12P 421678

MAIL TO & PREPARED BY:

TCF BANK ILLINOIS, FSB 1420 KENSINGTON RD, STE 320 OAK BROOK, JL 60521 . DEPT-01 RECORDING \$27.50 . T\$0009 TRAN 2045 04/30/94 15:57:00 . \$2354 \$ RH *-96-325007 . COOK COUNTY RECORDER

ILLINOIS - VARIABLE RATE (OPEN-END)

092 - 077 - 6209712

MORTGAGE

State of Illinois
County of COOK

APRIL 23, 1996

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 \$30,000.00

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

Coup State of

LOT 5. IN BLOCK 7, IN PIERCE'S ADDITION TO HOLSTEIN IN THE SOUTHWEST 1/4 OF SECTION 31. TOWNSHIP 48 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

PIN # 14-31-306-005-0000

NOTICE: See pages 2, 3 and 4 for more mortgage terms. The Borrower agrees that pages 2, 3 and 4 are a part of this Mortgage. By signing this Mortgage, Borrower agrees to all of its terms.

Borrower GIUSEPPE M DLPRIZIO

Borrower BERTHA G MAGANA

Borrower

Borrower

Notary Public

STATE OF ILLINOIS COUNTY OF COOK

Ss.

The foregoing instrument was acknowledged before me this 23RD day of APRIL, 1996

, δγ

GIUSEPPE M DI PRIZIO AND BERTHA G MAGANA

"()FFICIAL SEAL"

JOHN G. ROLFE

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6/8/98 92266, page 1 of 4

6/95

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953Z=256

Definitions. In this document, the following definitions apply.

"Mortgage": This document will be called the "Mortgage".

"Borrower": GIUSEPPE M DI PRIZIO AND BERTHA G MAGANA will be called "Borrower". MARRIED

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 receiveing notices and making payments is 1420 Kensigton, Suite 320, Oak Brook, IL 60521-2147.

"Agreement": The CommandCredit Plus 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 Borrower to obtain Loan Advances from the Account, make payments, and obtain readvances. Under the Agreement, 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 Cate. The scheduled date for final payment of what Borrower owes under the Agreement is 04-29-2013
- 4. Variable Across 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 Lencer 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 (2.40 percentage points) above the index ANNUAL PERCENTAGE RATE for this Joan so that it is 2.40 % 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 8.25 % per year. The beginning ANNUAL PERCENTAGE RATE for this loan is therefore 0.5 % per year, which is a Daily Periodic Rate of .029178 %.

%. The minimum ANNUAL PERCENTAGE RATE is 9.50 The maximum ANNUAL PERCENTAGE RATE is 19,00

- 5. Description of the Property. Borrower gives Lender rights in the following Property:
 - a. The Land, which is located at (address)

1911 N LEAVITT ST, CHICAGO, IL 60647

The Land has the legal description shown above in section

- b. All buildings and all other improvements and fixtures (such as our bing 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 the Land. These are rights in other property that Borrower has as owner of the Land.

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 paragraph 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 light 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, and subtracting any payments or other credits to the Account, and subtracting any unpaid Finance Charges and Other Charges. 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. Lender's rights in the Property will end when the Agreement has been terminated and Borrower has paid all amounts owed to Lender under the Agreement and this Mortgage. Lender will send Borrower a document stating this and Borrower can file it with the County in which the Property is located.

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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

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.

15年的年代 化二次 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 to promptly pay all amounts due on the

Agreement except as explained in paragraph 18.

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

13. Borrower's Promise to Buy Hazard Insurance. Borrower promises to obtain a hazard insurance policy naming Lender as mortgages, 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. 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 while 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, Borrower promises to buy flood insurance in the maximum amount available or the amount secured by this Mortgage, whichever is less. Borrover 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) For ower does not keep Borrower's 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 project 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 Borrov et. 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.

If Borrower fails to maintain insurance on the Property as required in paragraph 13, Lende, may purchase insurance on the Property and charge Borrower for the cost as provided in this Mortgage. If Lender purchases this insurance, it will have the right to select the agent. Lender is not required to obtain the lowest cost insurance that might be available.

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 its rights under the Mortgage end. 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.

