

92-233270

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FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

DEPT-01 RECORDING \$27.50
T#6666 TRAN 0778 04/07/92 11:01:00
#7827 * -92-233270
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

KNOW ALL MEN BY THESE PRESENTS,

THAT TCF BANK SAVINGS FSB
801 Marquette Ave., Mpls, Mn. 55402

of the County of Hennepin and State of Minnesota, DO HEREBY CERTIFY that a certain Mortgage dated the 22nd day of July 1991, made by made by Ronald J. Gagliano and Kimberly D. Gagliano, Husband and Wife

to TCF BANK SAVINGS, FSB
and recorded as document No. 91-368573 in Book _____ at page _____ in the office of County recorder of Cook County, in the State of ILLINOIS is, with the notes accompanying it, fully paid, satisfied, released and discharged.

Legal Description of premises:
See attached

Permanent Real Estate Index Number(s): 13-07-133-029-1000

Address(es) of premises: 5237 N Newland, Norridge, IL 60656

is, with the note or notes accompanying it, fully paid, satisfied, released and discharged.

Witness _____ hand _____ and seal _____ this 18th day of March 1992.

Daniel G. Thorberg (REAL)

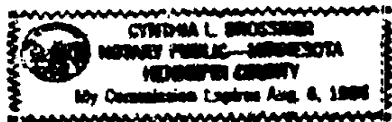
Julie K. Gilstad (REAL)

mail to:
Ronald J. Gagliano
5237 N. Newland
Norridge
Ill 60656

STATE OF Minnesota
COUNTY OF Hennepin } ss.

I, Cynthia Grossner
a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel G. Thorberg Vice President
Julie K. Gilstad Processing Officer
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that to he y signed, sealed and delivered the said instrument as above free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of March, 1992



Cynthia L. Grossner
Notary Public

Commission expires _____

This instrument was prepared by TCF Bank FSB 801 Marquette Ave. Mpls, Mn. 55402
(NAME AND ADDRESS)

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LOT 3 IN THE RESUBDIVISION OF LOT 20 IN BLOCK 6 IN WALTER G. MCINTOSH'S SECOND ADDITION TO NORTH HIGHLANDS, BEING A RESUBDIVISION OF LOT 6 IN SUPERIOR COURT PARTITION OF PART OF THE NORTH 1/2 OF SECTION 7, ALSO THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office

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COOK COUNTY CLERK'S OFFICE
PROPERTY OF COOK COUNTY CLERK'S OFFICE

Acct. No.

This agreement states the terms of your CommandCredit Plus Line. By signing below, you agree to all the terms of this agreement. The date of this agreement is

DEFINITIONS. In this agreement, the words "you" and "your" mean you, the borrower, and all other persons signing this agreement as co-borrowers. The words "we", "us", and "our" mean TCF Bank Savings Isb. Our address is 801 Marquette Avenue, Minneapolis, Minnesota 55402. "Account" and "Line" mean your CommandCredit Plus Line Account. "Check" means the CommandCredit Plus Line Checks provided to you, or any other form of loan request acceptable to us. "Loan Advance" means the advance of money or credit by us to anyone who presents one of your Checks to us, signed by you, and any other Loan Advance described in this agreement. A "Finance Charge" is the cost of your credit expressed in dollars, and is figured according to the terms of this agreement. "Closing Costs" are those costs described below in the section labelled "Closing Costs". The words "Other Charges" mean charges to your Account, other than Loan Advances and Finance Charges and Closing Costs, that you agree to pay under this agreement.

