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Mort  
TO

TCF Bank Illinois  
1420 Kensington #320  
Oakbrook, IL 60521

IC 26377

State of Illinois COOK  
County of

MAY 16 1994

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 \$ 65,000.00

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:

LOT 42 IN BLOCK 18 IN MILLER'S IRVING PARK ADDITION, BEING A SUBDIVISION OF LOTS 2 TO 6 INCLUSIVE AND 16 TO 20 INCLUSIVE AND PART OF LOT 21 IN FITCH AND HECOX'S SUBDIVISION OF THE NORTH EAST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FIN # 15-15-226-037-0000

DEPT-01 RECORDING \$25.50  
143373 TRAM 7106 (6/19/94 11151109)  
44924 EB # 94-448662  
COOK COUNTY RECORDER

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

"Borrower": VINCENT B O'DONNELL AND HARLENE O'DONNELL, HUSBAND AND WIFE  
will be called "Borrower".  
Borrower's address is shown below.

"Lender": TCF BANK SAVINGS fso 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 MAY 29 1999

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 is not the lowest or best rate offered by Lender or other lenders. If the Index becomes unavailable, Lender will select, to the extent permitted by applicable laws and regulations, some other interest rate index that is comparable to the Index and notify Borrower. If the Annual Percentage Rate goes up or down, the Daily Periodic Rate will also go up or down. To figure the ANNUAL PERCENTAGE RATE, we add .40 percentage points to the index rate in effect the previous business day ("Business day" does not include Saturdays, Sundays and legal holidays.) On each business day we will recalculate the ANNUAL PERCENTAGE RATE for this loan so that it is 2.40% (.40 percentage points) above the index published the previous business day. If the index rate changes, however, the ANNUAL PERCENTAGE RATE for this loan will change the next business day. The beginning index rate for this loan is 5.75% per year. The beginning ANNUAL PERCENTAGE RATE for this loan is therefore 6.15% per year, which is a Daily Periodic Rate of .02006%. The maximum ANNUAL PERCENTAGE RATE is 19.00%. The minimum ANNUAL PERCENTAGE RATE is 5.00%.

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

a. The Land, which is located at (address) 4504 N. ELSTON AVE., CHICAGO, IL 60630 94448662. 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 in other property that Borrower has as owner of the Land.

NOTICE: See pages 2 and 3 for more contract terms. The Borrower agrees that pages 2 and 3 are a part of this Mortgage.

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

*Vincent B O'Donnell*  
Borrower VINCENT B O'DONNELL

*Harlene O'Donnell*  
Borrower HARLENE O'DONNELL

Borrower

Borrower

STATE OF ILLINOIS )  
) ss.  
COUNTY OF COOK )

"OFFICIAL SEAL"  
TOMBOSLEY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7/19/97

*Tom Bosley* 6/15/94 7/19/97

The foregoing instrument was acknowledged before me this 16TH day of MAY, 1994.

by VINCENT B O'DONNELL AND HARLENE O'DONNELL, HUSBAND AND WIFE

*Tom Bosley*  
Notary Public



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Property of Cook County Clerk's Office

(Space Below This Line Reserved For Lender and Recorder)

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LEGAL DESCRIPTION:

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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 created by  
TCF BANK SAVINGS INC.  
801 Marquette Avenue  
Minneapolis, Minnesota 55402

