TLE THE LINOFF MONAGE OPY

| NAME AND ADDRESS OF MORTGAGORIS): ROBERT A. CLAUSEN MARY KAY CLAUSEN HIS WIFE, AS JOINT TENANTS 535 WOODLAND LANE SOUTH MORTHFIELD, IL 60093 | the second secon |
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| MARY KAY CLAUSEN HIS WIFE, AS JOINT TENANTS 535 WOODLAND LANE SOUTH | |
| HIS WIFE, AS JOINT TENANTS 535 WOODLAND LAME SOUTH | response to the contract of th |
| 535 WOODLAND LANE SOUTH | |
| | ATTOMACA |
| MORTHFLEAD, ID OUVSS | 94565(27 |
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| MORYGAGEE: | . DEPT-01 RECORDING |
| THE CIT GROUP/CONSUMER FINANCE, INC | The same of the sa |
| 377 E. BUTTERFIELD ROAD | . T#7777 TRAN 3942 06/28/94 15 |
| SUITE 560 | - 44551 幸 GV ※一タ4一窓名 |
| LOMBARD, IL 60148 | . COOK COUNTY REGORDER |
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| LOAN NUMBER DATE PRINCIPAL BALANCE | The second of th |
| N = 10=104 844 570 00 | and the contract of the contra |
| 06/27/94 \$41,670.60 DATE FIRST PAYABIT DATE FINAL PAYMENT | terrena en |
| DATE FIRST PAY WENT DUE | and the second of the second o |
| 08/01/54 07/01/04 | , |
| The words "I," "me," and "lar," refer to all Mortgagors indebted on the Note see | |
| The words "you" and "your' sy to Mortgagee and Mortgagee's assignee if thi | |
| | er de la companya de |
| MORTGAGE OF PROPERTY To secure payment of a Note I size I today promising to pay to your ord | to the above Principal Belence together with interest |
| interest rate set forth in the Note, each of the midersigned grants, mortgages an | ad warrants to you, with mortgage covenants, the real |
| described below, all fixtures and personal I rope by located thereon and all pres | ent and future improvements on the real estate (collec |
| | |
| the "Property") which is located in the County of | COOK |
| LOT 15 IN WOODLAND PARK, BEING A SUBDIVISION OF THE HORTHEAST 1/4 OF SECTION 24, TOWNSDEAST OF THE THIRD PRINCIPAL MERILIAN. LYING WI | HTP 42 NORTH, RANGE 12, |
| 40x | general francestrates |
| | general i Applica di Propinsi Propinsi di |
| Permanent Index Number: 04-24-200-036 | |
| Street Address: 535 WOODLAND LANE SOUTH | , NCATHFIELD, IL 60093 |
| hereby releasing and waiving all rights under and by virtue of the homostead exe | mpto Revs of the State or Lumbs. |
| NCFICE: See Other Side Fol | a I want I want |
| NOTICE: See Other Side For Signed and acknowledged in the presence of | ht to keep |
| | (Type (19 Int name below signature) |
| | TATE OF THE PARTY |
| | ROBERT A. C. AUSEN |
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| | MARY KAY CLAUSES |
| Signed and aclossowindged in the presence of A Carollee Goraf A Winner Winner | MARY KAY CLAUSES |
| Signed and aclossywindged in the presence of Carallee Graph Marie | MARY KAY CLAUS (E) |
| Signed and aclossowindged in the presence of A Carollee Goraf A Winner Winner | MARY KAY CLAUSER |
| Signed and acknowledged in the presence of Carolica Struct | (Type or print name below algranam) ROBERT A. CLAUSEN |
| Signed and acknowledged in the presence of Color Color Color Color | (Type or print name below signature) ROBERT A. CLAUSEN c.) personally known to me to be the same person(s) w |
| Signed and aclosswindged in the presence of Witness ACKNOWI.FDGEMENT T. BOMAK Sand MARY KAY CLAUSEN This/her sposes This/her sposes This/her sposes This/her sposes This/her sposes This/her sposes | (Type or print name below signature) ROBERT A. CLAUSEN a.) personality known to me to be the same personals and an elemented good that he/she/they signed |
| Signed and aclosswindged in the presence of Witness ACKNOWLEDGEMENT L. PHILLIP T. BOMAK ACKNOWLEDGEMENT | (Type or print name below signature) ROBERT A. CLAUSEN a.) personally known to me to be the same personals way in person and acknowledged that he/she/they signed. |
| Signed and aclossystedged in the presence of Winner Winner ACKNOWI.FDGEMENT J. PHILLIP T. BOMAK ACKNOWI.FDGEMENT J. Certify that Send MARY KAY CLAUSEN This/her spouse Sentence(s) in/are subscribed to the foregoing instrument, appeared before me this de selivered the instrument as his/her/their free and voluntary act for the uses and positive right of homestead. PHILLIP T. NOWAK | (Type or print name below signature) ROBERT A. CLAUSEN a.) personally known to me to be the same personals way in person and acknowledged that he/she/they signed. |
| Signed and aclossystedged in the presence of Winner Winner ACKNOWLEDGEMENT I. PHILLIP T. BIOMAK ACKNOWLEDGEMENT I. Certify that Sand MARY KAY CLAUSEN Interest subscribed to the foregoing instrument, appeared before me this dated its result of the right of homesteed. Of the right of homesteed. Official SEAL* PHILLIP T. NOWAK Notary Public, State of simesteed Onted: 6/27, 19 94 Notary Public, State of simesteed. | (Type or print name below signature) ROBERT A. CLAUSEN a) personally known to me to be the same person(s) way in person and acknowledged that he/she/they signed the person sherein set forth, including the release and w |
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2-1170A (10/92) IMpois Second Mortgage #941651623470/ACAPS 23 Jul

