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COMMANDCREDIT PLUS[®] MORTGAGE

**TCF NATIONAL BANK
ILLINOIS CONSUMER LENDING DEPARTMENT**

Account Number: 092-074-62
FILE#70-01157452

THIS MORTGAGE ("Mortgage") SECURES A REVOLVING LINE OF CREDIT UNDER WHICH ADVANCES, PAYMENTS, AND READVANCES MAY BE MADE FROM TIME TO TIME. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE AT ANY ONE TIME IS

FIVE THOUSAND DOLLARS AND 00/100

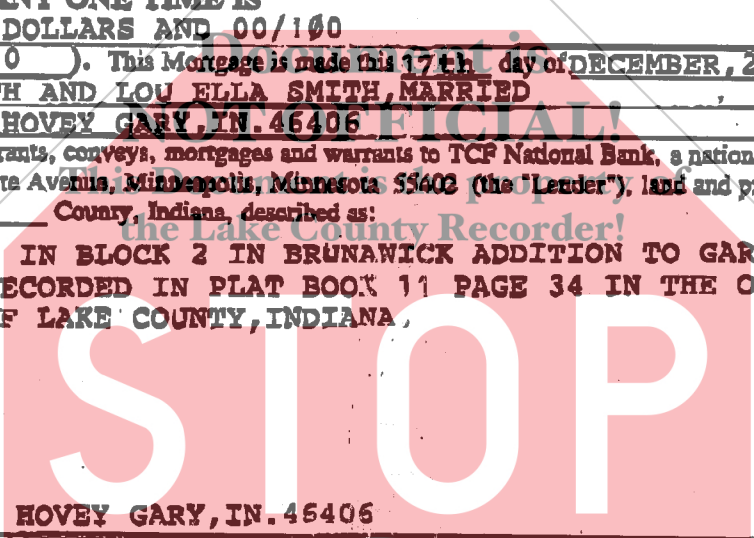
Dollars (\$5,000.00). This Mortgage is made this 17th day of DECEMBER, 2001

by EMANUEL SMITH AND LOU ELLA SMITH, MARRIED

whose address is 429 HOVEY GARY, IN. 46406

(the "Borrower"), who grants, conveys, mortgages and warrants to TCF National Bank, a national banking association, 801 Marquette Avenue, Minneapolis, Minnesota 55403 (the "Lender"), land and property in LAKE County, Indiana, described as:

LOTS 34 AND 35 IN BLOCK 2 IN BRUNAWICK ADDITION TO GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 11 PAGE 34 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



street address: **429 HOVEY GARY, IN. 46406**

tax identification no. **254121830**

together with all buildings, improvements, and fixtures on the property, whether now on the property or added in the future, and all easements and other rights that pertain to the property (collectively the "Property"). This Mortgage secures performance and payment under the terms of the CommandCredit Plus Home Equity Line of Credit Agreement and Disclosure Statement, dated the same date as the Mortgage, subject to any amendment as permitted by its terms ("Agreement"). In addition to the indebtedness due under the Agreement, this Mortgage secures Protective Advances which may be in excess of the maximum principal amount stated above, with interest thereon (collectively "Debt") and the performance of all covenants and agreements of Borrower contained herein. "Protective Advance" is defined as a payment made by Lender for performance of covenants of Borrower pertaining to insuring or preserving the Property upon Borrower's failure to perform. The interest rate under the Borrower's Agreement is variable and can change daily, as described in the Agreement. The full Debt, if not paid earlier, is due and payable on **12-21-2016**

Borrower promises and agrees:

