## ILLINOIS-VARIABLE-RATE (RPEN-EVE) F C AL COPY

MAIL TO TOF Bank Illinois

State of Illinois LOOK County 9(CH 20 19 95

ILE35606

1420 Kensington #320 ( ) Oakbrook, IL 60521



092-229-6206833

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

28,000.00

1. Legal Description. This document is a mortgage on real estate located in State of Illinois (called the "Land"). The Land's legal description is:

COOK

County,

LOT 381 IN TINLEY TERRACE UNIT 9 BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF THE GOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST UF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 28-19-417-003-0000

DEPT-01 RECORDING

\$25,50

T\$0001 TRAN 7528 03/23/95 12:08:00

\*-95-193272 \$6471 \$ CG COOK COUNTY RECORDER

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

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

PRAKASH C MAVNI AND SADHNA NAVNI, HUSBAND AND WIFE

will be called "Borrower".

Borrower's address is shown below.

"Lender": TCF BANK ILLINOIS Isb will be critica "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, Minneapoils, 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 Forr twer signing the Agreement has a revolving line of credit called the "Account". The Agreement allows such a Borrower to obtain Loan Advancer and the Account, make payments, and obtain readvances. Under the Agreement, such a Borrower may request Loan Advances from the Lei de e' 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".

MARCH 24, 2010

- 3. Final Due Date. The scheduled date for final payment of whit Bo rower owes under the Agreement is.
- 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 Dally Periodic Rate will also go up or covin. To figure the ANNUAL PERCENTAGE RATE, we add percentage points to the index rate in effect the previous business day, ("Puchess day" does not include Saturdays, Sundays 2 40 percentage points to the index rate in effect the previous business day. ("Publiess day" does not include and legal holidays.) On each business day we will recalculate the ANNUAL PERCENTAC & RAIE for this loan so that it is ays.) On each outliness day we will recalculate the ANNUAL PERCENTAGE RATE for this loan so that it is 2,40 % percentage points) above the index published the previous business day. If he index rate changes, however, the ANNUAL

9,00 % per year. The PERCENTAGE RATE for this loan will change the next business day. The beginning index r (12 or this loan is beginning ANNUAL PERCENTAGE RATE for this loan is therefore 11,40 % per year, which is Daily Periodic Rate of The maximum ANNUAL PERCENTAGE RATE is 9.50 % .03123 % 9.50 %

5. Description of the Property. Borrower gives Leaders in the individual Property: TINLEY PARK, IL 60477 a. The Land, which is located at (address) 16434 RIDGELAND AVE, TINLEY PARK, IL 60477.

The Land has the legal description shown Purchain section 1.

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.

All "easements, rights, hereditaments, appurtenances, rents, royalties, and profits" that go along with the Land. These are rights, ip, 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 Martgage, Borrower agrees to all of its terms. Bluten-ed. UMCC INVAN ANHOAR PRAKASH C NAVNI Borrower Borrower Borrower OFFICIAL SEAL" STATE OF ILLINOIS

COOK COUNTY OF

) SS.

DONALD LUKOS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3/29/97

MARCH Wife!

, 19

The foregoing instrument was acknowledged before me this PRAKASH C NAVNI AND SADHNA NAVNI, HUSBAND

20TH

Dy

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- 6. Notice of Variable Bate of interest. Past Abritgage secure is the of changithal has a samable rate of interest. This means that the interest rate may increase or decrease from time to time, as explained in section 4.
- Finance Charge. Borrower will pay a Finance Charge anti- 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 Charge for each day in the billing cycle. To figure the Finance Charge for each day. Lender multiplies the Daily Periodic Bate times the Daily Balance of Borrower's Account on that day flor each day in the monthly billing cycle. Finder figures the Daily Periodic Bate by dividing the Annual Periodic Bate by 365 for 366, in any lean year, Lender determines the Daily Balance by first taking the regimning balance of Borrower's Account each day, adding any new Loan Advances, subtracting any payments or other credits to the Account and subtracting any impand Finance Charge, This, gives Fourier 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 used for the County where the Property is located.

Borrower gives a general warranty of little to Lender. This means that Borrower will be fully responsible for any losses which Lender suffers because someone other than Porrower has some of the rights in the Property that Borrower represents and warrants to have. Borrower will defend ownership of the Project 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 Froberty, 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 Prope ty. The insurance must be satisfactory to Lender and must cover loss or damage caused by fire and hazards normally covered by "extended accordage" 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 pro notly, 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 incurrance 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 owe. En note:

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

If Lender forecloses this Mortgage, anyone who buys the Proper y 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 almost 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 ower is paid in full.
- 15. Borrower's Promise to Maintain the Property. Borrower promises that 3c, rc wer 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's ray 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 suction 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 (in counts 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; over 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 it 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 Nortgage 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 "3 a pwer". Lender may choose to enforce its rights against anyone signing the Mortgage as an individual or against all of them. However, it 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;
  - 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:
  - e. That the Borrower may reinstate the Mortgage after acceleration; and

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present any other defenses flourower has to C. Itiat Barrawer may bring

Conder trend not send the reduced the process Borower table for keep consists at Borower's sale or transfer of all or a part of the Property or any rights in the Propert, without penders saften consent. If the Horrower does not come to be fisher by the date stated in the notice Lender may up elerate. If I ender accelerates, Lender may foreclose this Mortgage according to faw. Bonsever also agrees to pay Lender's attorneys' fees and costs for the foreclasure in the maximum amount allowed by law if engles will apply the proceeds of the foreclassing sale to the around Borrewer axes under this Mediquips, and to the courts of the forecloque and Lender's attorneys, time

- .24. Obligations After Assignment. Any person whertakes over Borrower's right or obligations under this Mottgage with Lengue's consent will have Borrower's eights and will be obligated to keep all of the promises (forrower made in this Modgage. If another purson takes over Horrower's nable or obligations under this Mortgage, Horrower's all not be released. Any person or organization who taken over Lendor's rights or obligations under this f3 stigure will have all of Londer's rights and must keep all of London's obligations under this Mortgage
- 25. Waiver of Homestead, Under the exemption laws. Becover a homestead it usually free from the claims of creditors. Borrower gives on the hernestead exception right for all claims assing out of this Mortgage. This includes Borrower's right to demand that properly 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 Fender Fender will appt, the money to pay the amount Garrower ower Fender, unless Lender agrees to widing that the proceeds can be used differents. If Cenderases, the money to reduce the suirout Borrowin owns union the Agreement, Borrowin will still have to make regular monthly paymonts until everything Borras er overs is paid
- 27. Paragraph Headings. The headings of the paragraph are kerconsenues only, and are not a part of this Mortgage He need by places.

  ODE THE OF COOK COUNTY CLERK'S OFFICE.

This instrument was righted by TOT BALLS RETURNED AS 801 Marguette Avenus Minnesota Julionesota Juliet

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