U	NOFFI	CALC 2428 70071	230151 33 001 Page 1 of 4 -04-03 09:39:12
			nty Recorder 27.50 00230151
302			
MORTGAGE	£	** NOTE ** Th	is space is for RECORDER'S USE ONLY
NAME AND ADDRESS OF MORTGAGOR MARK L ZISOOK MICHELLE R ZISOOK HUSBAND AND WIFE 840 HAWTHORNE NORTHBROOK, IL 60062	STORY OF	MORTGAGEE: THE CIT GROUP/CONSUMEI 377 EAST BUTTERFIELD RO. SUITE 925 LOMBARD, IL 60148	R FINANCE, INC.
LOAN NUMBER		DATE	*
DATÉ FIRST PAYMENT DUE	DATE FINAL PAYMENT	93/10/00 PRINCIPAL BALANC \$ 52,000.00	CE
The words "I," "me," and "my" refer The words "you" and "your" refer to	03/15/30 to all Mortgagors inde Mortgagee and Mortg	ebted on the Note secured by this M	ortgage. assigned.
	ned today promising ste, each of the unders	to pay to your order the above Printing igned grants, mortgages and warrant property located thereon and all presents.	cips 1 Palance together with interest

SEE ATTACHED LEGAL DESCRIPTION 'EXHIBIT A'

Permanent Index Number:

Street Address:

840 HAWTHORNE, NORTHBROOK, IL 600623466

Street Address:

840 HAWTHORNE, NORTHBROOK, IL 600623466

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

UNOFFICIAL COPY

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 proceed 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

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 (?) he 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

CONDEMNATION - The proceeds of any ward 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 wil by raid 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, o 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 Troperty or alter, remove or demolish the

DEFAULT - If I default in paying any part of the obligations secured by this mortgree 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 unpail interest charge will become due immediately if you desire, without your advising me. I agree to pay all costs and disbussments (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 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 2-1170B

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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; (3) 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, or (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 sum's recured 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 undersign dacknowledges receipt of a completed and signed copy of this mortgage.

BINDING EFFECT - This mortgage is binding or and inures to both your and my successors and assigns.

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NOTICE: See Attached Pages For Additional Provisions
NOTICE: See Attained Lagor 1
(Seal)
(Seal)
(Type or print name below signature) MARK ZISOOK
(Seal)
MICHELLE R ZISOCA
STATE OF ILLINOIS
COUNTY OF LAL ACKNOWLEDGEMENT
I. The Undersynal , certify that MARK L ZISOOK
[and MICHELLE R ZISOOK , his/her spouse,] personally known to me to be the said. Person(s) whose
[and MICHELLE R ZISOOK , his/her spouse,] personally known to the to be the same personally known to the same personal known to the same persona
name(s) is/are subscribed to the foregoing instrument, appeared before the this day in personal name(s) is/are subscribed to the foregoing instrument, appeared before the this day in personal name(s) is/are subscribed to the foregoing instrument, appeared before the this day in personal name(s) is/are subscribed to the foregoing instrument, appeared before the this day in personal name(s) is/are subscribed to the foregoing instrument, appeared before the this day in personal name(s) is/are subscribed to the foregoing instrument, appeared before the this day in personal name(s) is/are subscribed to the foregoing instrument, appeared before the this day in personal name(s) is/are subscribed to the foregoing instrument, appeared before the this day in personal name(s) is/are subscribed to the foregoing instrument as his/her/their free and voluntary act for the uses and purposes therein set
he/she/they signed and delivered the instrument as mis/ner/then nee and votation and the instrument as mis/ner/then nee and votation and the instrument as mis/ner/then need and the instrument as mis/need a
forth, including the release and waiver of the right of homestead.
Chut Ju
Dated: 3-10-2000 Notary Public "OFFICIAL SEAL"
[Seal] Constance J. Powers
This instrument was prepared by and upon recording should be returned to: Notary Public, State of Illinois Notary Public, State of Illinois
S My Commission Expires 71172001 3
THE CIT GROUP/CONSUMER FINANCE, INC.
(Type Name)
PO BOX 630, MARLTON NJ, 08053-3941
03/09/00 16:38 895097 2-1170C

UNOFFICIAL COPY

00230151

EXHIBIT A

LEGAL DESCRIPTION

Lot 121 in Northbrook Knolls, being a Resubdivision of part of the Northwest 1/4 of Section 9, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.