

# UNOFFICIAL COPY



The CIT Group  
Consumer Finance, Inc.

MORTGAGE

94261619

THIS SPACE PROVIDED FOR  
RECORDER'S USE ONLY

**NAME AND ADDRESS OF MORTGAGEE(S):**  
**MANU D. PATEL AND HIS WIFE**  
**SAVITRI M. PATEL AS JOINT TENANTS**

**1200 NORTH WHEELING RD**  
**PROSPECT, IL 60069**

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**THE CIT GROUP/CONSUMER FINANCE, INC**  
**1815 WOODFIELD ROAD**  
**SUITE 810**  
**SCHAUMBURG, IL 60178**

<b>LOAN NUMBER</b>	<b>DATE</b>	<b>PRINCIPAL BALANCE</b>
	09/21/84	\$59,652.00
<b>DATE FIRST PAYMENT DUE</b>	<b>DATE FINAL PAYMENT DUE</b>	
05/01/84	04/01/01	

94261619

DEPT-01 RECORDING 425 50  
 Y00011 TRAM 0797 09/28/94 11:11:00  
 00417 0-4-20-16 1.9  
 COOK COUNTY RECORDER

The words "I," "me," and "my" refer to all Mortgages indebted on the Note secured by this Mortgage.  
 The words "you" and "your" refer to Mortgagee and Mortgagor's assignee if this Mortgage is assigned.

### MORTGAGE OF PROPERTY

To secure payment of a Note, I signed today promising to pay to your order the above Principal Balance together with interest at the interest rate set forth in the Note, each of the undersigned grants, mortgages and warrants to you, with mortgage covenants, the real estate described below, all fixtures and personal property located thereon and all present and future improvements on the real estate (collectively the "Property") which is located in the County of **COOK COUNTY** in the State of Illinois:

SEE LEGAL DESCRIPTION ATTACHED (EXHIBIT A)

Permanent Index Number: 03-27-402-019-0000  
 Street Address: 1200 NORTH WHEELING RD, MT PROSPECT, IL 60069

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.  
**NOTICE: See Other Side For Additional Provisions**

Signed and acknowledged in the presence of

*Manu D. Patel* (Seal)  
 MANU D. PATEL  
 (Type or print name below signature)

*Savitri M. Patel* (Seal)  
 SAVITRI M. PATEL  
 (Type or print name below signature)

*Susan K. Stepler* (Seal)  
 SUSAN K. STEPLER  
 (Type or print name below signature)

### ACKNOWLEDGEMENT

I, THE UNDERSIGNED certify that MANU D. PATEL and SAVITRI M. PATEL, his/her spouse, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

WITNESSED: MARCH 21, 19 94

*Robin Waller*  
 Notary Public  
 (Seal)  
 "OFFICIAL SEAL"  
 ROBIN WALLER  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 3/17/96

This instrument was prepared by and upon recording should be returned to:

**THE CIT GROUP/CONSUMER FINANCE, INC.**  
 PO Box 270865, Oklahoma City, OK 73137-0865

8-559

**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 request, 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 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 encumbrances 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 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 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 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 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 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 110, Sections 15-1101 et. seq., Ill. 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 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; (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 you and my successors and assigns.

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## EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK  
STATE OF ILLINOIS, TO-WIT:

PARCEL 1: THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING WEST  
OF A LINE 219.89 FEET WEST OF AS MEASURED AT RIGHT ANGLES. THE  
EAST LINE THEREOF (EXCEPTING THEREFROM THE SOUTH 30.0 FEET, AS  
MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF, OF THAT PART  
LYING EAST OF A LINE 30.0 FEET EAST OF AS MEASURED AT RIGHT ANGLES,  
THE WEST LINE OF SAID TRACT, AND THAT PART OF THE MOST SOUTHERLY 30.0  
FEET AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF LYING WEST OF  
THE EAST 100.0 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF AND  
LYING EAST OF A LINE 30.0 FEET EAST, AS MEASURED AT RIGHT ANGLES TO THE  
WEST LINE THEREOF, OF THE FOLLOWING DESCRIBED TRACT THAT PART OF LOTS  
1, 2, 3 AND OUTLOT A IN BRICKMAN MANOR, FIRST ADDITION, UNIT 1, BEING A  
SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION  
27 AND PART OF THE WEST HALF OF THE WEST QUARTER OF THE SOUTH WEST QUARTER  
OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL  
MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF SAID  
LOT 1, THENCE SOUTH ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 75.0 FEET  
TO A POINT 5.0 FEET NORTH OF THE SOUTH EAST CORNER OF LOT 1, THENCE  
WEST PARALLEL WITH THE SOUTH LINE OF LOT 1 A DISTANCE OF 100.0 FEET,  
THENCE SOUTH PARALLEL WITH THE EAST LINE OF LOTS 1 AND 2 A DISTANCE OF  
81.0 FEET, THENCE WEST PARALLEL WITH THE NORTH LINE OF LOT 2, A DISTANCE  
OF 24.0 FEET THENCE SOUTH PARALLEL WITH THE EAST LINE OF LOTS 1 AND 2 A  
DISTANCE OF 30.0 FEET, THENCE WEST PARALLEL WITH THE NORTH LINE OF LOT 2  
AND SAID LINE EXTENDED A DISTANCE OF 102.82 FEET TO THE WEST LINE OF  
OUTLOT A, THENCE NORTH ON THE WEST LINE OF OUTLOT A, A DISTANCE OF 128.59  
FEET TO THE NORTH WEST CORNER OF OUTLOT A, THENCE EASTERLY ALONG THE NORTH  
LINE OF OUTLOT A AND THE NORTH LINE OF LOT 1, A DISTANCE OF 277.12 FEET  
TO THE PLACE OF BEGINNING IN COOK COUNTY ILLINOIS

PARCEL 2 EASEMENTS FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE  
USE AND BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS  
DATED MARCH 21, 1962 AND RECORDED MARCH 22, 1962 AS DOCUMENT NUMBER  
1943062 IN COOK COUNTY, ILLINOIS.

11  
1962

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