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1CO4377 State of Minois County of CDDK 7,1990 NOVEMBER

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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

COOK

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

County,

LOT 89 (EXCEPT THE NORTH 15 FEET THEREOF) AND THE NORTH 20 FEET OF LOT 90, IN GALES FIRST ADDITION TO GALEWOOD, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 1331401087

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

JOAN H AZEKA, WHARRED Aprilator

will be aslied "Barrower

Borrower's address is shown below.

"Lender": TCF BANK SAVINGS tab will be called "Lender". Lender is a federal savings bank which was formed and which exists under the lews of the United States of America. Lencer's address is 801 Marquette Avenue, Minneapolis, Minneapolis 65402.

"Agreement": The CommandCredit Plus Line Agreement algord 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 such a Borrower to obtain Loan Artenices from the Account, make payments, and obtain readvances. Under the Agreement ment, 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 3 is brilled the "Property".

- 3. Final Due Date. The scheduled date for final payment of what Borrower owes under the Agreement is NOVEMBER 12, 2000
- 4. Veriable 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 (lown, based on the highest U.S. prime rate published daily in the Wall Street Journal under "Money Rates" (the "Index"). The Index may not be in a lowest or best rate offered by Lender or other lenders. If the Index becomes unavailable, Lender will select some other interest rate index, to indicate permitted by applicable laws and regulations, as the Index. and notify Borrower, Lender will change the Annual Percentage Rate the first business day (excludes Saturday, Sunday and legal holidays)

following the day that the index changes so that it is always 2.40 persentage 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 9.00 %. Since the Index is now 10.00 %, the Initial Annual Percentage Rate for Borrower's Ac-Annual Percentage Rate le %, which is a Daily Periodic R its o .03397 count le 12.40

- 5. Description of the Property. Borrower gives Lender rights in the following Property
 - a. The Land, which is located at (address) 1932 N NDRHANDY AV. CHICAGO. IL 60635

. The Land has the legal description snown above in section 1.

- b. All buildings and all other improvements and flutures (such as plumbing and electrical equipment) that are now or will in the future be located on the Land.
- c. All "easements, rights, hereditaments, appurtances, rents, royalties, and profits" that go along with the Land. These are rights that Sorrower has as owner of the Land in other property.

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

Jonn Archa	
BOTOVE JOAN H AZEKA	Borrower
Borrower	Borrower

STATE OF	illinois
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COUNTY OF

COOK

The foregoing instrument was acknowledged before me this

NOVEMBER

1990

OFFICIAL BEAL W JOANS H ATERM AMMARIDD NO HOLD NOTAN PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES 8/17/92

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Accomplised by CARCLE MANUFACTURES Premise Deliv CARCLE MANUFACTURES PREMISE PROMISE PROMISE SECTION 1174 LITTLES AND CARCLE MANUFACTURES PROMISE SECTION 1174 LITTLES AND CARCLE MANUFACTURES PARTIES AND CARCLE MANUFACTURES AND CARCLE MANUFACTURES

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That Borrower may bring sult in court to argue that all promises were kept and to present any other defenses Borrower has to retion.

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 attorneys' 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 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 exemption laws, 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 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 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 defined by: TUS BANK SANINGS 30 Bit Manquette Averue Avera Averue Averue Averue Averue Averue Averue Averue Averue Averue Avera Averue Averue Averue Averue Averue Averue Averue Averue Avera Averue Averue Averue Avera Avera

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