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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 or the representation or warranty that Borrower breached, Lender will accelerate, and if Borrower doesn't pay, Lender or another person may buy the Property at a foreclosure sale;

e. That Illinois law allows Borrower to reinstate the Mortgage after acceleration; and

f. That Borrow or 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 Borrower does not correct the failure by the date states in the notice, Lender may accelerate. If Lender accelerates, Lender may foreclose this Mortgage according to the Parois Statutes. Borrower gives Lender a power to sell the Property at a public auction. Borrower also agrees to pay Lender's attorneys' fees 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 Lenger'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 Bo rovier'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 homes'call exemption law, Borrower's homestead is usually free from the claims of creditors. Borrower gives up the homesteed 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, 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 inducy 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 ILLINOIS fsb, 801 Marquette Avenue, Minneapolis, Minnesota 55402

92256, page 4 of 4

LEGAL DESCRIPTION:

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the furisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note ponflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

- 18. Borrower's Pight to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for runstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be tue under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to 3 strower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the o'de and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence as disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyor, else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, laws at or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless,

Initials: 1577

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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums accured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to the Security Instrument. If one or more ri Security Instrument, the covenants and agreements of each such the covenants and agreements of this Security Instrument as if the [Check applicable box(es)]	
Adjustable Rate Rider Condominium	Development Rider Biweekly Payment Rider Second Home Rider
	e terms and covenants contained in this Security Instrument and
in any rider(s) executed by Borrower and recorded with it Witnesses:	Danie G Salanda
$\alpha \wedge \gamma$	DENNIS MLCOCH AKA DENNIS M. MLCOCH -Borrower
(m(blb	DIMITO MECOCII ANN DIMINITO M. MILOCOM MININE
	Danleer mlooch (Seal)
	KATHLEEN MICOCH -Borrower
(Seal)	(Seal)
-Barrower	-Borrower
	- 0,
STATE OF ILLINOIS, DUPAGE	County ss: Notary Public in and for said county and state do hereby certify
I, The enables were at that DENNIS MLCOCH AKA DENNIS M. MLCOCH AND K	ATHLEEN MLCOCH. HIS WIFE AS JOINT
TENANTS	Co
	personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this d	
signed and delivered the said instrument as THEIR free Given under my hand and official seal, this 25th	e and voluntary act, for the uses and purposes therein set forth. day of April , 1996
My Commission Expires:	Carlinar m (falla
•	Notary Public
"OFFICIAL SEAL"	· · · · · · · · · · · · · · · · · · ·
CATHERISE M. CALLACE Metary Fublic, State of Pono	
My Commission Expires 5/20,	

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BALLOON PAYMENT RIDER TO SECURITY INSTRUMENT

THIS BALLOON PAYMENT RIDER	("Rider") is made thisday of	f
	and amends a Note in the amount of \$ 81,900.00	. ,
(the "Note") made by the person(s) wh	o sign below ("Borrower") to <u>EQ FINANCIAL</u> , INC.	
	("Lender") and the Mortgage, Deed of Trust	
or Security Deed (the "Security Instru	ment") dated the same date and given by Borrower to	3
secure repayment of the Note.		
In addition to the agreements and provis	sions made in the Note and the Security Instrument, both	ì
Borrower and Lender further agree as t	follows:	
	IS LOAN IS PAYABLE IN FULL ON	
	,2011 (THE "MATURITY DATE").	
	HE ENTIRE UNPAID PRINCIPAL BALANCE	
OF THE LOAN AND INTE		
	E LENDER IS UNDER NO OBLIGATION TO	
REFINANCE THE LOAN AT	THAT TIME.	
At least plants (00) but not many the	In human description (100) described as the 3.6 cm. the December 1	
I ander must sand Porrower a natice is	e hundred twenty (120) days prior to the Maturity Date,	,
	which states the Maturity Date and the amount of the on the Maturity Date (assuming all scheduled payments	
due between the date of the notice and		•
and between the date of the hottee and	the winding Date are made on time.	
^		
$A \cap A = A$	$m \in \mathbb{C}$	
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Witness //	Borrower D'ANIS MLCOCH AKA DENNIS M. M	,
<i>y</i>		
	March 1	
	Seal (Seal	l)
Witness	Borrower KATHLEEN MLCOCH	
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	(Seal))
Witness	Borrower	
	(01)	
Witness	Borrower (Seal)	•
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の一次行行法解析的行政

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