

UNOFFICIAL COPY

0020214300

2074/03/25/001 Page 1 of 5

2002-02-25 09:18:42

Cook County Recorder

29.50



0020214300

MORTGAGE

\*\* NOTE \*\* This space is for RECORDER'S USE ONLY

NAME AND ADDRESS OF MORTGAGOR(S): <b>JANENE G ZIELER STEPHEN W ZIELER HUSBAND AND WIFE AS JOINT TENANTS</b>		MORTGAGEE: <b>THE CIT GROUP/CONSUMER FINANCE, INC. 377 EAST BUTTERFIELD ROAD SUITE 925 LOMBARD, IL 60148</b>	
15051 HIGHLAND AVENUE ORLAND PARK, IL 60462		DATE 01/15/02	
LOAN NUMBER	DATE FIRST PAYMENT DUE 02/19/02	DATE FINAL PAYMENT DUE 01/19/12	PRINCIPAL BALANCE \$ 48,050.00

The words "I," "me," and "my" refer to all Mortgagors indebted on the Note secured by this Mortgage.  
The words "you" and "your" refer to Mortgagee and Mortgagee's assignee if this Mortgage is assigned.

135971M  
27.09.308.026

MORTGAGE OF PROPERTY

To secure payment of Note I signed today promising to pay to your order the above Principal Balance together with interest at the interest rate set forth in the Note, each of the undersigned grants, mortgages and warrants to you, with mortgage covenants, the real estate described below, all fixtures and personal property located thereon and all present and future improvements on the real estate (collectively the "Property") which is located in the County of COOK in the State of Illinois:

SEE ATTACHED LEGAL DESCRIPTION 'EXHIBIT A'

Permanent Index Number: 2709308026

Street Address: 15051 HIGHLAND AVENUE, ORLAND PARK, IL 604623035

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

NOTICE: See Other Side and Attached Pages For Additional Provisions

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**TAXES - LIENS - INSURANCE - MAINTENANCE** - I will pay, when they are due and payable, all taxes, liens, assessments, obligations, water rates and any other charges against the Property, whether superior or inferior to the lien of this mortgage, maintain hazard insurance on the Property in your favor in a form and amount satisfactory to you and maintain and keep the Property in good repair at all times during the term of this mortgage. You may pay any such tax, lien, assessment, obligation, water rates, premium or other charge (including any charge to maintain or repair the Premises) or purchase such insurance in your own name, if I fail to do so. The amount you pay will be due and payable to you from me on demand, will bear an interest charge at the interest rate set forth in the Note secured by this mortgage if permitted by law or, if not, at the highest lawful interest rate, will be an additional lien on the Property and may be enforced and collected in the same manner as the other obligations secured by this mortgage. The insurance carrier providing the insurance referred to above will be chosen by me subject to your approval which will not be unreasonably withheld. All insurance policies and renewals must be acceptable to you and must include a standard mortgagee clause. You will have the right to hold the policies and renewals. If you require, I will promptly give to you all receipts of paid premiums and renewal notices. In the event of a loss, I will give prompt notice to the insurance carrier and you. You may file proof of loss if not made promptly by me. Insurance proceeds will be applied to the restoration or repair of the Property damaged or, at your option, the insurance proceeds will be applied to the sums, secured by this mortgage, whether or not then due, with any excess paid to me. If I abandon the Property, or do not answer within ten (10) days, a notice from you that the insurance carrier has offered to settle a claim, then you may collect the insurance proceeds. The ten (10)-day period will begin when the notice is given.

**TITLE** - I warrant the title to the Property. I further warrant that the lien created by this mortgage is a valid and enforceable second lien, subordinate only to (1) the advances actually made and secured by any first mortgage, and (2) easements and restrictions of record existing as of the date of this mortgage, and that during the entire term of indebtedness secured by this mortgage such lien will not become subordinate to anything else, including subsequent advances secured by any first mortgage.

**CONDEMNATION** - The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation (the taking of my property for a public use) or any other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and will be paid to you and are subject to the lien of this mortgage. In the event of a taking of the Property the proceeds will be applied to the sums secured by the mortgage, whether or not then due, with any excess paid to me. If the Property is abandoned by me, or if, after notice by you to me that the condemnor offers to make an award or settle a claim for damages, I fail to respond to you within ten (10) days after the date the notice is given, you are authorized to collect and apply the proceeds, at your option, either to the restoration or repair of the Property or to the sums secured by the mortgage, whether or not then due.

**CONSENT TO TRANSFER OR ALTERATION** - Except in those circumstances in which federal law otherwise provides, I will not, without your prior written consent, sell or transfer the Property or alter, remove or demolish the Property.

**DEFAULT** - If I default in paying any part of the obligations secured by this mortgage or if I default in any other way under this mortgage or under the note which it secures, or if I default under the terms of any other mortgage or security document covering the Property, the full unpaid principal balance and accrued and unpaid interest charge will become due immediately if you desire, without your advising me. I agree to pay all costs and disbursements (including reasonable attorney fees) to which you are legally entitled in connection with any suit to foreclose on or collect this mortgage. If any money is left over after you foreclose on this mortgage and deduct such costs and disbursements, it will be paid to the persons legally entitled to it, but if any money is still owing, I agree to pay you the balance.

