UNOFFICIAL COPY

TILE The CIT Group/	•	•
The CIT Group/ Consumer Finance, I	nc.	
985, 1		98037926 Page 1 of
Iffracis Ste. 30 148		5241/0134 10 001 1998-01-14 12:28:02
		Cook County Recorder 27.50
Blvd. 8-8-8-8-8-8-8-8-8-8-8-8-8-8-8-8-8-8-8-		
ge sta		
Frue Agency of E. Janata Blvd. Lombard, IL 60 Ceck. 98 - 8-	ļ	
Nations 246		
)_	
MORTGAGE	0	
981100087		"NOTE" This space is for RECORDER'S USE ONLY
NAME AND ADDRESS OF MORT	() ~	MORTGAGEE:
EDWARD C. BROWN, Married to Anna Marie Anderson*		THE CIT GROUP/CONSUMER FINANCE, INC. 377 EAST BUTTERFIELD ROAD
}		SUITE 925
653 105TH WEST CHICAGO, 1L 60619		LOMBARD, IL 60148
LOAN NUMBER		DATE
		01/08/98
DATE FIRST PAYMENT DUE	DATE FINAL PAYMEN	
02/13/98	01/13/28	\$ 24,286,34
The words "I," "me," and "my"	refer to all Mortgagors in	ndebted on the Note secured by this Mortgage.
The words "you" and "your" re	for to Mortgagee and Mo	rigagee's assignee if this Mortgage is assigned.
MORTGAGE OF PROPERT	Y	`S =
		ng to pay to your order the above Principal Salar ce together with interest
		ersigned grants, mortgages and warrants to you, with mortgage covenants, i property located thereon and all present and future improvements on the
real estate (collectively the "Proin the State of Illinois:		
	SEE ATTACHED	LEGAL DESCRIPTION 'EXHIBIT A'
Permanent Index Number:	25-16-1	16-002
Street Address: 653 1	05TH WEST, CHICAG	O, IL 606282339
hereby releasing and waiving	all rights under and by v	virtue of the homestead exemption laws of the State of Illinois.

NOTICE: See Other Side and Attached Pages For Additional Provisions

* This is Non-Homestead Property as to Anna Marie Anderson

137971 2-1169A (11/97) Illinois First Mortgage

UNOFFICIAL COPY

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 sures 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 plocheds. The ten (10)-day period will begin when the notice is given.

TITLE - I warrant the the to the Property. I further warrant that the lien created by this mortgage is a valid and enforceable first lien, subordinate only to examents 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.

CONDEMNATION - The process of any award or claim for damages, direct or consequential, in connection with any condemnation (the taking of my proper y 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 abandon of 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 opa m, 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 respect your alter, remove or demolish the Property.

DEFAULT - If I default in paying any part of the obligations secure 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 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 resisonable 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 ake possession of it, rent it if the Property is not already rented, receive all rents and apply them to the obligations secured by this nortgage. 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 cape 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

2-1169B

98027926 page 2 of

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 thereof inot 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 or disemed 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 up up dersigned 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 Can Attached Dance For Additional Provisions

NOTICE: See Attached	rages For Additional Provisions
	Edward C Brown (Scal)
OZ >-	Cyre or print name below stanature) (Scal)
10.	DWARD C. BROWN
C	
	(Scal)
-	(Libbe or haut prime pelon, sidurente.)
	<i>y</i> _
•••	(Seal)
	(1, or nin ama below signature)
•	
STATE OF ILLINOIS	Tá
COUNTY OF COOK	0,
ACKNOWLEDGE	EMENT ()
1, the undersigned ACKNOWLEDGE	
[and, his/her spouse	e,] 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 fr	ec and voluntary act for the uses and purposes therein set
forth, including the release and waiver of the right of homestead.	
Dated: /- 8- , 1978	1.4/00
, 17/0	Notary Public
	[Scal]
This instrument was prepared by and upon recording should be ret	······································
	TO THE PROPERTY OF THE PROPERT
THE CIT GROUP/CONSUMER FINANCE, INC.	TIMOTHY J. O'DONOGHOL
(Туре Наде)	Notary Public, State of Winois
PO Box 630, Mariton NJ, 08053-3941	All Communication
(Type Manues)	
2.700c	OT JIAM A
**************************************	Walter Market Commence

UNOFFICIAL COPY

LOT 20 IN THE RESUBDIVISION OF DEYOUNG'S FERNWOOD PARK SUBDIVISION OF PART OF LOTS 20 AND 21 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, LOTS 20 AND 21 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, LOTS 20 AND 21 IN SCHOOL TRUSTEES SUBDIVISION WAS RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SUBDIVISION WAS REGISTERED FEBRUARY 6, 1926 AS DOCUMENT NO. 289713, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

OFFICIAL SEAL

TIMOTHY J. () DONOGHUE

Motory Public State of Illinois

My Commission Expires 8/19/98