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② H97028205

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MAIL TO & PREPARED BY:

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

DEPT-01 RECORDING \$27.00
120012 TRAN 6305 09/25/97 11:47:00
53976 : CG * -97-710949
COOK COUNTY RECORDER

ILLINOIS - VARIABLE-RATE (OPEN-END)

092 - 110 - 6200208

MORTGAGE

State of Illinois
County of COOK

09/17/97

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 \$25,000.00

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 12 IN RE-DEVISION OF BLOCK 33 IN LONGFORD ACRES, A RE-DEVISION OF THE NORTHEAST 1/4 THE EAST 1/2 OF THE NORTHEAST 1/4 AND WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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

PIN # 24-15-121-001-0000

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.

SEE ATTACHED RIDER FOR EXECUTION BY TRUSTEE

FRIST NATIONAL BANK OF EVERGREEN PARK, TRUST
#13081 DATED 4/15/93

Borrower

BY: Robert J. Deane
Borrower Vice President & Trust Off.

Borrower

Attest: Nancy Roddewig
Borrower Assistant Trust Off.

STATE OF ILLINOIS
COUNTY OF } ss.

The foregoing instrument was acknowledged before me this 17th day of SEPTEMBER, 1997, by

"OFFICIAL SEAL"
NANCY J. MANSON
Notary Public, State of Illinois
My Commission Expires 3/23/2000

Nancy J. Manson
Notary Public

02256, page 1 of 4 8/95

BOX 303-CTI

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

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

"Borrower": FIRST NATIONAL BANK OF EVERGREEN PARK, TRUST #13081

DATED 4/15/93 will be called "Borrower".

Borrower's address is shown below.

"Lender": TCF Bank Illinois fcb 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 Kensington, 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

09-22-2012

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 1.90 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 1.90% (1.90 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 10.40% per year, which is a Daily Periodic Rate of .028493

The maximum ANNUAL PERCENTAGE RATE is 19.00%. The minimum ANNUAL PERCENTAGE RATE is 9.90%.

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

a. The Land, which is located at (address)

10525 S KENNETH AVE OAK LAWN, IL 60452
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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4. Mortgagor agrees not to sell or transfer any part of the premises, or any rights in the premises, including the sale or transfer of the beneficial ownership in the premises where Mortgagor is a Land Trust, without the written consent of the Holder of the Note. This includes sale by contract for deed or installment sale.
5. In case of default therein, Trustee or the holders of the notes, or of any of them, may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the notes, or of any of them, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate set forth in the notes securing this trust deed. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors. If Trustee or any note holder purchases insurance on said premises as authorized herein, it will have the right to select the agent. Trustee or the note holder is not required to obtain the lowest cost insurance that might be available.
6. The Trustee or the holders of the notes hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without injury into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
7. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement or promises of the Mortgagors herein contained.
8. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses, which may be paid or incurred by or on behalf of Trustee or holders of the notes, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the notes, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes in connection with (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
9. The proceeds of any foreclosure sale of the premises 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 principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
10. 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 premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagors at the time of application for such receiver and without regard to the then value of the premises 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 premises 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 Mortgagors, 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 premises during the whole of said period.

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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; (b) the deficiency in case of sale and deficiency.

11. 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.

12. Trustee or the holders of the notes, or of any of them, shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. Trustee has no duty to examine the title, location, existence, or condition of the Premises, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatories on the note 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.

14. 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 principal notes, 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 notes herein described any notes 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 principal notes 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 principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as makers thereof.

15. 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.

16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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 principal notes or this Trust Deed.

17. 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.

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

**IMPORTANT!
FOR THE PROTECTION OF BOTH THE
BORROWER AND LENDER THE
INSTALLMENT NOTE 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 _____

Assistant Vice President, Assistant Secretary.

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

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