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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 rate may increase or decrease from time to time, as explained in section 4.
7. **Finance Charge.** Borrower will pay a Finance Charge until Borrower has repaid everything owed under the Agreement. Lender figures the Finance Charge at the end of every monthly billing cycle. The monthly billing cycle runs from and including the first day of a month to and including the last day of that month. To figure the Finance Charge for a monthly billing cycle, Lender adds up the Finance Charges for each day in the billing cycle. To figure the Finance Charge for each day, Lender multiplies the Daily Periodic Rate times the Daily Balance of Borrower's Account on that day (for each day in the monthly billing cycle). Lender figures the Daily Periodic Rate by dividing the Annual Percentage Rate by 365 (or 366, in any leap year). Lender determines the Daily Balance by first taking the beginning balance of Borrower's Account each day, adding any new Loan Advances, subtracting any payments or other credits to the Account and subtracting any unpaid Finance Charges and Other Charges. This gives Lender the Daily Balance for each day. Borrower pays a Finance Charge on Loan Advances beginning with the day they are made.
8. **Transfer of Rights in the Property.** Borrower mortgages, grants and conveys the Property to Lender subject to the terms of this Mortgage. This means that by signing this Mortgage, Borrower is giving Lender those rights that are stated in this Mortgage and also those rights that the law gives to lenders who have taken mortgages on land. Borrower is giving Lender these rights to protect Lender from possible losses that might result if Borrower fails to keep the promises made in this Mortgage and in the Agreement.
9. **Termination of this Mortgage.** If Borrower pays to Lender all of the amounts owed to Lender under this Mortgage and under the Agreement, and keeps all promises made in this Mortgage and in the Agreement, then Lender's rights in the Property will end. Lender will send Borrower a document stating this and Borrower can file it with the County in which the Property is located.
10. **Promises of Borrower.** Borrower represents and warrants that:
  - a. Borrower owns the Property;
  - b. Borrower has the right to mortgage, grant, and convey the Property to Lender; and
  - c. There are no claims or charges outstanding against the Property except any mortgages that are currently shown in the office where real estate records are filed for the County where the Property is located.Borrower gives a general warranty of title to Lender. This means that Borrower will be fully responsible for any losses which Lender suffers because someone other than Borrower has some of the rights in the Property that Borrower represents and warrants to have. Borrower will defend ownership of the Property against any claims of such rights.
11. **Borrower's Promise to Pay.** The Agreement. Borrower promises promptly to pay all amounts due on the Agreement.
  12. **Borrower's Promise to Pay.** — **Changes and Assessments.** Borrower promises to pay all present and future fees, taxes, assessments, utility bills, and other charges on the Property, including any amounts on any prior mortgages, as they become due.
  13. **Borrower's Promise to Buy Hazard Insurance.** Borrower promises to obtain a hazard insurance policy naming Lender as mortgagee, and which covers all buildings on the Property. The insurance must be satisfactory to Lender and must cover loss or damage caused by fire and hazards normally covered by "extended coverage" hazard insurance policies. Borrower may obtain the insurance from any company 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 promptly if there is any loss or damage to the Property. Lender may file a "Proof of Loss" form with the insurance company. Borrower directs the insurance company to pay all "Proceeds" to Lender. "Proceeds" are any money that the insurance company owes to the Borrower, and in the policy. Unless Lender agrees in writing that the Proceeds can be used differently, the Proceeds will be applied to pay the amount Borrower owes Lender.If any Proceeds are used to reduce the amount which Borrower owes Lender under the Agreement until the entire amount Borrower owes is paid in full, regular payments under the Agreement until the entire amount Borrower owes is paid in full.
  14. **Borrower's Promise to Buy Flood Insurance.** If the Land, or any part of the Land is located in a designated official flood-hazardous area, the Borrower promises to buy flood insurance in the maximum amount available or the amount secured by this Mortgage, whichever is less. Borrower agrees to direct that any money payable under the flood insurance will be paid to Lender, but Borrower will still have to make regular payments under the Agreement until the entire amount Borrower owes is paid in full.
  15. **Borrower's Promise to Maintain the Property.** Borrower promises that Borrower won't damage or destroy the Property. Borrower also promises to keep the Property in good repair. If any improvements are made to the Property, Borrower promises that they won't be removed from the Property.
  16. **Lender's Right to Take Action to Protect the Property.** If (1) Borrower does not keep the promises and agreements made in this Mortgage, or (2) someone (Borrower or anyone else) begins a legal proceeding in bankruptcy, or to condemn the Property, or for whatever is necessary (such as, for example, a legal proceeding in bankruptcy, or to condemn the Property), if a Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender's actions under this section may include, for example, paying any amount due under any prior mortgage, appearing in court, paying reasonable attorney's fees, and entering on the Property to make repairs.Borrower promises to pay Lender all amounts that Lender pays under this section, if Lender has an obligation. Lender will have all of the rights that the person Lender paid would have had against Borrower. This Mortgage covers all the amounts that Lender pays, plus interest at the rate that is figured as if the money had been given under the Agreement, or if that rate violates a law, then at the highest rate that the law allows.
  17. **Lender's Rights.** Any failure or delay by Lender in enforcing the rights that this Mortgage or the law give Lender will not cause Lender to give up those rights. Lender may exercise and enforce any of its rights until the Mortgage ends. Each right that this Mortgage gives to Lender is separate. Lender may enforce and exercise them one at a time or all at once.
  18. **Joint Borrowers.** Each person that signs this Mortgage is responsible for keeping all of the promises made by "Borrower." Lender may choose to enforce its rights against anyone signing the Mortgage as an individual or against all of them. However, someone signed this Mortgage, but did not sign the Agreement, then that person will not be required to pay any amount under the Agreement, but will have signed only to give Lender the rights that person has in the Property under the terms of this Mortgage.
  19. **Notices.** Unless the law requires differently, or unless Borrower tells Lender differently, any notice that must be given to Borrower will be delivered or mailed to Borrower at the address shown in section 5. Notices that must be sent to Lender will be given by mailing them to the address shown in section 2. Any notice will be "given" when it is mailed, or when it is delivered according to this paragraph.
  20. **Selling the Property.** Borrower agrees not to sell or transfer all or any part of the Property, or any rights in the Property, without the Lender's written consent. This includes 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 not to mortgage all or any part of the Property or allow anyone else to have a lien on the Property, without the Lender's written consent.
  23. **Lender's Remedies — Foreclosure.** If Lender requires Borrower to pay the entire outstanding balance under the Agreement in one payment (called "acceleration"), and Borrower fails to make the payment when due, then Lender may foreclose this mortgage as provided below. However, before accelerating, Lender will send Borrower a written notice by certified mail which states:
    - a. The promise that Borrower failed to keep or the representation or warranty that Borrower breached;
    - b. The action Borrower must take to correct that failure;
    - c. The date, at least 30 days away, by which the failure must be corrected;
    - d. That if Borrower doesn't correct the failure by the date stated in the notice, Lender will accelerate, and if Borrower doesn't pay, Lender or another person may buy the Property at a foreclosure sale.

