

UNOFFICIAL COPY

MORTGAGE  
94093025

092-074-6226484

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State of Illinois COOK  
County of  
JANUARY 25, 1994

MAIL TO: TCF BANK  
1420 KENNINGTON RD., SUITE 320  
OAKBROOK, IL 60521

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 \$ 70,000.00

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:

THE NORTH 130 FEET (EXCEPT THE WEST 555 FEET THEREOF) OF A TRACT OF LAND DESCRIBED AS FOLLOWS: THAT PORTION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE PUBLIC HIGHWAY COMMONLY KNOWN AS GOVERNORS HIGHWAY (EXCEPT THEREFROM THE NORTH 843.50 FEET OF SAID TRACT AND ALSO EXCEPT THEREFROM THE SOUTH 25 ACRES (HIGHWAYS AND ROADWAYS EXCEPTED), IN COOK COUNTY, ILLINOIS.

FIN # 28 36-400-019-0000

In this document  
TCF Bank Savings and  
Share Bank  
Illinois, Inc.

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

"Borrower": JAMES M MCBRATH AND PATRICIA A MCBRATH, WIFE AND HUSBAND 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 Command Credit 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 1 is called the "Property".

3. Final Due Date. The scheduled date for final payment of what Borrower owes under the Agreement is JANUARY 31, 2004

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 2.40 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% (2.40 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 6.00 % per year. The beginning ANNUAL PERCENTAGE RATE for this loan is therefore 8.40 % per year, which is a Daily Periodic Rate of .02301 %.

The maximum ANNUAL PERCENTAGE RATE is 19.00 % . The minimum ANNUAL PERCENTAGE RATE is 8.40%.

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

a. The Land, which is located at (address) 17950 GOVERNORS HWY, HOMewood, IL 60430

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.

*James M McBrath*  
Borrower JAMES M MCBRATH

*Patricia A McBrath*  
Borrower PATRICIA A MCBRATH

Borrower

Borrower

STATE OF ILLINOIS )

) ss.

COUNTY OF COOK )

"OFFICIAL SEAL"  
MICHELLE R. THOMAS  
Notary Public, State of Illinois  
My Commission Expires 8/17/95

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The foregoing instrument was acknowledged before me this 25TH day of JANUARY

by JAMES M MCBRATH AND PATRICIA A MCBRATH, WIFE AND HUSBAND

*Michelle R. Thomas*  
Notary Public

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Property of Cook County Clerk's Office

----- (Space Below This Line Reserved For Lender and Recorder) -----

9-055016

LEGAL DESCRIPTION:

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e. That the Borrower may restate 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 drafted by:  
TCF BANK SAVINGS and  
527 Marquette Avenue  
Minneapolis, Minnesota 55402

DEPT-01 RECORDING \$25.50  
T#1111 TRN 4326 01/28/94 12:26:00  
#2402 : 4-94-0930296  
COOK COUNTY RECORDER

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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 for 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 the 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 amount and for the periods of time required by Lender. Borrower will not "cancel" or "non-renew" the insurance company. Borrower agrees 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 of the amount Borrower owes Lender.
- If any Proceeds are used to reduce the amount of Borrower's debt, Borrower agrees to reduce the amount of Borrower's debt to the amount of the amount Borrower owes Lender.
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 insured 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 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 pays 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 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 Agreement give to 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 any individual or against all of them. However, if someone signed the 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, any notice that Borrower must be given to Lender will be given by making them to Lender's address shown in section 5. Notices that must be sent to Lender will be given by making them to the address shown in section 5. Notices that must be sent to Lender will be given by making them to the address shown in section 5. 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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