

MORTGAGE

IC 28240

TCF Bank Illinois
1420 Kensington #320
Oakbrook, IL 60521

State of Illinois
County of Cook

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 \$ 200,000.00

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 100 IN MEADOWS SOUTH PHASE III, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTH WEST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 28, 1989 AS DOCUMENT NUMBER 9909102 IN COOK COUNTY, ILLINOIS.

PERIOD OF 20 YEARS (00/00/0000)

2. Definitions. In this document, the following definitions apply

"Mortgage": This document is called the "Mortgage".

"Borrower" HERMINIO ARTELLI and ALBA M. ARTELLI, HUSBAND AND WIFE.

will be called "Borrower"

Borrower's address is shown below

"Lender" TCF BANK ILLINOIS (sb) 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 for the purpose of receiving notices and making payments 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:

AUGUST 01, 2009

1. 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 U.S. prime rate published daily in the Wall Street Journal under "Money Rates" (the "Index"). (If the Wall Street Journal publishes more than one U.S. prime rate, the "Index" will be the highest such rate.) 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 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 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 6.25% per year. The beginning ANNUAL PERCENTAGE RATE for this loan is therefore 7.00% per year, which is a Daily Periodic Rate of 0.1944%. The maximum ANNUAL PERCENTAGE RATE is 12.00%. The minimum ANNUAL PERCENTAGE RATE is 7.00%.

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

a. The Land, which is located at (address) 1420 KENSINGTON DR, OAKBROOK, IL 60521

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.

[Signature of Herminio Artelli]

Borrower HERMINIO ARTELLI

[Signature of Alba M. Artelli]

Borrower ALBA M. ARTELLI

Borrower

Borrower

STATE OF ILLINOIS)
COUNTY OF COOK)

11/20/74

"OFFICIAL SEAL"
ANTHONY J. BERTTA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/31/08



The foregoing instrument was acknowledged before me this

20th day of AUGUST, 1974

by HERMINIO ARTELLI and ALBA M. ARTELLI, HUSBAND AND WIFE

[Signature of Notary Public]

Notary Public

UNOFFICIAL COPY

8. **Notice of Variable Rate of Interest.** The Mortgage is subject to a variable rate of interest that will be determined by the Lender. This means that the interest rate may increase or decrease from time to time as expressed in section 4.

9. **Finance Charge.** If the borrower fails to pay a scheduled payment, Borrower is responsible for the payment under the Agreement. Lender agrees to accept late payments of interest and principal on the Mortgage. *Home equity mortgage interest deduction.* The limit on the total amount of interest that can be deducted for a given year is the lesser of (a) the amount of interest actually paid during the year, or (b) the amount of interest that can be deducted for each year. Borrower pays interest on the mortgage under the Agreement. Lender agrees to pay the Equity Interest Rate based on the Daily Balance of Borrower's Account. The Equity Interest Rate is the sum of the Equity Interest Rate and the Equity Interest Rate based on the Daily Balance of Borrower's Account. The Equity Interest Rate based on the Daily Balance of Borrower's Account is the Equity Interest Rate based on the Daily Balance of Borrower's Account plus the Equity Interest Rate based on the Daily Balance of Borrower's Account. Borrower pays a finance charge on each advance, *except with respect to the advance.*

10. **Transfer of Rights in the Property.** Borrower is obligated to grant and convey the Property to Lender subject to the terms of this Mortgage. Lender agrees to pay the principal of the Mortgage. Borrower agrees to provide all the information that are stated in this Mortgage, and also those required by the agreement of Lender with respect to the mortgage. Lender agrees to provide all the information that are stated in this Mortgage, and also those required by the agreement of Lender with respect to the mortgage. Lender agrees to provide all the information that are stated in this Mortgage, and also those required by the agreement of Lender with respect to the mortgage.

11. **Termination of this Mortgage.** If Borrower pays to Lender all of the amounts owed to Lender under this Mortgage and Lender the Agreement, and keeps all the amounts made in this Mortgage and in the Agreement, then Lender's rights in the Property, and all Lender's obligations to Borrower, in this agreement shall terminate. If Borrower fails to keep the promise made in this Mortgage and in the Agreement,

12. **Promises of Borrower.** Borrower represents and warrants that:
a. *Borrower owns the Property,*
b. *Borrower has the right to grant and convey the Property to Lender, and*
c. *There are no liens, mortgages, judgments or other claims against the Property, except any mortgages that are currently in force in the office where real estate records are filed for the County where the Property is located.*

Borrower agrees to provide all the information that are stated in this Mortgage, and also those required by the agreement of Lender with respect to the mortgage. Lender agrees to provide all the information that are stated in this Mortgage, and also those required by the agreement of Lender with respect to the mortgage.

13. **Borrower's Promise to Pay.** *The Agreement.* Borrower promises promptly to pay all amounts due on the Agreement.

14. **Borrower's Promise to Pay.** *Charges and Assessments.* Borrower promises to pay all present and future fees, taxes, assessments, utility, title, and other charges on the Property, including any and all charges on any prior mortgages, as they become due.

15. **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 hazard, normally covered by residential fire and 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 amount* is not to be the amount, 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 under 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 to Lender.

If any Proceeds are used to reduce the amount which Borrower owes Lender under the Agreement, Borrower will still have to make the regular payments under the Agreement until the entire amount Borrower owes is paid in full.

If Lender forecloses this Mortgage, anyone who buys the Property at the foreclosure sale will have all the rights under the insurance policy.

16. **Borrower's Promise to Buy Flood Insurance.** If the Land is a part of the Land is located in a designated official flood hazard area, the Borrower promises to buy flood insurance in the maximum amount available or the amount required by the 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.

17. **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.

18. **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 other than Borrower or anyone else brings a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, or to condemn the Property), then 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 mortgages, appearing in court, paying reasonable attorneys' fees, and ordering on the Property to make repairs.

Borrower promises to pay Lender all amounts that Lender says under this section. If Lender pays an obligation, Lender will have all the rights that the person Lender paid would have had against Borrower. This Mortgage covers all those payments that Lender pays, plus interest at the rate that is required as if the money had been given under the Agreement, or if that rate violates the law, then at the highest rate that the law allows.

19. **Lender's Rights.** Any failure or delay by Lender in enforcing the rights that this Mortgage or the law gives to Lender did not cause Lender to give up those rights. Lender may exercise and enforce any of its rights until the Mortgage ends. Each right that the law gives to Lender is separate. Lender may enforce and exercise them one at a time or all at once.

20. **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, if 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 provide for the rights that person has in the Property under the terms of this Mortgage.

21. **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 Lender's address shown in section 2. Any notice will be "given" when it is mailed, or when it is delivered according to this paragraph.

22. **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.

23. **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.

24. **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.

25. **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 the mortgage as provided below. However, before accelerating, Lender will send Borrower a written notice by certified mail which states:

- The promise that Borrower failed to keep or the representation or warranty that Borrower breached;
- The action Borrower must take to correct that failure;
- The date, at least 30 days away, by which the failure must be corrected;
- 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;
- That the Borrower may reinstate the Mortgage after acceleration; and

84702824

UNOFFICIAL COPY

1. That Borrower may bring suit to court to require that all promises were kept and to demand 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 obligation 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 right or obligations under this Mortgage, Borrower will not be released. Any person or organization who takes over Lender's right 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
ICE BANK FINANCIAL
801 Marquette Avenue
Minneapolis, Minnesota 55402

Property of Cook County Clerk's Office

94702621