MORTGAGE

.F. The CIT Group! oneumer Finance, inc.

"NOTE" This space is for MICORDER'S USE ONLY

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DEPT-01 RECORDING

\$27.50

T40000 TRAN 1462 04/28/95 18122100

COOK COUNTY RECORDER

NAME AND ADDRESS OF MURTGAGORIS MORTGAGEE: ALATHIA A. PLUMMER, WITHOUT AND THE CIT GROUP/CONSUMER FINANCE, INC. 1515 WOODFIELD ROAD **ESTRULLITA FLORES,** A SINGLE PERSON SUITE \$10 SCHAUMBURG, IL 60173 7119 SOUTH LUELLA AV CHICAGO, IL 60649 LOAN NUMBER 04/25/95 DATE FIRST PAYMENT DATE FINAL PAYMENT PRINCIPAL BALANCE DUE 05/01/15 06/01/95 5122,070.03

The words "I," "me," and "my" refer to all Mortgagors Indebted on the Note secured by to's 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 morigage covenants, the real estate described below, all fixtures and personal property located thereo; 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: mber: 20-25-203-004 7119 SOUTH LUBLLA AV, CHICAGO, IL 60649 hereby releasing and waiving all rights under and by virtue of the homestead exemption faws of the State of Illipols.

NOTICE: See Other Side and Attached Pages For Additional Provisions

#951071702580/ACAPS

2-1169A (2/95) Hittote First Mortgage

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 lieu 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 Premines) 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 sum, accured by this morigage, whether or not then due, with any excess paid to me. If I abendon 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 1/2 the Property. I further warrant that the lien created by this mortgage is a valid and enforceable first lien, subordinate only to excements and restrictions of record existing as of the date of this mortgage, and that during the entire term of indebtedness secured on this mortgage such lien will not become subordinate to anything class.

CONDEMNATION. The process 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 ficu 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 abandone aby 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 these circumstances in which federal law otherwise provides, I will not, without your prior written consent, sell or transfer the importy 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 varue 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 RECRIVER 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 like numeration of it, rent it if the Property is not already rented, receive all rents and apply them to the obligations secured by his storigage. I assign all rents to you but you agree that I may continue to collect the rents unless I am in default under this more agree; the Note.

RIGHT'S CUMULATIVE - Your rights under this mortgage will be separate, distinct and cumulative and some 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 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.

NOTICE: See Other Side and Attached Pages For Additional Provisions

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MAXIMUM AMOUNT: The maximum amount of principal, interest, future advances and other amounts (now or hereinafter owed) that shall be accured by this mortgage shall be double the original principal balance hereinalnove 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 amonded (Illinois Annotated Statutes, Chapter 30, Paragraph 901 et. seq.), in conjunction with the execution and delivery of this mextends.

EXCESS INTEREST. It being the intention of you and me to comply with the laws of the State of Illinois and applicable foderal 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 forbestance 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 foun 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, review option, by (i) applied as a credit against the then unpaid principal balance under the Note, accused and unpaid interest therein (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 slicycel under the laws of Illinois or applicable federal law and the Note, this mortgage, and the other foun 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 and oral great 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 nasigns.

NOTICE: See Attached Pages For Additional Provisions

Signed a	and acknowledged in the presence of	0/4 \ (UL	alluz W.G.) ผยายาเล่า	(Seal)
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		<u> </u>	ESTEE	LLITA FLORI	
	Witness	THE PURPLE SECTION	(t) (v v)el	pi nane below signature)	(Seal)
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	AC	KNOWLEDGEMENT	,	$O_{x_{\alpha}}$	
l, and	THE UNDERSIGNED ESTRELLITA FLORES	, certify that	onaily known to	me to be the same	person(s) whose
he/shc/ti forth, inc	is/are subscribed to the foregoing instribet signed and delivered the instrument a cluding the release and waiver of the right	s his/her/their free and	re me this day voluntary act fo	in person and ac or the uses and pur	knowledged that passes therein set
Dated:	trument was prepared by and upon record	/ /s	plary Public call	CONTROL CONTRO	TEAMN ALT
440	THE CIT GROUP/COI	NSUMER FINANC	E, INC. 🤸	PRICEPPORTER	· · · · · · · · · · · · · · · · · · ·
10 1)	PO Box 270655, O	(Type Name) clahoma City,		06553	
2-1169C		(Typo Address)		6-1	7



Property of Coot County Clert's Office

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EXHIBIT "A"

THE NUMBER OF LOT 21 IN BLOCK 1 IN CO.

SHORE, BEING A SUBDIVISION OF THE WEST 1,2 IN AND 4 OF STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. THE NORTH 12 FEET OF LOT 20 AND THE SOUTH 28 FEET OF LOT 21 IN BLOCK 1 IN COLUMBIA ADDITION TO SOUTH SHORE, BEING A SUBDIVISION OF THE WEST 1/2 OF BLOCKS 1 AND 4 OF STAVE AND KLEMM'S SUBDIVISION OF THE

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