FIRST MIDWEST TITLE SEAVICES, INC. 94-3894

1

THE CASE ADDRESS OF MODIFICATIONS.	
NAME AND ADDRESS OF MORTGAGOR(S): ADDIE DORSEY DIVORCED AND NOT SINCE REMARRIED	
7923 B KINGSTON CHICAGO, IL 60617	
MORTGAGEE:	
THE CIT GROUP/CONSUMER FINANCE, INC 377 E. BUTTERFIELD ROAD SUITE 560	. DEPT-01 RECORDING \$23.50 . T\$0011 TRAN 4961 12/16/94 11:49:00 . \$3071 f RV ※一の4一の写の占する
LOMBARD, IL 60148	COOK COUNTY RECORDER
LOAN NUMBER DATE PRINCIPAL BALANCE	
DATE FIRST PAYNEY T DUE DATE FIRST PAYNEY T DUE	
01/21/95 12/21/04	
The words "I," "me," and "my refer to all Mortgagors indebted on the No The words "you" and "your" refer to Mortgagee and Mortgagee's assigned MORTGAGE OF PROPERTY To secure payment of a Note I signed oda; promising to pay to yo interest rate set forth in the Note, each of the undersigned grants, mortga described below, all fixtures and personal property located thereon and all the "Property") which is located in the County of	our order the above Principal Balance together with interest at the ages and warrants to you, with mortgage covenants, the real estate
the "Property") which is located in the County ofin the State of Illinois:	COOK
LOT 14 (EXCEPT THE NORTH 10 FEET THEREOF BLOCK 1 IN 79TH ST. ADDITION TO CHEITEN: SECTION 31, TOWNSHIP 38 NORTH, RANGE 15 IN COOK COUNTY, ILLINOIS.	AM BEACH, IN THE NORTHWEST 1/4 OF
Permanent Index Number: 21-31-103-012	<u> </u>
Street Address: 7923 S KINGSTON, CHICAG hereby releasing and waiving all rights under and by virtue of the home	O, 7L 50617
hereby releasing and waiving all rights under and by virtue of the hom NOTICE: See Other Si Signed and acknowledged in the presence of	ide For Additional Provisions
Signed and seknowicoged in the presence of	(Seal)
	ADDIE DORSEY
Witness	(Seal)
·· ··· ·	(Scal)
Wispees	(Type or print name below signature)
	
ACKNOWLEDGEM L. THE UNDERSIGNED .comify	
I, THE UNDERSIGNED , certify	tha ADDIE DORDEL
	spouse,) personally known to me to be the same person(s) whose
name(s) is/are subscribed to the foregoing instrument, appeared before me delivered the instrument as his/her/their free and voluntary act for the uses of the right of homestead.	
Dated: 12-15, 19 94	Notary Public Dynn Latin
This instrument was prepared by and upon recording should be returned to	g cours cynn croson . P
THE CIT GROUP/CONSUMER FINANC	Notary Public State Of Minois
PO Box 270655, Oklahoma City,	OK 73137-0655
(Type Address)	1 IVAN OI

#943361120430/ACAPS

2-1169A (10/92) Illinois Pirat Mortgage

TAXES - LIENS - INSURANCE MILINIF WANCE wen they are due and pay ble, all taxes, liens, assessments, obligations, water rates and any order 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 lieu 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 shove 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 currier 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 first lien, subordinate only to 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.

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 part 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 ane due 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 were ed by the mortgage, whether or not then due.

CONSENT TO TRANSFER OF ALTERATION - Except in those circumstances in which federal law otherwise provides, I will not, without your prior written consent, cell it 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 security document covering the Property, the full unpaid principal balance and accrued and unpaid interest change 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 for close 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 ASSIGNMI.N7 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 his 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 my either in person or by mail.

EXTENSIONS AND MODIFICATIONS - Each of the undersigned agrees the moderation 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 cry provision of the Illinois Mortgage Foreclosure Law Chapter 110, 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 retries mortgage that can be construed in a manner consistent with the Act. If any provision of this mortgage shall grant you any rights or remains 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 under ground storage tanks or conditions which require notification or compliance with the Responsible Party Transfer Act of 1988, as amon et allinois 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 ederal 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 indehtedness 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, 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.

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 inures to both your and my successors and assigns