NAME AND ADDRESS OF MORTGAGORIS):	THIS SPACE PROVIDED FOR RECORDER'S USE ONLY
THEODORE P. SULLIVAN JR	
KIMBERLY BAC-SULLIVAN	
	. DEPT-01 RECORDING \$25.
0045 # 4101074	• SELL OF RECOMPTED
2215 W AUGUSTA CHICAGO, IL 60622	• T09999 TRAN 4514 07/06/94 11135100
	- 18620 1 DW #-94-585ロオ
MONTGAGEE:	. COOK COUNTY RECORDER
THE CIT GROUP/CONSUMER FINANCE, INC	
377 E. BUTTERFIELD ROAD SUITE 560	
LOMBARD, IL 60148	
LOAN NUMBER DATE DATE FINAL PAYMENT	0450
LOAN NUMBER DATE DATE FINAL PAYMENT	94585072
07/05/94 07/11/14	~ ~ ~
Maximum Anioun of Unpeid Loen Indebtedness Exclusive of Interest and other	i
Charges secured water this Mortgage.	1
	Surface Control Annual
The words "I," "me," and "niy" refer to all Mortgagors indebted on that certain. How Statement dated the date hereof ("Note") secured by this Mortgage.	ne Equity Line of Credit Agreement and Disclosure
The words "you" and "your" refer 20 Mortgages and Mortgages's ensignes if this Mu	ortgago is assigned.
	de a realization
MORTGAGE OF PROPERTY To secure payment of a Note I signed testay promising to pay to your order th	945851)772
interest rate in effect, from time to time, as set furth in the Note, each of the undersi	
by virtue of the homestead exemption laws of the State of Illinois, grants, mortgages	and warrants to you, with mortgage covenants, the real
estate described below, all flatures and permand property located thereon and al	
(collectively the "Property") which is located in the County of	COOK in the State of Illinois, as
Permanent Index Number: 17-06-317-0/6-0000/17-00	6-317-015-0000/17-06-317-017-
Street Address: 2215 W AUGUSTA , CHICAGO	, IL 60622
at all times during the term of this moregage. You may pay any such tax, it is, assessed (including any obarge to maintain or repair the Property) or purchase such in extense pay will be due and payable to you from me on demand, will bear an interest charge mortgage if per pitted by law or, if not, at the highest lawful interest rate, will be an	in your own name, if I full to do so. The amount you so the interest rate set forth in the Note secured by this idditional lien on the Property and may be enforced.
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TITLE - I warrant the title to th alist and enforceable lien, subordinate only to any first Mortgage you have previously approved in writing and to essements 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

CONDEMNATION - The proceeds of any award or c aim 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 /emolish the Property.

DEFAULT - If I default in paying any part of the obligations secured by this movingage or if I default in any other way under this movingage or if an Event of Default (as defined in the Note) occurs 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 suk to foreclose on or collect this mortgage. If any money is left over after you foreclose on this mortgage and deduct such coats 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 sasign 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 this mortgage to the exclusion of any other nor will any act 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 sechiped by this mortgage will affect any other obligations under this mortgage.

AFRIACABLE LAW - This mortgage is in ad- in accordance with, and will be construed under, the laws of the State of Illinois, and

applicable federal law.

FÜRECLOSURE - In the event that any provision of this mortgage is inconsistent with any provision of the Illinois Mortgage Foreclosure, paw 735 ILCS 5/15-1101 et. seq., 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 that fravision 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 he 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 tals ice hereinabove stated.

RESPONSIBLE PARTY TRANSFER ACT - I represent and warrant this this Property does not contain any underground storage tanks or conditions which require notification or compliance with the Responsible Fary Fransfer Act of 1988, as amended 765 ILCS 90/1 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 layer 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 ray 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 or provision of the indebtedness hereby secured. If any Excess Interest is provided for, or is adjudicated to be provided for, in the Note, this montains 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 automatic my subject to reduction to the maximum lawful rate allowed under the laws of Illinois or applicable federal law and the Note, this mortgag :, 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 water the Note.

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

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

REVOLVING CREDIT LOAN. This murigage is given to secure a revolving credit loan unless and until such loan is converted to an installment loan (as provided in the Note), and shall secure not only presently existing indebtedness under the Note but also future advances, whether such advances are obligatory or to be made at the option of mortgagee, or otherwise, as an made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this mortgage, although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filling for record in the recorder's or registrer's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid principal balance of indebtadassa secured hereby (including disbursements that Mortgages may make under this mortgage, the Note, or any other document with respect thereto) at any one time outstanding shall not exceed the Credit Limit provided in the Note (Principal Balance) plus interest thereon, and any disbursements made for payment of taxes, special assessment, or insurance on the Property and interest on such disburaements (all such indebtedness being hereinafter referred to as the maximum amount secured hereby). This mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent ilens and encumivances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law. The Note contains provisions allowing for changes in the interest rate and minimum monthly payment of the loan and this mortgage shall secure all interest amounts accruing pursuant to those

CONVERSION TO FIXED LOAN. Pursuant to the Note, Mortgagee may convert the outstanding indebtedness incurred thereunder to a fixed loan bearing interest at the rate set forth in the Note and payable in installments of principal and interest over a period as set forth therein and which shall in any event be due and payable on or before 20 years after the date of this mortgage. This mortgage is given to and shall secure such fixed loan.

UNOFFICIAL COPY

KXHIBIT A

THE MOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF CUCK IN THE STATE OF ILLINGIS. TO WIT:

LOT 10 IN THE MONTH 1/2 OF BLOCK !! IN THE BURDIVISION OF THE SOUTH 1/7 OF SLOCK & AND MORTH 1/2 OF SLOCK 11 IN SUFFERNS SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION S. TOWNSHIP 38 MORTH. RANGE 16 BAST OF THE THIRD PRINCIPAL MERICIAN. IN DODK COUNTY. ILLINGS.

ALBO:

LOTS IR AND IR IN THE NORTH 1/2 OF BLOCK II IN SUFFERN'S SUBDIVISION OF THE SOUTH REST 1/4 OF SECTION S. TOWNSHIP 38 MOSTM. RANGE 14. EAST OF THE THIRD PRINCIPAL WERIDIAN IN COCK COUNTY, ILLINGIS. County Clerk's Office 34585072