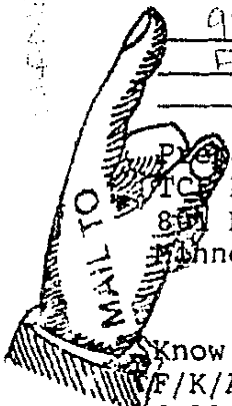


RELEASE DEED

Mail To: Mark L. Poppert
9136 W. Peterson
Franklin Park, IL 60131



Prepared By:
TCF Mortgage Corp.
801 Marquette Avenue
Minneapolis, MN 55402

Recorder's Stamp

Know All Men by These Presents, That TCF National Bank Illinois, F/K/A TCF Bank Illinois fsb, for and in consideration of one dollar, and for other good and valuable consideration, the receipt whereof is hereby confessed, do hereby remise, convey, release and quit-claim unto MARK L POPPERT AND DONNA POPPERT, HUSBAND AND WIFE, of the County of Cook and State of Illinois all right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain (mortgage/deed of trust), bearing the date JUNE 22, 1994, and recorded in the County Recorder's Office of Cook County, in the State of Illinois, as Document No. 94548963, to the premises therein described, situated in the County of Cook, State of Illinois, as follows, to wit:

PLEASE SEE ATTACHED LEGAL DESCRIPTION

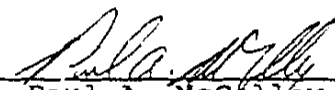
P.I.N.: 12-22-400-012-0000

The undersigned has changed its name or identity from TCF Bank Illinois fsb to TCF National Bank Illinois as a result of an amendment to charter or articles of incorporation.

WITNESS my hand this 27 day of October, 1997

FOR THE PROTECTION OF THE OWNER,
THIS RELEASE SHALL BE FILED WITH
THE COUNTY RECORDER IN WHOSE OFFICE
THE MORTGAGE OF DEED OR TRUST WAS
FILED.

TCF National Bank Illinois


Paul A. McColley
(Asst Vice Pres/Mtg Doc Off)

Nations Title Agency of Illinois, Inc.
246 E. Janata Blvd. Ste. 300
Lombard, IL 60148
(630) 477-7281

UNOFFICIAL COPY

STATE OF MINNESOTA

SS

COUNTY OF HENNEPIN

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Paul A. McColley, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 27 day of October, 1997.



Notary Public

My commission expires on January 31, 2000

591822648 YE

Property of Cook County Clerk's Office

94 KA TCF

10031200001
94548963
75-17-333
5061307

WHEN RECORDED MAIL TO
TCF BANK ILLINOIS fsb
555 BUTTERFIELD ROAD
LOMBARD, IL 60148
LOAN NUMBER: 591822648

COOK COUNTY, ILLINOIS
FILED FOR RECORD

24 JUN 22 AM 10:49

94548963

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 16TH, 1994
The mortgagor is MARK L POPPERT AND DONNA POPPERT, HUSBAND AND WIFE

35

("Borrower"). This Security Instrument is given to

TCF BANK ILLINOIS fsb
which is organized and existing under the laws of U.S. of A.
555 BUTTERFIELD ROAD, LOMBARD, IL 60148
, and whose address is

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED TWENTY NINE THOUSAND AND NO/100
Dollars (U.S. \$ 129,000.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
JULY 1ST, 2024 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced
by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's
covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage,
grant and convey to Lender the following described property located in

COOK County, Illinois:

LOT 7 (EXCEPT THE NORTH 57 FEET THEREOF) IN BLOCK 1 IN VOLK BROS'
RIVER DRIVE ADDITION TO FRANKLIN PARK, IN ROBINSON'S RESERVE AND
FRACTIONAL SECTION 22, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT REGISTERED AS DOCUMENT
260433, IN COOK COUNTY, ILLINOIS

12-22 400-012 0000

which has the address of 9136 WEST ROBINSON, FRANKLIN PARK
[Street] [City]
Illinois 60137 ("Property Address");
[Zip Code]

UNOFFICIAL COPY

Great Lakes Business Forms, Inc.
1-800-530-9393 FAX 616-781-1131

Form 3014 9/90 (page 2 of 6 pages)

ITEM 147622 (9202)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property";

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Borrower Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or only (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds.

Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and leasehold payments or ground rents, in any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

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