COMM#39944533

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THE The CIT Group/ Consumer Finance, inc.	MC	ORTGAGE	This space is for RECORDER'S USE ONLY
		953654	47
			. DEPT-01 RECORDING
NAME AND ADDRESS OF MORTGAGO	H(d):	MORTGAGEE:	
JEFFERY A. IPPOLI WIFE CYNTHIA K. I JOINT TENANTS 2619 183RD PL LANSING, IL 60438	PPOLITO, AS		ROUP/CONSUMER FINANCE, INC. TERFIELD ROAD L 60148
LOAN NUMBER		DATE	
DATE FIRST PAYMENT DUE	DATE FINAL PAYMENT		5/95
07/09/95	06/09/	05	813,099.89
terest at the interest rate set for ortgage covenants, the real estate ture improvements on the i	o Mortgagee and Mori signed today promisir th in the Note, each described below, all	gagee's assignce if this ng to pay to your orde of the undersigned g fixtures and personal vely the "Property")	or the above Principal Salance together with rants, mortgages and werrants to you, with property located thereon and all present and which is located in the County of
Permanent Index Number:	30-31-307-01	б	N (EXHIBIT A)
Street Address: reby releasing and walving all r	2619 183RD PI	, langing, I	L 60438

NOTICE: See Other Side and Attached Pages For Additional Provisions

#951411242380/ACAPS

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

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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 shallow 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 your and my successors and assigns.

NOTICE: See Attached Pages For Additional Provisions

	HOLICE Sec Attac	iten tukes kar uramitialisi kraalui	17110	
Signed and ackn	owledged in the presence of	Jeffey a fr	wet (Sonl)	
		JEFFERY A. I	PPOLITO	
Karlle	Workel	anthur K. Ipper	(Seal)	
	Witness	(Type or print name Milor eighn)	····• ,	
		CYNTHIA K.	PPOLITO	
		Cy	(Scal)	
Wigness		1, 701 or print name below alganture)		
		0,0		
	A 2382 B12582/E V	NO END REIDEM		
	ACKNOWLE	AGEMENT		
- 7117 114	IDEDCIONED	ulfort a TENERRY A TENER	in a	
L THE UN	NDERSIGNED ,	ertify that JEFFERY A. IPPOLA	<u></u>	
and CYNTH	HIA K. IPPOLITO .his/her:	pouse,] personally known to me to be the	same nerson(s) whose	
	ibscribed to the foregoing instrument, ap			
he/she/they signe	d and delivered the instrument as his/her/th	eir free and voluntary act for the uses an	l purposes therein set	
	e release and walver of the right of homeste		, ,	
	ū	Van Wor. 16. C.	1.0	
Dated: 6-5	, 19_95	Altalen 1061	X-1	
		Notary Public	0	
Alia injerumaja	and upon recording should	creturned to: I katimusi num	JAL GLAL OKOBNEFIND	
	Maria Cara Chomb (Condition)	II	TATE OF HENOIS	
	THE CIT GROUP/CONSUMER		1	
		a City, OK 73137-06553		
	(Type Addr			
	(1)	• •		

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EXHIBIT A

LOT 27 (EXCEPT THE WEST 40 FEET) AND LOT 26 IN ROSELAWN TERRACE, BEING A SUBDIVISION OF LOT 2. IN THE SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31. TOWNSHIP 36 NORTH, RANGE 15. EAST OF THE THIRD PRINCIPAL WERIDIAN, LYING NORTH OF THE RIGHT-OF-WAY OF THE CHICAGO AND GRAND TRUNK RAILROAD. ALL IN COOK COUNTY, ILLNOIS.

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