25.50 100

Consumer Finance, Inc.	(L OOI" I
GOUP	THIS SPACE PROVIDED FOR RECORDER'S USE ONLY
NAME AND ADDRESS OF MORTGAGOR(S):	
CHARLES J. TOKARSKI AND HIS WIFE	
KAREN A. TOKARSKI AS JOINT TENANTS	94344303
	3401133
2526 S HIGHLAND	
BERWYN, IL 60402	
MORTGAGEE:	
THE CIT GROUP/CONSUMER FINANCE, INC	
377 E. BUTTERFIELD ROAD	
SUITE 560	}
LOMBARD, IL 60148	
·	DEPT-01 RECORDING T#1111 TRAN 4945 04/18/94 15:16
LOAN NUMBER DATE DATE FINAL PAYMENT	. \$6480 \$ #-94-3443QQ
DUE	COOK COUNTY RECORDER
04/15/94 04/21/14	
Maximum Amour of Unpaid Loan Indebtedness Exclusive of Interest and other	
Charges secured united this Mortgage. g-Principal Balance") \$12,000.00	
The words "I," "me," and "m, f" refer to all Mortgagors indebted on th	at certain Home Equity Line of Credit Agreement and Disclosure
Statement dated the date her of / Note") secured by this Mortgage.	. ,
The words "you" and "your" reler to Mortgagee and Mortgagee's assi	ignee if this Mortgage is assigned.
MORTGAGE OF PROPERTY	
	o your order the above Principal Balance together with interest at th
interest rate in effect, from time to time, as set for h in the Note, each	
by virtue of the homestead exemption laws of the State of Illinois, gra-	ants, mortgages and warrants to you, with mortgage covenants, the rea
estate described below, all fixtures and personal recently located	0004
(collectively the "Property") which is located in the County of	in the State of Illinois, a
described in the legal description attached hereto as Exhan A.  Permanent Index Number: 16-29-125-013	
Street Address: 2526 S HIGHL/ND ,	BERWYN, IL 60402
TAXES - LIENS - INSURANCE - MAINTENANCE - I windobligations, water rates and any other charges against the Property hazard insurance on the Property in your favor in a form and amount at all times during the term of this mortgage. You may pay any such to (including any charge to maintain or repair the Property) or purchase pay will be due and payable to you from me on demand, will bear an mortgage if permitted by law or, if not, at the highest lawful interest and collected in the same manner as the other obligations secured by to above will be chosen by me subject to your approval which will not be acceptable to you and must include a standard mortgage clause require, I will promptly give to you all receipts of paid premiums and the insurance carrier and you. You may file proof of loss if not restoration or repair of the Property damaged or, at your option, the mortgage, whether or not then due, with any excess paid to me. If I afform you that the insurance carrier has offered to settle a claim, then y begin when the notice is given.	whether superior or inferior to the lien of this mortgage, maintain satisfactory to you and maintain and keep the Property in good repair as, lier, assessment, obligation, water rates, premium or other charge such insurance in your own name, if I fail to do so. The amount you interest marge at the interest rate set forth in the Note secured by this rate, will be in additional lien on the Property and may be enforced this mortgage. The insurance carrier providing the insurance referred to be unreasonably withheld. All insurance policies and renewals must. You will have the ight to hold the policies and renewals. If you direnewal notices, in the event of a loss, I will give prompt notice to made promptly by the. Insurance proceeds will be applied to the insurance proceeds in 1 on applied to the sums, secured by this bandon the Property, or do not answer within ten (10) days, a notice
· ·	Side For Additional Provisions
Signed and acknowledged in the presence of	Mar Ca Callmandin
1	CHADLES   TOKADSK   (Scal
Karallen Koratal	CHAIL I ( TAH MIN) (Seal)
W/mess	KAREN A. TOKARSKI
Witness	(Seal
ACKNOWLEDG	EMENT
1, KATHLEEN KORNFEIND , ce	rtify that CHARLES J. TOKARSKI
•	ther spouse,) personally known to me to be the same person(s) whose
name(s) interesubscribed to the foregoing instrument, appeared before	me this day in person and acknowledged that he/she/they signed and

[and	KAREN A. TOKARSKI	, his/her spouse, personally known to me to be the same person(s) whose
name(s)	ware subscribed to the foregoing instrument,	appeared before me this day in person and acknowledged that he/she/they signed arx
<b>4</b>	athe instrument as his/her/their free and volum	appeared before me this day in person and acknowledged that he/she/they signed and many act for the uses and purposes therein set forth, including the release and waive
of the r	html homestead.	

Notary Public

[Scal]

THE CIT GROUP/CONSUMER FINANCE, INC.

rumen was prepared by and upon recording should be returned to:

PO Box 270655,

(Type Hum) Oklahoma City, OK 73137-0655

(Type Address)

TITLE - I warrant the title to the Property. Frunther warrant that me nen created by this mortgage is a valid and enforceable lien, subording only to any first Mortgage you have previously approved in writing and to easements and restrictions of record existing as of the disc 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 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 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 us 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 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 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 other provision of this mortgage that can be construed in a matter consistent with the Act. If any provision of this mortgage shall grant you any prints 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, in erest future advances and other amounts (now or hereinafter owed) that shall be secured by this mortgage shall be double the original principal half nee 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 the ty Transfer 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 lase 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 gainst the then unpaid principal balance under the Note, accrued and unpaid interest thereon (not to exceed the maximum amount permitted by Inv.), or both, (ii) refunded to the payor thereof, or (iii) any combination of the foregoing; (d) the rate of interest under 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 mor garge.

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

REVOLVING CREDIT LOAN. This mortgage is given to secure a revolving credit loan unless and until such loar 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 mortgage, or otherwise, as are 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 filing for record in the recorder's or registrar'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 indebtedness secured hereby (including disbursements that Mortgagee 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 disbursements (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 liens and encumbrances, 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 provisions.

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.



## EXHIBIT A

26 . (VISIC AND 8 II E SUBDIVIS NORTH, RANGE COOK COUNTY, LOT 6 IN BLOCK 26 IN THE CHICAGO TITLE AND TRUST COMPANY TRUSTEES' SUBDIVISION OF LOTS 2, 3, AND 4 IN BLOCK 25 AND LOTS 2. 3, 4, AND 8 IN BLOCK 26 IN THE SUBDIVISION OF BLOCS 35 AND 26 IN THE SUBDIVISION OF THE NORTHWEST & OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

94344303