights that person has in the Property under the terms of this Mortgage.
19. **Notice.** Unless this law allows otherwise, any notice given to Lender will be given to Borrower. A written notice given to Lender is delivered to Borrower at the address shown in Section 5. Notices that must be given to Lender will be delivered to Borrower at the address shown in Section 2. Any notice will be "given" when it is delivered to Lender unless given to Lender without Lender's written consent.
20. **Selling the Property.** Borrower agrees all or any part of the Property or any rights in the Property, or any rights in the Property, without the consent of Lender, before a 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 all or any part of the Property or allow anyone else to have a lien on the Prop-
- erty without the Lender's written consent.
23. **Lender's Remedies — Foreclosure.** If Lender requires Borrower to pay the entire outstanding balance under this agreement (called "Acceleration"), Lender will send the Borrower a written notice by certified mail which states:
- b. The Borrower promises that Borrower failed to keep the property as a result of certain that failed;
- c. The date, at least 30 days away, by which the failure by the Lender must be corrected;
- d. The Lender may buy the Property as a result of the failure by the Borrower.