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MORTGAGE

This space is for recorder a use only

DEPT-01 RECORDING

\$29.50

140009 TRAN 9855 11/30/95 12:28:00

14374 1 DH 4-95-826925

COOK COUNTY RECORDER

95826924

MORTGAGEE:

BUITE 810

NAME AND ADDRESS OF MORTGAGOR(S)

HOWARD MELTON, ALV Since Committed

5234 S WOLCOTT CHICAGO, IL 60609

LOAN NUMBER

DATE FIRST PAYMENT

01/05/96

DATE FINAL PAYMENT

12/05/10

\$33,588.00

11/24/95

PRINCIPAL HALANCE

THE CIT GROUP/CONSUMER FINANCE, INC.

1515 WOODFIELD ROAD

CHAUMBURG, IL 60173

The words "1," "me," and "my" refer to all Mortgagors indebted on the Note secure by this Mortgage. The words "you" and "your" refer to Morigagee and Morigagee's assignee if this Morigage is assigned.

MORTGAGE OF PROPERTY

To secure payment of Note I signed today promising to pay to your order the above Principal Relance together with interest at the interest rate set forth in the Note, each of the undersigned grants, mortgages and yarrants to you, with morigage covenants, the real estate described below, all fixtures and personal property bested 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 Hillinois:

SEE LEGAL DESCRIPTION ATTACHED (EXHIBIT A)

Permanent Index Number:

20-07-409-038 & 20-07-409-039

Street Address:

5234 S WOLCOTT, CHICAGO, IL 606095644

bereby 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

#953061515420/ACAPS

2-1169A (2/95) Hilmois Plot Mortgage

Nations Title Agency of Illinois, inc. 246 E. Jánata Phys. Ste. 360 Lombard, IL 60148

TAXES - LIENS - INSURANCE - MAINTENANCE - I will pay, when they are due and payable, all taxes, items, assessments, obligations, water rates and any other charges against the Property, whether superior or inferior to the ilen 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, ameasment, 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 he 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 mins, secured by this mortgage, whether or not then due; with any excess paid to me. if I abandon the Property, or do not answer widn't 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 full to the Property. I further warrant that the lien created by this mortgage is a valid and enforceable flist lien, subordinate only to easements and restrictions of record existing as of the date of this mortgage, and that during the entire term of indebtedness so meet by this mortgage such lien will not become subordinate to anything else.

CONDEMNATION - The process of any award or claim for damages, direct or consequential, in connection with any condemnation (the taking of my projectly 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 morigage, 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 condemnar 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 project, either to the restoration or repair of the Property or to the sums

secured by 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, sell or transfer the I reserty or alter, remove or densalish 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 impaid principal balance and accrued and unpaid interest clierge 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 logally entitled in connection with any suit to foreclose on or collect this moreuse. If any money is left over after you forcelose on this mortgage and deduct such costs and disbursements, it will be paid to the nersons 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 morigage 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 routs to you but you agree that I may continue to collect the rents unless I am in default under this more gree or the Note.

RIGHTS CUMULATIVE - Your rights under this mortgage will be separate, distinct and cumulative and in ne of them will fe in exclusion of any other nor will any act of yours be considered as an election to proceed under any one prevision of this

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

FORECLOSURE - In the event that any provision of this mortgage is inconsistent with any provision of the Illinois Mortgage Poreciosure 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 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

NOTICE: See Other Side and Attached Pages For Additional Provisions

The Cit Graph NOFFICIAL COPY

Buile 810 1515 Woodlield Rhad Schaumburg, IL 60173 708 240-2277



EXHIBIT "A"

LOTS 15 AND 16 IN BLOCK 6 IN WHITE AND COLEMAN'S SUBDIVISION OF BLOCKS 41 TO 44, INCLUSIVE, IN STONE AND WHITNEY'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6 AND THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE TAIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

95626925

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Property of Cook County Clerk's Office

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MAXIMUM AMOUNT - The maximum amount of principal, interest, future advances and other amounts (now or hereinafter owbd) 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.

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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 foan 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 sad unpaid interest increan (not to exceed the maximum amount permitted by law), or both, (li) 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 afforced under the laws of Illinois or applicable federal law and the Note, this mortgage, and the other toan documents shall reduction 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 your and my successors and assigns.

| NOTICE: See | Attached Pages For Additional Provisions |
|--|--|
| Signed and acknowledged in the presence of | Lacuare Motton (Son) |
| | (Type of print name below signature) |
| Januar B Davis | HOWARD MELTON |
| BUNUAL DAVO | (Seal) |
| Winness | (Type or print name brion signature) |
| | (flash) |
| or secretary assessment as making representative and the same of t | (Seal) |
| | · C/ ₂ / |
| | OWLEDGEMENT |
| Not Since Clarations | The second secon |
| V | |
| | ent, appeared before me this day in person and acknowledged that a suffur/their free and voluntary act for the uses and purposes therein set homestead. |
| Dated: NOVEMBER 24 , 19 95 | Janula 18 darin |
| surrent tax appearance beautises to provide the second of | Noury Public |
| This instrument was prepared by and upon recording THE CIT GROUP/CONS | NOTARY PUBLIC, STATE OF ILLINOIS |
| | (Type House) |
| الأراب في الأراب في الأراب في الأراب في الأنفاذ بين الأراب الأراب والأراب وال | ahoma City, OK 73137-06553 |
| | (Туре Афінн) |

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Property or Cook County Clerk's Office

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