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ILLINOIS - VARIABLE-RATE (MORTGAGE)

MORTGAGE

PREPARED by: TCF BANK #2-077-6205579 1420 KENSINGTON, SUITE 320 OAK BROOK, IL 60521

94977152



State of Illinois County of COOK SEPTEMBER 26, 19 94

IC29706

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 \$ 94846815

53,000.00

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 104 IN CASTLEFORD UNIT 2, BEING A RESUBDIVISION OF PARTS OF HOWIE IN THE HILLS UNIT 1, PALATINE ESTATES AND HOWIE IN THE HILLS UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED ON JULY 24, 1986 AS DOCUMENT NUMBER 81-313935, IN COOK COUNTY, ILLINOIS.

PIN # 02-19-131-085-0000

RERECORDING TO CORRECT PIN NUMBER

DEPT-01 RECORDING 927.50 T00011 TRAN 3960 09/29/94 15:54:00 95480 \$ RV #-94-846815 COOK COUNTY RECORDER

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

"Borrower": MARY ANNE HAMANN, DIVORCED AND NOT SINCE REMARRIED will be called "Borrower".

Borrower's address is shown below.

"Lender": TCF BANK ILLINOIS (a bank) "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".

SEPTEMBER 30, 2009

3. Final Due Date. The scheduled date for final payment of what Borrower owes under the Agreement is:

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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 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 7.75 % per year. The beginning ANNUAL PERCENTAGE RATE for this loan is therefore 10.15 % per year, which is a Daily Periodic Rate of 0.2780 %. The maximum ANNUAL PERCENTAGE RATE is 19.00 %. The minimum ANNUAL PERCENTAGE RATE is 9.00 %.

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

a. The Land, which is located at (address) 4519 OPAL DRIVE, HOFFMAN ESTATES, IL 60195

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. The Land has the legal description shown above in section 1.

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.

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Borrower MARY ANNE HAMANN

Borrower

DEPT-01 RECORDING 927.50 T00000 TRAN 0038 11/17/94 12:24:00 46293 \$ CJ #-94-977152 COOK COUNTY RECORDER

Borrower

Borrower

STATE OF ILLINOIS

COUNTY OF COOK

2750

The foregoing instrument was acknowledged before me this

26TH

SEPTEMBER day of

19

94

by MARY ANNE HAMANN, DIVORCED AND NOT SINCE REMARRIED

Notary Public

OFFICIAL SEAL ERIC P. NORMAN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3-1-99

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EXHIBIT 10/10/10/10/10/10

EXHIBIT 10/10/10/10/10/10

EXHIBIT 10/10/10/10/10/10

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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—** Charges and Assessment. Borrower promises to pay all present and future liens, taxes, assessments, utility bills, and other charges on the Property, including any amounts on any prior mortgage, 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 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 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.

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 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 mortgage, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs.

Borrower promises to pay Lender all amounts that Lender pays under this section. If Lender pays an obligation, Lender will have all of the rights that the person Lender paid would have had against Borrower. This Mortgage covers all these 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 the 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 gives 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, 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 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 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.

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:

- 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

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1. 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 paragraph are for convenience only, and are not a part of this Mortgage.

This instrument was drafted by:
TCF BANK ILLINOIS fcb
801 Marquette Avenue
Minneapolis, Minnesota 55402

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 28TH day of SEPTEMBER, 1984, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to TOP BANK OF INDIANA (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 4319 OPAL DR. HOFFMAN ESTABLISHMENT

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: CASTLEFORD UNIT 2

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the provision in Uniform Covenant 3 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 3 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Raymond Harman (Signature)

..... (Printed Name)

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