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ILP39751



The CIT Group
Consumer Finance, Inc.

MORTGAGE

NOTE

This space is for
RECORDER'S USE ONLY

95481290

DEPT-01 RECORDING 10/27/95 \$27.50

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47071 + LC * - 95 - 481290

COOK COUNTY RECORDER

NAME AND ADDRESS OF MORTGAGOR(S) ROBERT RADTKE JENNIFER RADTKE HUSBAND AND WIFE, AS JOINT 5543 S KILBOURN CHICAGO, IL 60629		MORTGAGEE THE CIT GROUP/CONSUMER FINANCE, INC. 377 E. BUTTERFIELD ROAD SUITE 560 LOMBARD, IL 60148
LOAN NUMBER	DATE 07/21/95	
DATE FIRST PAYMENT DUE 09/01/95	DATE FINAL PAYMENT DUE 08/01/01	PRINCIPAL BALANCE \$10,740.33

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

MORTGAGE OF PROPERTY

To secure payment of 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** in the State of Illinois:

SEE ATTACHED LEGAL DESCRIPTION (EXHIBIT A)

Permanent Index Number:

19-15-106-020

Street Address:

5543 S KILBOURN, CHICAGO, IL 60629

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

NOTICE: See Other Side and Attached Pages For Additional Provisions

#951721722220/ACAPS

2-1170A (2/95) Illinois Second Mortgage

7.750
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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 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 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 second lien, subordinate only to (1) the advances actually made and secured by any first mortgage, and (2) easements 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, including subsequent advances secured by any first mortgage.

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 mortgage or 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., 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

NOTICE: See Other Side and Attached Pages For Additional Provisions

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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.

NOTICE: See Attached Pages For Additional Provisions

Signed and acknowledged in the presence of

Robert Radtke (Seal)
(Type or print name below signature)

ROBERT RADTKE

Michael A. Page
Witness

Jennifer Radtke (Seal)
(Type or print name below signature)

JENNIFER RADTKE

Witness

Robert Radtke (Seal)
A K A (Type or print name below signature)

ACKNOWLEDGEMENT

I, UNDERSIGNED, certify that ROBERT RADTKE

[and JENNIFER RADTKE, 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.

Date: 7/21, 1995

Michael A. Page
Notary Public

(Seal)

OFFICIAL SEAL
MICHAEL A. PAGE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-29-99

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

THE CIT GROUP/CONSUMER FINANCE, INC.

(Type Name)

PO Box 270655, Oklahoma City, OK 73137-0655

(Type Address)

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EXHIBIT A

ILP39751

LOT 20 IN BLOCK 2 IN W. F. KAISER AND COMPANY'S ARDALE PARK SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 (EXCEPT THE WEST 33 FEET) OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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10. Promises of Borrower. Borrower represents and warrants that:

- Borrower owns the Property;
- Borrower has the right to mortgage, grant, and convey the Property to Lender, and
- There are no claims or charges outstanding against the Property except any mortgages that are currently shown in the office where real estate records are filed for the County where the Property is located.

Borrower gives a general warranty of title to Lender. This means that Borrower will be fully responsible for any losses which Lender suffers because someone other than Borrower has some of the rights in the Property that Borrower represents and warrants to have. Borrower will defend Lender against any claims of such rights.

11. Borrower's Promise to Pay - The Agreement. Borrower promises to promptly pay all amounts due on the Agreement except as explained in paragraph 18.

12. Borrower's Promise to Pay - Charges and Assesment. Borrower promises to pay all present and future taxes, taxes, assessments, utility bills, and other charges on the Property, including any amounts on any prior mortgages, as they become due.

13. Borrower's Promise to Buy Hazard Insurance. Borrower promises to obtain a hazard insurance policy naming Lender as the payee, and which covers all the risks on the Property. The insurance must be satisfactory to Lender and must cover loss of damage caused by fire and hazards normally covered by "extended coverage" hazard insurance policies. The insurance must be in the amount and for the periods of time required by Lender. Borrower will notify Lender promptly if there is any loss or damage to the Property. Lender may for a "Proof of Loss" form with the insurance company. Borrower directs the insurance company to pay all "proceeds" to Lender. "Proceeds" are any money that the insurance company owes to the Borrower under the policy. Unless Lender agrees in writing that the Proceeds can be used differently, the Proceeds will be applied to pay the amount Borrower owes Lender.

If any Proceeds are used to reduce the amount which Borrower owes Lender under the Agreement, Borrower will still have to make the regular payments under the Agreement until the entire amount Borrower owes is paid in full.

If Lender forecloses this Mortgage, a buyer who buys the Property at the foreclosure sale will have all the rights under the insurance policy.

14. Borrower's Promise to Buy Flood Insurance. If the Land or any part of the Land is located in a designated official flood hazardous area, Borrower promises to buy flood insurance in the maximum amount available or the amount secured by this Mortgage, whichever is less. Borrower agrees to direct that any money payable under the flood insurance will be paid to Lender, but Borrower will still have to make regular payments under the Agreement until the entire amount Borrower owes is paid in full.

15. Borrower's Promise to Maintain the Property. Borrower promises that Borrower won't damage or destroy the Property. Borrower also promises to keep the Property in good repair. If any improvements are made to the Property, Borrower promises that they won't be removed from the Property.