**APPOINTMENT OF RECEIVER AND ASSIGNMENT OF RENTS** - I agree that you are entitled to the appointment of a receiver in any action to foreclose on this mortgage and you may also enter the Property and take possession of it, rent it if the Property is not already rented, receive all rents and apply them to the obligations secured by this mortgage. I assign all rents to you but you agree that I may continue to collect the rents unless I am in default under this mortgage or the Note.

**RIGHTS CUMULATIVE** - Your rights under this mortgage will be separate, distinct and cumulative and none of them will be in exclusion of any other nor will any act of yours be considered as an election to proceed under any one provision of this mortgage to the exclusion of any other provision.

**NOTICES** - I agree that any notice and demand or request may be given to me either in person or by mail.

**EXTENSIONS AND MODIFICATIONS** - Each of the undersigned agrees that no extension of time or other variation of any obligation secured by this mortgage will affect any other obligations under this mortgage.

**APPLICABLE LAW** - This mortgage is made in accordance with, and will be construed under, the laws of the State of Illinois, and applicable federal law.

**FORECLOSURE** - In the event that any provision of this mortgage is inconsistent with any provision of the Illinois Mortgage Foreclosure Law Chapter 735, Act 5, Sections 15-1101 et. seq., III. Rev. Stat., as amended ("Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this mortgage that can be construed in a manner consistent with the Act. If any provision of this mortgage

1443250 01/15/02 09:13 JANENE ZIELER

2-1170B

**NOTICE: See Other Side and Attached Pages For Additional Provisions**

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Law Title Insurance Company, Inc.

Commitment Number: 135971M REV 1/4/02

## SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

LOT 18 IN BLOCK 9 IN ORLAND HILLS GARDENS UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 9, AND PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, ALL IN TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 1958 AS DOCUMENT NUMBER 17226535, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

ALTA Commitment  
Schedule C

(135971.PFD/135971M/4)

2021 1300

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Property of Cook County Clerk's Office

000112040211000

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shall grant you any rights or remedies upon my default which are more limited than the rights that would otherwise be vested in you under the Act in the absence of said provision, you shall be vested with the rights granted in the Act to the full extent permitted by law.

**MAXIMUM AMOUNT** - The maximum amount of principal, interest, future advances and other amounts (now or hereinafter owed) that shall be secured by this mortgage shall be double the original principal balance hereinabove stated.

**RESPONSIBLE PARTY TRANSFER ACT** - I represent and warrant that the Property does not contain any underground storage tanks or conditions which require notification or compliance with the Responsible Party Transfer Act of 1988, as amended (Illinois Annotated Statutes, Chapter 30, Paragraph 901 et. seq.), in conjunction with the execution and delivery of this mortgage.

**EXCESS INTEREST** - It being the intention of you and me to comply with the laws of the State of Illinois and applicable federal law, it is agreed that notwithstanding any provision to the contrary in the Note, this mortgage, or any of the other loan documents, no such provision shall require the payment or permit the collection of any amount ("Excess Interest") in excess of the maximum amount of interest permitted by law to be charged for the use or detention, or the forbearance in the collection, of all or any portion of the indebtedness hereby secured. If any Excess Interest is provided for, or is adjudicated to be provided for, in the Note, this mortgage, or any of the other loan documents, then in such event (a) the provisions of this paragraph shall govern and control; (b) I shall not be obligated to pay any Excess Interest; (c) any Excess Interest that you may have received hereunder shall, at your option, be (i) applied as a credit against the then unpaid principal balance under the Note, accrued and unpaid interest thereon (not to exceed the maximum amount permitted by law), or both, (ii) refunded to the payor thereof, (iii) any combination of the foregoing; (d) the rate of interest under the Note shall be automatically subject to reduction to the maximum lawful rate allowed under the laws of Illinois or applicable federal law and the Note, this mortgage, and the other loan documents shall be deemed to have been, and shall be, reformed and modified to reflect such reduction in the rate of interest under the Note.

**RELEASE** - Upon payment of all sums secured by this Mortgage, you shall release the Property from the lien of this instrument. I shall pay recording costs to the extent permitted by applicable law.

**RECEIPT OF COPY** - Each of the undersigned acknowledges receipt of a completed and signed copy of this mortgage.

**BINDING EFFECT** - This mortgage is binding on and cures to both your and my successors and assigns.

## NOTICE: See Attached Pages For Additional Provisions

Janene G. Zieler (Seal)  
(Type or print name below signature)  
**JANENE G ZIELER**

Stephen W. Zieler (Seal)  
(Type or print name below signature)  
**STEPHEN W ZIELER**

\_\_\_\_\_  
(Type or print name below signature)

STATE OF ILLINOIS  
COUNTY OF Cook

I, the undersigned, certify that Janene G. Zieler & Stephen W. Zieler, his/her spouse, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Dated: \_\_\_\_\_

Sindy Visage  
Notary Public  
[Seal]

This instrument was prepared by and upon recording should be returned to:

**THE CIT GROUP/CONSUMER FINANCE, INC.**  
(Type Name)

**PO BOX 630, MARLTON NJ, 08053-3941**  
(Type Address)

1443250 01/15/02 09:13  
2-1170C

OFFICIAL SEAL  
SINDY VISAGE  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES MAR. 28, 2005

2005-11-00