TAXES - LIENS - INSURANCE - MAINTENANCE - I will pay, when they are due and payable, all taxes, liens, as obligations, water rates and any other charges against the Property, whether superior or inferior to the Hen of this mortgage, main 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 mortgages 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

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 os 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.

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

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 pelu 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 and one 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 accurraby the mortgage, whether or not then due.

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

DEFAULT - If I default in paying any per 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 defaul, under the terms of any other mortgage or security document covering the Property, the full unpaid principal balance and accrued and unpaid into est 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 paid to the persons legally entitled to it, but if any roosy is still owing, I agree to pay you the balance.

APPOINTMENT OF RECEIVER AND ASSIGNMENT CARENTS - 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 mo igage. 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 Nation

RIGHTS CUMULATIVE - Your rights under this mortgage will be less state, 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 price d 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 evaco in person or by mail.

EXTENSIONS AND MODIFICATIONS - Each of the undersigned agrees that the 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 more size of the Illinois Mortgage Percelosure Law Chapter 110, Sections 15-1101 et. seq., III. Rev. Stat., as amerided ("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 anner consistent with the Act. If any provision of this mortgage shall grant you any rights or zemed a 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 provisor, 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 (no / c. bereinsfar 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 amended (U inois 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 Except Interest that you may have received hereunder shall, at your option, be (i) applied as a credit against the then unpaid principal balance the Note, accrued and unpaid interest thereon (not to exceed the maximum amount permitted by faw), or both, (ii) refused to the payor of, or (iii) any combination of the foregoing; (d) the rate of interest under the Note shall be automatically subject to reduction to the mighteum lawful rate allowed under the laws of Illinois or applicable federal law and the Note, this mortgage, and the other loss documents slightly deemed to have been, and shall be, reformed and notified in Section in the rate of interest under the Note.

MECEIPT OF COPY - Each of the undersigned acknowledges Notified of a completed and signed copy of this mortgage.

MINDING REFECT - This mortgage is blading on and implified both your and my excessors and easigns.