DRAW PERIOD & CREDIT LIMIT. We will make Loan Advances to you according to the terms of this agreement until the final due date shown below (under "Your Promise to Pay") up to the amount of your credit limit. The period before the final due date is your "Draw Period." The credit limit on your Account is \$

YOUR PROMISE TO PAY. You agree to repay all Loan Advances, Finance Charges, Closing Costs, and Other Charges on your Account when due. You agree to pay everything you owe us no later than days (but not more than 120 days) before the final scheduled payment is due, which is your final due date. We will give you notice at least 90

RATE. The Annual Percentage Rate is the cost of your credit as a yearly rate. The Annual Percentage Rate will change automatically during the term of this agreement based on changes in the highest U.S. prime rate published daily in the Wall Street Journal under "Money Rates". This rate is called the "Index". The Index is not the lowest or best rate offered by us or other lenders. If the Index becomes unavailable, we will select, to the extent permitted by applicable laws and regulations, some other interest rate index

that is comparable to the Index and notify you. To figure the Annual Percentage Rate, we add percentage points to the Index. We will change the Annual Percentage Rate on the first business day (excludes Saturday, Sunday and legal holidays) following the day that the Index changes. The maximum ANNUAL PERCENTAGE RATE is % Since the Index is now %, the initial ANNUAL PERCENTAGE RATE is % which is a Daily Periodic Rate of %.

Any increase in the Annual Percentage Rate will cause larger minimum monthly payments and may cause a larger amount due on the final due date. The Annual Percentage Rate shown above includes only finance charges and not other costs.

MORTGAGE. To protect us if you default under this agreement, you have given us a mortgage dated the same date as this agreement. The mortgage will be in the amount of your credit limit, and will cover property at this address:

We will not release the mortgage until you have paid us everything you owe us under this agreement and have cancelled this agreement. You promise to keep the above property insured for an amount and for a period of time reasonably required by us. You may purchase this insurance from any company you choose that is authorized to do business in Illinois and that is acceptable to us.

CLOSING COSTS. You agree to pay the following closing costs on the date of this agreement (we may add the costs to your Account as a Loan Advance, not as an Other Charge):

Recording/Filing Fees	\$	Survey/Plat Drawing	\$
Title Search/Insurance	\$	Other	\$
Appraisal	\$		

CREDIT LIFE INSURANCE

CREDIT LIFE INSURANCE IS NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. YOU MAY BUY ANY INSURANCE FROM ANYONE YOU CHOOSE OR YOU MAY USE EXISTING INSURANCE. ONLY THE PERSON SHOWN IN THE INSURANCE POLICY OR CERTIFICATE WILL BE COVERED.

- You want single credit life insurance at a monthly cost of \$ per \$1,000 of your Account balance for months.
- You want joint credit life insurance at a monthly cost of \$ per \$1,000 of your Account balance for months.

By signing, you state that you want the insurance indicated above. If you purchase insurance, we may, at our option, include the cost in your loan (as an Other Charge, not as a Loan Advance), or we may bill you for payment separately.

Signature _____ Date _____
By signing below, you state that you do not want credit insurance:
Signature *Kimberly D. Tadiano* Date *3/22/74*

YOUR PAYMENTS. Each month you must make a minimum payment equal to the Finance Charge for the monthly billing cycle or \$, whichever is greater, plus all past due amounts you owe and all of the Other Charges that have been charged against your Account. If the amount you owe us is less than \$, then you only need to pay us the amount you owe. You also agree to pay us any amount which is over your credit limit. Your Finance Charge for any month will never be more than \$. The minimum payment will not reduce the principal that is outstanding on your Line. After the Draw Period ends, you will no longer be able to obtain Loan Advances; you will then be required to pay the entire balance in a single "balloon" payment. All payments must be made at our address shown above, or at any other address that we give you notice of. All payments must be made in U.S. Dollars. You may prepay this agreement any time without penalty.

LATE AND RETURNED PAYMENT CHARGES. If we do not receive your minimum monthly payment on or before the 15th day after the due date shown on your monthly statement, we may charge and you agree to pay a late charge of 5% of the minimum monthly payment. If the 15th day is a Saturday, Sunday, or legal holiday, we will not charge you a late charge if we receive the minimum payment due on the next day that is not a Saturday, Sunday, or legal holiday. We will not charge you a late charge on unpaid Other Charges (other than insurance premiums) or past due amounts from previous billing cycles. We may charge and you agree to pay \$10 for each check or automatic payment withdrawal request that is returned unpaid. Late charges and returned payment charges will be added to the amount you owe us on your Account as an Other Charge, not as a Loan Advance.

