

TCF BANK
4833 N MILWAUKEE
CHICAGO IL 60630

TC 12880

92545950
RECORDED AND INDEXED AND FILED AND SERVED

TCF BANK SAVINGS FSB
CHICAGO

4833 NORTH MILWAUKEE AVENUE
CHICAGO, IL 60630

MORTGAGE

92545950

THIS MORTGAGE is made this 23RD day of JULY
19 92, between the Mortgagor, BASILIO MORALES AND JANET MORALES, HUSBAND AND WIFE
IN JOINT TENANCY (herein "Borrower"), and the Mortgagee,
TCF BANK SAVINGS FSB
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. \$ 32,905.90
which indebtedness is evidenced by Borrower's note dated JULY 23, 1992 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 AUGUST 11, 2002.

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 46 IN BLOCK 9 IN HOSMER AND MCKEEY'S SUBDIVISION OF BLOCKS 1 TO 6 AND 12
TO 16 IN THE SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2,
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY ILLINOIS.

FIN # 16-02-118-021-6000

DEPT-01 RECURRING
T8888E TRAN 1296 07/27/92 13:15:00
04251 # E 16-92-548950
COOK COUNTY RECORDER 631.50

RIDER ATTACHED HERETO IS MADE A PART HEREOF.

which has the address of 1354 N. HAMLIN,
which is in the state of Illinois
which is in the city of CHICAGO
which is in the county of Cook
which is in the zip code of 60622
(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances and rights 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 for 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.

092-680-0026286

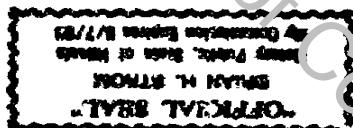
ILLINOIS STATE PROPERTY TAX 1992 FORMS FOR USE IN ILLINOIS

LAW OFFICES OF MCNAUL, LTD.

3/20
BHC

UNOFFICIAL COPY

—(2003年,第22卷第3期,总第133期第3页,原文略)



Given under my hand and affixed seal, this 25th day of July, 1992.

1. BRIAN H. STROM , a Notary Public in and for this County and State, do hereby certify that
BASILIO MORALS AND JANET MURKIN'S HUSBAND AND WIFE IN JOINT TENANCY
permanently known to me to be the same persons) whose names
appeared before me this day in person, and do acknowledge that they signed and delivered the said instrument
free voluntarily, for the uses and purposes therein set forth.
The undersigned delivered to the foregoing instrument.

STATE OF ILLINOIS,
Court of Appeals
Cook County

IN WITNESS WHEREOF, I have signed this 6th day of December, 1947.

四百三

REQUISITE FOR NOTICE OF DEFAULT
AND FOR TOSURE UNDERTAKING
MORTGAGES OR DEEDS OF TRUST

UNOFFICIAL COPY

16. Borrower Not Released; Successors by Lender. 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.

17. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

18. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

19. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

20. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

21. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

22. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinating to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage 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 or delivered 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.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

23. Acceleration; Remedies. Except as provided in paragraph 26 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

24. Borrower's Right to Reestate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses accrued by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unbroken. Upon each payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

25. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

UNOFFICIAL COPY

UNOFFICIAL COPY

In simple terms, because many make no cause to the trade resources entries upon and inspection provided that leader shall however make prior to any such inspection specifying reasonable cause therefore.

terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereon.

Botherer's and Landers' article agreement of application law.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if at any time the title to the property held by Borrower is commingled with the personalty of others, Lender's interest in the property shall be protected in accordance with such title insurance as may be required by the title company holding the title insurance policy.

In the organization of primary and secondary government, there must be a provision for the administration of justice, and for the protection of the people.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier has authority to collect the insurance proceeds as Lender's option either to repossess or to sell the property or a part of the property

or other securities agreements with a lessor which has priority over this Mortgagor.

The insurance carrier providing the insurance shall be entitled to approach the Board of Directors subject to the insurance provided by the insurance company.

assured minimum doses by little batches mixed with normal within the letter "extra added coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may designate.

Motographs and other devices, lines and markings distributed in the Prepper's which may attain a priority cover this assessment and establish parameters of ground control if any.

6. Peter Mortgages and Bonds of Trustee Lessor. Borrower shall perform all of Borrower's obligations under any mortgage and bonds of trustee lessor.

held by the Leader at the time of application is a ready guarantee that sums secured by this Mortgage.

Upon payment in full of all sums accrued by this Mortgagor, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 1 hereof the Property is sold or the Property is otherwise acquired by Lender, any Funds held by Lender shall apply, no later than immiedately prior to the sale of the Property or its acquisition by Lender.

the Funds shall be liable to pay to the Lender such sum as will be sufficient to pay all expenses, taxes, assessments, insurance premiums and ground rents as may be necessary to keep the property in good condition and repair.

If the above conditions, or the funds held by trustee, agree with the trustee monthly statements of funds payable prior to the due dates of each assessment premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such excess shall be at Bowdoin's option, deducted from his fees.

Borrower's any interest or claimings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are placed in a fiduciary security for the sums secured by this Mortgage.

any application for the funds, the Funds shall be available to the Fund for its purposes, and the Fund may apply for such amounts as it deems necessary for its purposes.

If Burrower pays funds to Leader, the funds shall be held in an institution the depositors of which are insured by a Federal agency (including Leader) under the deposit insurance laws of the United States.

lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obliged to make such payments if funds to lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

In fact, a sum named "runts," equals 1/400th of one million or one-half acre, and represents the area of land which may be expected to yield a maximum return per acre.

members' demands evidenced by the Note and late charges as is recorded in the Note.

11/26/01 TCF BANK
4833 N MILWAUKEE
CHICAGO, IL 60630

UNOFFICIAL COPY

I-12880

THIS VARIABLE RATE RIDER is made this 23rd day of JULY, 1991,
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:
1354 N. HAMPTON, CHICAGO, IL 60651

(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-
justments 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 9.00 %, and also provides for changes in the interest rate and payment schedule as follows:

Borrower's rate will be a variable annual rate of 10.40 % 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 not be more than 15.66 % per year or less than 9.00 % per year. The interest rate in effect on the date 120 days before the last 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 AUGUST 31, 2002, 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 DECEMBER 31, 2002, 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 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 of 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.

Barbara Morales _____

(Seal)
- Borrower

Janet Morales _____

(Seal)
- Borrower

Janet Morales _____

(Seal)
- Borrower

9234650

UNOFFICIAL COPY

Property of Cook County Clerk's Office

TCF BANK
4833 N MILWAUKEE
CHICAGO, IL 60630

UNOFFICIAL COPY

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 23RD day of JULY, 1992, 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:
1354 N. HAMLIN, CHICAGO, IL 60651
(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.

Basilio Morales
BASILIO MORALES

(Seal)
Borrower

Janet Morales
JANET MORALES

(Seal)
Borrower

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000-00000