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MORTGAGE

THIS MORTGAGE is made this 13th day of May, 1994 between the Mortgagor, Waldemar Rawicki & Stanislaw Rawicki h/w, and Boleslaw Rawicki, a widow & not since remarried, as joint tenants (herein "Borrower"), and the Mortgagee, The Money Store/Illinois, Inc. a corporation organized and existing under the laws of ILLINOIS whose address is 7800 W. 95th Street, Suite 401 Hickory Hills, Illinois 60457 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$95,000.00 which indebtedness is evidenced by Borrower's note dated May 13, 1994 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 20, 2024 .

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 City of Chicago, Cook County State of Illinois:

LOT SIX (6) IN CHARLES M. HINKLEY'S SUBDIVISION OF LOTS FOUR (4) AND FIVE (5) IN WARNER'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION TWENTY TWO (22), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 13-22-407-033

05/13/94 11:51:00 \$27.50  
T033333 940505 05/13/94 11:51:00  
448663 94-448663  
COOK COUNTY RECORDER

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Being the same premises conveyed to the Borrower by deed of Soleslaw Rawicki dated the 3rd day of May, 1993, recorded on the 5th day of May, 1993 in Book Doc. # of Deeds, page 93333562 in the Cook County Office and which has the address of 4100 West Cornelia Chicago, Illinois 60641 (herein "Property Address");

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 in 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of 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.

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If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly 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 offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leases; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. 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.

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