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Eugene "Gene" Moore Fee: Cook County Recorder of Deeds Date: 04/21/2005 01:29 PM Pg:

MORTGAGE

NOTE ** This space is for RECORDER'S USE ONLY NAME AND ADDRESS C. MORTGAGOR(S): THE CIT GROUP/CONSUMER FINANCE, INC. 377 EAST BUTTERFIELD ROAD UNMARRIED MAN **SUITE 925** PERRY SHERROD LOMBARD, IL 60148 6428 S ABERDEEN ST REET CHICAGO, IL 60621 MORTGAGEE: MERS P.O. BOX 2026 MIN: 100263195007385550 FLINT, MI 48501-2026 LOAN NUMBER DATE 9500738555 04/15/05 DATE FIRST PAYMENT PRINCIPAL BALANCE 06/01/05 05/01/35 \$ 127,500.00

The words "I," "me," and "my" refer to all Mortgagors a cebted on the Note secured by this Mortgage. The words "you" and "your" refer to Lender and Lender's assignee if this Mor gag' is assigned. "MERS" refers to Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting olely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Mortgage. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (858) 679-MERS.

MORTGAGE OF PROPERTY

To secure payment of Note I signed today promising to pay to your refer the above Principal Balance together with interest at the interest rate set forth in the Note, each of the undersigned grants, mort gages and warrants to MERS and its successors and assigns, (solely as nominee for Lender and Lender's successors and assigns) with mortgage covenants, the real estate described below, all fixtures and personal property located thereon and all present and future in provements on the real estate (collectively the "Property") which is located in the County of COOK in the State of Illinois:

SEE ATTACHED LEGAL DESCRIPTION 'EXHIBI".

Permanent Index Number:

20-28-326-020-0000

Street Address:

1214 E 71ST PL, CHICAGO, 60617

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

SEE PAGES 2 AND 3 FOR ADDITIONAL IMPORTANT TERMS

04/14/05 10-14

1826892 2-2464A (4/04) Illinois First Mortgage Adjustable Rate

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Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Mortgage, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Mortgage.

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 in effect from time to time as provided 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 rest or tion or repair of the Property damaged or, at your option, the insurance proceeds will be applied to the sums, secured by this montgage, 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 no ice from you that the insurance carrier has offered to settle a claim, then you may collect the insurance proceeds. The ten (10 -d/y 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 ear ments and restrictions of record existing as of the date of this mortgage, and that during the entire term of indebtedness secured by his mortgage such lien will not become subordinate to anything else.

CONDEMNATION - The procee's of any award or claim for damages, direct or consequential, in connection with any condemnation (the taking of my preperty for a public use) or any other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assign 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 splied 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, sither 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 - J.x ept 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 see red 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 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 our money is left over after you foreclose on this mortgage and deduct such costs and disbursements, it will be paid to the persons lecally entitled to it, but if any money is still owing, I agree to pay you the balance.

APPOINTMENT OF RECEIVER AND ASSIGNMENT OF RENTS - 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 Projecty 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 pursuant to the Alternative Mortgage Transactions Pranty Act of 1982 and applicable regulations. Otherwise, to the extent not preempted by such Act or regulations, this Mortgage is governed by Illinois law and any other applicable law.

1826892 2-2464B

SEE PAGES 1 AND 3 FOR ADDITIONAL IMPORTANT TERMS

Initial(s) X

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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 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 herein above 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 you 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 in effect from time to time as provided in 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 in 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 under and acknowledges receipt of a completed and signed copy of this mortgage.

BINDING EFFECT - This mortgage is binding a pand invest to your my and MEDS!

BINDIN	GEFFECT - T	This roortgage is b	indirg on and inu	res to your, my and	MERS' succe	ssors and assigns	
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0511142268 Page: 4 of 5

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ADJUSTABLE RATE RIDER

THIS ADHISTADIE	DATE DIDED ! 1 41'	4 500 17 4
Deed of Trust, or simila undersigned (the "Borrow THE CIT GROUP/CONSU	er instrument (the "Security er") to secure Borrower's A MER FINANCE, INC., (the ecurity Instrument and locate), IL 60617	deemed to amend and supplement the Mortgage, Instrument") of the same date given by the adjustable Rate Promissory Note (the "Note") to "Lender") of the same date and covering the ed at:
	Property Addr	
THE AMOUNT ANY ONE TIME	TE AND THE MONTHL THE BORROWER'S IN AND THE MAXIMUM R	LLOWING FOR CHANGES IN THE Y PAYMENT. THE NOTE LIMITS TEREST RATE CAN CHANGE AT ATE THE BORROWER MUST PAY.
Instrument, Borrowe, and	Lender further covenant and	agree as follows:
The Note provides for at the interest rate and the round on the rate could change is called	non'nly rayments, as follownat day every 6 moa "Change Date."	%. The Note provides for changes in ws. The interest rate I will pay may change on onth(s) thereafter. Each date on which my interest
quotations of 5 major bank available, the Note Holder Note Holder will give me r days before each Change D will calculate my new inte then determine the amount that I am expected to owe substantially equal paymer payment. The interest rate 11.250 % or less that decreased on any single Ch paying for the preceeding My new interest rate will monthly payment beginning my monthly payment chang in my interest rate and the a notice will include informat as well.	s (LIBOR), as published in the will choose a new Index who notice of this choice. The new indice of this choice. The new indice is called the "Current Interest rate by adding 6.000 of the monthly payment that at the Change Date in full ints. The result of this calculate. I am required to pay at the 5.250 %. Thereafter tange Date by more than 6 months. My interest month of the second of the first monthly payment is again. The Note Holder was amount of my monthly payment in required by law to be given in the second of the second o	rest rate will never be greater than 14.250 %. Change Date. I will pay the (moint of my new nt date after the Change Date und the amount of will deliver or mail to me a notice of any changes tent before the effective date of any change. The wen to me and possibly certain other information
BY SIGNING BELOW B Adjustable Raje Rider.	orrower accepts and agrees	to the terms and covenants contained in this
PERRY SHERROD	(Seal)	(Seal)
AMI GIERROD	-Borrower	-Borrower
	(Seal)	(Seal)
V14/05 19:14 1826892	-Borrower	-Borrower

82-4383 (1/00) Multistate Adjustable Rate Mortgage Rider - LIROR

0511142268 Page: 5 of 5

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Escrow File No.: LT1294F

EXHIBIT "A"

Lot 5 in Eggleston's Resubdivision of Lots 1 and 14 and part of Lot 13 in Block 10 in Auburn Park in the West Half (W 1/2) of Section 28, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PIN - 20-28-326-020

Toperty of Coot County Clerk's Office