1. To keep the Property in good repair and to comply with all laws and ordinances, which affect the Property.
2. To pay all taxes, assessments, and water bills levied on the Property and any other amounts which could become a Security Interest. "Security Interest" includes any lien, mortgage or other encumbrances.
3. To perform all obligations under any Security Interest on the Property. As of the date hereof, there exists no other Security Interest on the Property, other than as disclosed to Lender on the title search and report or other title evidence obtained by Lender prior to accepting this Mortgage, or on Borrower's loan application.
4. To keep the Property insured against fire, windstorm, flood, and such other hazards as Lender may require, in an amount and manner with companies acceptable to Lender, and with the proceeds made payable in the policies to Lender as mortgages, and to deliver such proof of insurance as Lender may require. Lender will apply any insurance proceeds to pay the Debt, unless Lender agrees in writing that the proceeds can be used differently. If Lender uses the proceeds to reduce the Debt, Borrower will still have to make regular monthly payments until the Debt is satisfied. If Borrower fails to keep the Property insured, Lender may, but is not required to, obtain such insurance to protect Lender's interest. Such insurance obtained by Lender may not protect Borrower's equity interest in the Property. Lender is not required to obtain the lowest cost insurance that might be available.
5. That if all or part of the Property is condemned or taken by eminent domain, Borrower directs the party condemning or taking the Property to pay all of the money to Lender. Lender will apply the money to pay the Debt, unless Lender agrees in writing that the money can be used differently. If Lender uses the money to reduce the Debt, Borrower will still have to make regular monthly payments until the Debt is satisfied.
6. That all payments under the Agreement will be paid when due and in accordance with the Agreement and this Mortgage. That if Borrower fails to pay or perform any of Borrower's obligations under this Mortgage, Lender may pay or perform such obligations. Any amount so paid, and the cost of any title search and report made after any Default, may be added to the Debt as a Protective Advance.

prepared by r.wooten, 555 E. BUTTERFIELD RD., LOMBARD, IL. 60148

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7. That the term "Default" means (a) Borrower's failure to comply with the terms of this Mortgage; or (b) Borrower's failure to comply with the terms of the Agreement such that Lender may terminate the Account as stated in the Agreement; or (c) Borrower's failure to comply with the terms of any Security Interest having priority over this Mortgage.

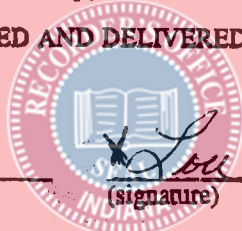
The term "Lender" includes Lender's successors and assigns, and the term "Borrower" includes and binds the Borrower's, heirs, personal and legal representatives, successors, and assigns. If this Mortgage is signed by two or more persons, the obligations and security interest granted by this Mortgage shall be cumulative and in addition to any other remedies provided by law. 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 any person signing this Mortgage or against all of them. However, if someone signed this Mortgage, but signed the Agreement as collateral owner only, then that person will not be required to pay any amount under the Agreement, but will have signed only to grant, convey, mortgage and warrant any rights that person has in the Property. Also, Borrower may agree to extend, modify, forbear, or make any accommodations with regard to the Agreement or Mortgage without such collateral owner's consent.

8. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may require immediate repayment in full of the Debt (called "acceleration") as provided in the Agreement and foreclose this Security Instrument in a manner provided by law if Borrower is in Default. At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a Default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Agreement, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Agreement Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing Default. By not exercising any remedy on Borrower Default, Lender does not waive Lender's right to later consider the event a Default if it continues or happens again.
9. That Borrower shall not assign or transfer the Property or any beneficial interest in the Property by deed, land contract, or other instruments, or in any manner whatsoever, without Lender's prior written consent.
10. That Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
11. That if the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charge is collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the outstanding Debt or by making a direct payment to Borrower.
12. That Mortgage, and any actions arising out of this Mortgage, are governed by Indiana law to the extent not preempted by federal law. If any provision of this Mortgage is found to be unenforceable, all other provisions will remain in full force and effect. Lender's failure to exercise any right or remedy under this Mortgage will not waive Lender's rights in the future.
13. That upon payment of all sums secured by this Mortgage and no further advances are able to be made under the Agreement, Lender Shall release this Mortgage in accordance with Applicable Law. Lender may charge Borrower a fee for releasing this Mortgage if allowed by Applicable Law.
14. That Borrower waives all right of valuation and appraisal.

BY SIGNING BELOW, BORROWER HAS SIGNED AND DELIVERED THIS MORTGAGE AS OF THE DATE FIRST WRITTEN ABOVE.

Borrower:

Emanuel Smith
(signature)



Lou Ella Smith
(signature)

EMANUEL SMITH

(type or very clearly print name)

LOU ELLA SMITH

(type or very clearly print name)

State of Indiana
County of LAKE

) ss.

Before me, THE UNDER SIGNED, a Notary Public, this 15th day of DECEMBER, 2001, by emanuel smith and lou ella smith, married

acknowledged the execution of the annexed mortgage.

Laura G. Schaddelee

Notary Public

County,

My commission expires:

↓
This Instrument prepared by and returned to:
TCF National Bank
Consumer Lending Department
800 Burr Ridge Parkway
Burr Ridge, Illinois 60521

