

3786871

State of Illinois
County of WILL
APRIL 11, 1989

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 \$10,500.00.

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 11 IN BLOCK 17 IN TINLEY HEIGHTS UNIT FIVE, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 24, 1961, AS DOCUMENT NO. 1974380.

17055 ORTOS AVE.
Tinley Park, Ill.

FIN 9-27-85-120-018

2. **Definitions.** In this document the following definitions apply: "Mortgage": This document is the "Mortgage".

"Borrower": MICHAEL R. BARTON AND DOROTHY R. BARTON, HUSBAND AND WIFE

Borrower's address is shown below.

"Lender": TCF Banking and Savings, F.A. will be called "Lender". Lender is a corporation which was formed and which exists under the laws of the United States of America. Lender's address is 801 Marquette Avenue, Minneapolis, Minnesota 55402.

"Agreement": The Commitment to Lend Agreement signed by one or more Borrower and called 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 such a Borrower to obtain Loan Advances from the Account, make payments, and obtain readvances. Under the Agreement, such a 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 APRIL 15, 1999.

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 listed daily in the Wall Street Journal under "Money Rates" (the "Index"). The Index may not be the lowest or best rate offered by Lender or other lenders. If the Index becomes unavailable, Lender will select some other interest rate index as the Index and notify Borrower. Lender will change the Annual Percentage Rate the next business day (includes Saturday, Sunday and legal holidays) after any index changes so that it is always 2.40 percentage points above the Index. If the Annual Percentage Rate goes up or down, the Daily Periodic Rate will also go up or down. The maximum Annual Percentage Rate is 19.00%. The minimum Annual Percentage Rate is 9.00%. Since the Index is now 11.50%, the Initial Annual Percentage Rate for Borrower's Account is 13.90%, which is a Daily Periodic Rate of 0.3608%.

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

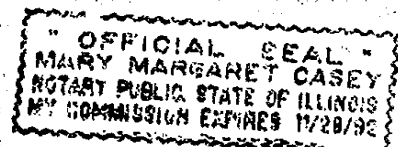
- a. The Land, which is located at (address) 17055 ORTOS AVENUE, TINLEY PARK, ILL. 60477. The Land has the legal description shown above in section 1.
- b. All buildings and all other improvements and fixtures (such as plumbing and electrical equipment) that are now or will in the future be located on the Land.
- c. All "assessments, rights, encumbrances, appurtenances, rents, royalties, and profits" that go along with the Land. These are rights that Borrower has as owner of the Land in other property.

NOTICE: See the other side for more contract terms. The Borrower agrees that the other side is a part of this Mortgage.

By signing this Mortgage, Borrower agrees to all of its terms.

Michael R. Barton
Borrower MICHAEL R. BARTON

Dorothy R. Barton
Borrower DOROTHY R. BARTON



STATE OF ILLINOIS)
COUNTY OF WILL)

The foregoing instrument was acknowledged before me this 11TH day of APRIL, 1989

MICHAEL R. BARTON AND DOROTHY R. BARTON, HUSBAND AND WIFE

Mary Margaret Casey
Notary Public

UNOFFICIAL COPY

LEGAL DISCUSSION

Property of Cook County Clerk's Office

3786871

(Space Below This Line Reserved For Lender and Rec. Note)

3786871

3786871

Submitted by _____

Address _____

Provided _____

DATE _____

Address _____

Debit _____

Address _____

Old Banking & Savings
 505 N. Dearborn
 Evanston, IL 60123

UNOFFICIAL COPY

g. That the Borrower may reinstate the Mortgage after acceleration; and
h. That Borrower may bring suit in court to argue that all promises were kept and to prevent any other distress 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 the 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 law. Borrower also agrees to pay Lender's attorney's fees and costs 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 attorney's 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 us 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 exemption laws, Borrower's homestead is usually free from the claims of creditors. Borrower gives up the homestead exemption right for all debts 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 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 us 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:
FDP Banking and Savings, F.A.
811 Franklin Avenue
Minneapolis, Minnesota 55403

3785871