LOAN ADVANCES. You can use your Account to get a Loan Advance by writing a Check. Each Loan Advance will be charged against your Account. Checks may not be written for less than \$500. Each of you may sign Checks. You are each fully responsible for all Loan Advances even if only one of you signs Checks. Checks may not be used to pay any amount you owe under this agreement. We will not return your Checks to you. If you want a copy of any Check, you will have to pay a fee of \$ for each copy. We will add the fee to your Account as an Other Charge, not as a Loan Advance.

ANNUAL PARTICIPATION FEE. You agree to pay us each year, in advance, a non-refundable annual participation fee of \$ for your participation in the CommandCredit Plus Line program. You agree to pay this fee whether or not you use the Account at any time during the year. Your first monthly statement will show the participation fee due for your first year in the program; this participation fee will be added to your Account as an Other Charge, not as a Loan Advance.

TAX DEDUCTIBILITY. You should consult a tax advisor regarding the deductibility of interest and charges for your Line.

NOTICE: SEE THE OTHER SIDE FOR IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS AND OTHER CONTRACT INFORMATION. YOU STATE THAT THE OTHER SIDE IS PART OF YOUR AGREEMENT WITH US. YOU STATE THAT YOU RECEIVED A COMPLETED COPY OF THIS AGREEMENT.

Ronald A. Cagle
Borrower RONALD A. CAGLE

Kimberly D. Tadiano

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FINANCE CHARGE. You will pay a Finance Charge on your Loan Advances. We figure the Finance Charge at the end of every monthly billing cycle. The monthly billing cycle runs from and including the 1st day of a month to and including the last day of that month. To figure the Finance Charge for a monthly billing cycle, we add up the Finance Charges for each day in the billing cycle. To figure the Finance Charge for each day, we multiply the Daily Periodic Rate times the Daily Balance of your Account on that day for each day in the monthly billing cycle. We figure the Daily Periodic Rate by dividing the Annual Percentage Rate by 365 (or 366, in any leap year). We figure the Daily Balance by first taking the beginning balance of your Account each day, adding any new Loan Advances, subtracting any payments or credits to the Account and subtracting any unpaid Finance Charges and Other Charges. You pay a Finance Charge on Loan Advances, beginning with the day they are made. You pay no Finance Charge on unpaid Finance Charges or Other Charges.

MONTHLY STATEMENTS. Each month we will send you a statement unless your Account has been inactive and you don't owe us any money or you owe us less than \$1 or we owe you less than \$1. The statement will show information about your Account, including the minimum amount you must pay and when it is due.

CREDIT LIMIT. Your credit limit is shown on the other side of this agreement. You agree not to write any Check that would cause the balance of your Account to exceed your credit limit. We do not have to pay any Check or make a Loan Advance that would cause the balance of your Account to exceed your credit limit, but if we do, you will have to pay us the excess as soon as we ask you to. You will owe an overline fee of \$15 for each monthly billing cycle in which you exceed or attempt to exceed your credit limit. We will add the fee to your Account as an Other Charge, not a Loan Advance.

APPLICATION OF PAYMENTS. Any payment you make to us will first be applied to any billed and unpaid Finance Charges, then to any Other Charges and fees due, then to any Loan Advances over your credit limit, and then to the remainder of your Account balance. You may obtain new Loan Advances to the extent your payments reduce your Account balance. Although we apply your payments to your Account in the order we describe them, the credit available to you because of your payments will be final only on the date the funds are collected by us. Credits for payments on your Account by check are subject to final payment by the institution on which the check is drawn.

FINANCIAL INFORMATION. Whenever we ask, you agree to furnish us with current information about your financial situation and the amount of any other debt you have given us as security.

