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RECORDED
INDEXED
COUNTY RECORDER

MAIL TO & PREPARED BY:

TCF BANK ILLINOIS, FSB
1420 KENSINGTON RD, STE 320
OAK BROOK, IL 60521

ILLINOIS - VARIABLE RATE (OPEN-END)

092 * 239 * 6201735

FILE NO# 511026.

MORTGAGE

State of Illinois
County of COOK

* AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,
AS SUCCESSOR TO
COMERICA BANK-ILLINOIS

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 \$1,000,000.

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 10 IN PALOS PLAINS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE RECORDER OF TITLES OF COOK COUNTY, ILLINOIS ON AUGUST 5, 1976 AS DOCUMENT NO. 288833.

PREPARED BY ADDIE SMITH P.O. BOX 6419 VILLAGE PARK IL 60181

PIN # 23-14-405-054-0000

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.

* WESTERN NATIONAL BANK OF CICERO AS TRUSTEE UNDER # 2429
DATED 11/8/80

Borrower

Assistant Vice President

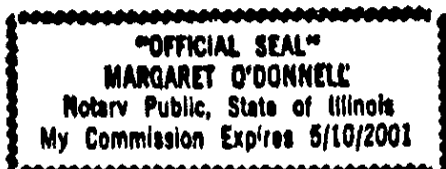
Borrower

Borrower

STATE OF ILLINOIS
COUNTY OF Cook

} ss.

The foregoing instrument was acknowledged before me this 12 day of SEPTEMBER 1997, by



Margaret O'Donnell
Notary Public

97-699039

27.50

UNOFFICIAL COPY**2. Definitions.** In this document, the following definitions apply.

"Mortgage": This document will be called the "Mortgage". WESTERN NATIONAL BANK OF CICERO
 "Borrower": AS TRUSTEE UNDER TRUST# 2429 DATED 11/8/60
 will be called "Borrower".

Borrower's address is shown below.

"Lender": TCF Bank Illinois Inc 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 1420 Kenalton, 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 Date. The scheduled date for final payment of what Borrower owes under the Agreement is

09-17-2012

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 8.50 % per year. The beginning ANNUAL PERCENTAGE RATE for this loan is therefore 10.90 % per year, which is a Daily Periodic Rate of .029098 %.

The maximum ANNUAL PERCENTAGE RATE is 19.10 %. The minimum ANNUAL PERCENTAGE RATE is 9.50 %.

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

10759 E DORIC CIRCLE, PALOS HEIGHTS 60465
 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 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 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, 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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Property of Cook County Clerk's Office

UNOFFICIAL COPY**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 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 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. 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, 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 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 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.

If Borrower fails to maintain insurance on the Property as required in paragraph 13, Lender 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 8. 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 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 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 the Illinois 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 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 homestead exemption law, 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, 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 ILLINOIS f.s.b. 801 Marquette Avenue, Minneapolis, Minnesota 55402

02200, page 4 of 4 8/98

LEGAL DESCRIPTION:

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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14. **Trustee/Holder of the Note -- Remedies and Foreclosure.** If Trustee or Holder of the Note 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 Holder of the Note or Trustee may foreclose this Trust Deed as provided below. However, before accelerating, the Trustee or the Holder of the Note 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, Trustee or Holder of the Note will accelerate, and if Borrower doesn't pay, Trustee or another person may buy the Property at a foreclosure sale;
- e. That Illinois law allows Borrower to reinstate the Trust Deed 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.

Trustee or Holder of the Note 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 the written consent of the Holder of the Note. If borrower does not correct the failure by the date stated in the notice, Trustee or Holder of the Note may accelerate. If Trustee or Holder of the Note accelerates, Trustee or Holder of the Note may foreclose this Trust Deed according to the Illinois Statutes. Borrower give Trustee/Holder of the Note a power to sell the Property at a public auction. Borrower also agrees to pay all attorneys' fees of Trustee or Holder of the Note and Trustee's fees for the foreclosure in the maximum amount allowed by law.

The proceeds of any foreclosure sale of the property shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Agreement with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Agreement; fourth, any overplus to Borrower, their heirs, legal representatives or assigns, as their rights may appear

15. **Appointment of Receiver.** Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of said Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Borrower at the time of application for such receiver and without regard to the then value of the Property or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said property during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Property during the whole of said period.

The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale and (b) the deficiency in case of sale and deficiency.

16. **Defenses.** No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the notes hereby secured.

17. **Right of Inspection.** Trustee or the Holder of the Note shall have the right to inspect the Property at all reasonable times and access thereto shall be permitted for that purpose.

18. **Trustee's Obligations.** Trustee has no duty to examine the title, location, existence, or condition of the Property, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatories on the Agreement or the Trust Deed, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

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19. **Release.** Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the Agreement, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine Agreement herein described any Agreement which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the Agreement and which purport to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original Trustee and it has never placed its identification number on the Agreement described herein, it may accept as the genuine Agreement herein described any agreement which may be presented and which conform in substance with the description herein contained of the Agreement and which purport to be executed by the persons herein designated as makers thereof. Borrower shall pay all costs associated with services provided by Trustee in connection with the Trust Deed, including but not limited to the Trustee's fees for the release of this Trust Deed and the costs of recordation of the release.

20. **Resignation of Trustee.** Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds in which this instrument shall have been recorded or filed. Any successor in trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

21. **Binding Effect of Trust Deed.** This Trust Deed and all provisions hereof, shall extend to the be binding upon Borrower and all persons claiming under or through Borrower, and the word "Borrower" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Agreement or this Trust Deed.

22. **Trustee's Fee.** Before releasing this Trust Deed, Trustee or successor trustee shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor trustee shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed.

23. The provisions of the "Trust and Trustees Act" of the state of Illinois shall be applicable to this Trust Deed.

801823

IMPORTANT!
FOR THE PROTECTION OF BOTH THE
BORROWER AND HOLDER OF THE NOTE THE
REVOLVING LINE OF CREDIT AGREEMENT
SECURED BY THIS TRUST DEED SHOULD BE
IDENTIFIED BY THE CHICAGO TRUST
COMPANY, TRUSTEE, BEFORE THE TRUST
DEED IS FILED FOR RECORD.

Identification No. _____

THE CHICAGO TRUST COMPANY, TRUSTEE

BY [Signature]
Assistant Vice President, Assistant Secretary.

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

97699045