16. Lender's Right to Take Action to Protect the Property. If 1. Borrower does not keep Borrower's promises and agreements made in this Mortgage, or 2. someone, Borrower or anyone else, begins a legal proceeding that may significantly affect Lender's rights in the Property, such as, for example, a legal proceeding in bankruptcy, or to condemn the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this section may include, for example, paying any amount due under any prior mortgage, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs.

Borrower promises to pay Lender all amounts that Lender pays under this section. If Lender pays an obligation, Lender will have all of the rights that the person Lender paid would have had against Borrower. This Mortgage covers all these amounts that Lender pays, plus interest, at the rate that is figured as if the money had been given under the Agreement, or if that rate violates the law, then at the highest rate that the law allows.

If Borrower fails to maintain insurance on the Property as required in paragraph 13, Lender may purchase insurance on the Property and charge Borrower for the cost as provided in this Mortgage. If Lender purchases this insurance, it will have the right to sue the agent. Lender is not required to obtain the lowest cost insurance that might be available.

17. Lender's Rights. Any failure or delay by Lender in enforcing the rights that this Mortgage or the law give it, will not cause Lender to give up those rights. Lender may exercise and enforce any of its rights until its rights under the Mortgage end. Each right that this Mortgage gives to Lender is separate. Lender may enforce and exercise them one at a time or all at once.

18. Joint Borrowers. Each person that signs this Mortgage is responsible for keeping all of the promises made by "Borrower." Lender may choose to enforce its rights against any one signing the Mortgage as an individual or against all of them. However, if someone signed this Mortgage, but did not sign the Agreement, then that person will not be required to pay any amount under the Agreement, but will have signed only to give Lender the rights that person has in the Property under the terms of this Mortgage.

19. Notices. Unless the law requires differently, or unless Borrower tells Lender differently, any notice that must be given to Borrower will be delivered or mailed to Borrower at the address shown in section 5. Notices that must be sent to Lender will be given by making them to Lender's address shown in section 2. Any notice will be "given" when it is mailed, or when it is delivered according to this paragraph.

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20. Selling the Property. Borrower agrees not to sell or transfer all or any part of the Property, or any rights in the Property, without the Lender's written consent. This includes sale by Contract for Deed.

21. No Defaults Under Prior Mortgages. If there is already a mortgage against the Property, the Borrower promises that there will never be a default under that mortgage.

22. No Other Mortgages. Borrower agrees not to mortgage all or any part of the Property or allow anyone else to have a lien on the Property without the Lender's written consent.

23. Lender's Remedies - Foreclosure. If Lender requires Borrower to pay the entire outstanding balance under the Agreement in one payment to bind "an arbitrator," and Borrower fails to make the payment when due, then Lender may foreclose this mortgage as provided below. However, before accelerating, Lender will send Borrower a written notice by certified mail which states:

a. The promise that Borrower failed to keep in the representation or warranty that Borrower breached;

b. The action Borrower must take to correct that failure;

The date, at least 30 days away, by which the failure must be corrected;

d. That if Borrower doesn't correct the failure in the representation or warranty that Borrower breached, Lender will accelerate; and if Borrower doesn't pay, Lender or another person may buy the Property at a public sale;

e. That Minnesota law allows Borrower to reinstate the Mortgage after acceleration; and

f. That Borrower may bring suit to court to argue that its promises were kept and to present any other defenses Borrower has to acceleration.

Lender need not send the notice if the promise Borrower failed to keep consists of Borrower's sale or transfer of all or a part of the Property, or any rights in the Property without Lender's written consent. If Borrower does not correct the failure by the date stated in the notice, Lender may accelerate. If Lender accelerates, Lender may foreclose this Mortgage according to the Minnesota Statutes. Borrower gives Lender a power to sell the Property at a public auction. Borrower also agrees to pay Lender's attorneys' fees for the foreclosure in the maximum amount allowed by law. Lender will apply the proceeds of the foreclosure sale to the amount Borrower owes under this Mortgage, and to the costs of the foreclosure and Lender's attorneys' fees.

24. Obligations After Assignment. Any person who takes over Borrower's rights or obligations under this Mortgage with Lender's consent will have Borrower's rights and will be obligated to keep all of the promises Borrower made in this Mortgage. If another person takes over Borrower's rights or obligations under this Mortgage, Borrower will not be released. Any person or organization who takes over Lender's rights or obligations under this Mortgage will have all of Lender's rights and must keep all of Lender's obligations under this Mortgage.

25. Waiver of Homestead. Under the homestead exemption law, Borrower's homestead is usually free from the claims of creditors. Borrower gives up the homestead exemption right for all claims arising out of this Mortgage. This includes Borrower's right to demand that property other than Borrower's homestead that has been mortgaged to Lender be foreclosed, before the homestead is foreclosed.

26. Condemnation. If all or part of the Property is condemned, Borrower directs the party condemning the Property to pay all of the money to Lender. Lender will apply the money to pay the amount Borrower owes Lender, unless Lender agrees in writing that the proceeds can be used differently. If Lender uses the money to reduce the amount Borrower owes under the Agreement, Borrower will still have to make regular monthly payments until everything Borrower owes is paid.

27. Paragraph Headings. The headings of the paragraphs are for convenience only, and are not a part of this Mortgage.

This instrument was drafted by TCF BANK ILLINOIS (sb), 801 Marquette Avenue, Minneapolis, Minnesota 55402

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02/11/2023