POSSIBLE ACTIONS. We can terminate your Account, and require you to pay us the entire outstanding balance in one payment if:

- You engage in fraud, a material misrepresentation or a connection with the Law;
- You do not meet the requirements of this agreement;
- Your action or inaction adversely affects the property that secures your Account or our rights in the property.

We can refuse to make a Loan Advance if:

- You do not have a good credit record or you can reduce your credit limit;
- The value of the property securing the Loan declines significantly below its appraised value for purposes of the Loan;
- We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances;
- You are in default of a material obligation in this agreement;
- Government action prevents us from paying the annual percentage rate provided for, or impairs our mortgage interest such that the value of the mortgage security is less than 10% percent of the credit line limit;
- A regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice;
- The maximum annual percentage rate is reached.

YOUR ADDITIONAL OBLIGATIONS. You agree that you will comply with all provisions of the mortgage and any separate security agreement you have given us to secure your Account. You agree that you will comply with the terms of any other agreement you have with us.

COLLECTION FEES. To the extent permitted by law, you will pay reasonable attorney fees and other costs we incur to collect or foreclose on your Account.

RIGHT OF SET-OFF. We have the right to use any deposits, certificates of deposit, and accounts you have with us to satisfy what you owe us under this agreement, with or without notice to you.

CHANGE OF ADDRESS. We will send monthly periodic statements and other notices to you at the address shown for you in our bills. You must give us written notice at least 10 days before the end of your monthly billing cycle if you want us to change your billing address. On a paid account, we will send statements and notices to only one of you.

OUR OTHER RIGHTS. We do not delay or waive any of our rights when it comes to them.

AGREEMENT EFFECTIVE. If a Loan Agreement is used to make any Loan Advance under this agreement and you agree not to use your Account and you do not agree have the right to rescind this agreement pursuant to the Federal Truth-In Lending Act.

CANCELLATION. You may cancel your Account by notifying us in writing of your intent to cancel your Account by showing under "Possible Action" above. If you cancel your Account, you will have to pay us the full amount of any Loan Advances you owe us, including amounts you owe us but not yet billed to you. You will also have to pay any Other Charges and Finance Charges on Loan Advances your Account is carrying. But if we do, you will have to pay us the amount of any Other Charges and Finance Charges as soon as we ask you to.

SEVERABILITY. If any provision of this agreement is found to be unenforceable, all other provisions will remain in full force and effect.

GOVERNING LAW. This agreement is governed by the laws of the United States of America.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice explains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERROR OR DISPUTE ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us at the address shown at the address listed on your bill. Write to us as soon as possible. We must hear from you within 60 days after the bill is sent you the first time we send you a bill and we must appear to have been notified of the error or dispute within 90 days of the date we first sent you the bill.

In your letter, give us the following information:

- Your name and account number
- The name of the merchant or business to whom you bought the goods or services
- A description of the error and explain why you believe it is an error. If you need more information, describe the item you bought and the date.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must take prompt action on your notice. We must investigate the error or dispute. We must notify you in writing of our findings within 30 days of the date we receive your notice.

After we receive your notice, we must stop billing you for the amount in question until we have investigated the error or dispute. We may continue to bill you for the part of a bill you do not dispute. If you do not dispute the amount, we may continue to bill you for the part of your bill that you do not dispute.

We will not charge you more than the amount of the bill you do not dispute. We will not charge you for any collection charges, if we do not charge you more than the amount of the bill you do not dispute. We will not charge you for any other charges, if you do not charge you more than the amount of the bill you do not dispute. We will not charge you for any other charges, if you do not charge you more than the amount of the bill you do not dispute.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you do not pay the amount that we think you owe, we may report you as delinquent. We must tell you in writing that you have a right to dispute the amount that we think you owe. We must tell you in writing that you have a right to dispute the amount that we think you owe. We must tell you in writing that you have a right to dispute the amount that we think you owe.

If we do not follow these rules, we must explain the first \$50 of the questioned amount, even if your bill was correct.