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2000-07-03 14:37:36
Cook County Recorder 25.00

MAIL TO → BOX 352

ACCOMMODATION



Satisfaction of Mortgage

1995096

WHEREAS the indebtedness secured by the mortgage described below has been fully paid and satisfied. Charter One Bank F.S.B., successor in interest by merger of St. Paul Federal Bank for Savings, 1215 Superior Avenue, Cleveland, Ohio 44114, owner and holder of the debt hereby certifies that the lien of said mortgage is forever discharged and satisfied.

Loan Number: 9974709341
Original Mortgagor: JAMES P. TONNY AND BARBARA E. TUNNEY
Mailing Address: 6228 S KOLIN, CHICAGO, IL 60629
Date & Amount of Mortgage: OCTOBER 25, 1993 Amount: \$30,000.00 Recorded in: COOK County State of Illinois in Volume of Records, on Page , at Document No. 93877679
Date of Recording: OCTOBER 29, 1993
Legal:

PIN # 19-15-423-025

Property Address: 6228 S KOLIN, CHICAGO IL 60629

NOW THEREFORE, the Recorder of Clerk of said County is hereby instructed to record this instrument and to cancel, release, and discharge the mortgage of records dated this 26 day of JUNE, 2000.

Charter One Bank, F.S.B., successor in interest to: Mont Clare Savings & Loan, Hamilton Savings & Loan, Hanover Wayne Savings & Loan, Blue Island Federal Savings & Loan, Tri City Federal Savings & Loan Association of Lombard fka Tri City Savings & Loan, Elm Financial Services Inc./Elmhurst Federal Savings Bank, Beverly Bancorporation Inc. / Beverly National Bank

OFFICERS OF CHARTER ONE BANK F.S.B.


James W. Woodard, Vice President

Chester Kapinski, Vice President

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGEMENT

State of Ohio)
County of Cuyahoga)

On the 26 day of JUNE in the year 2000 before me, the undersigned personally appeared James W. Woodard, Vice President & Chester Kapinski, Vice President, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument, and that the individuals made such appearance before the undersigned in the City of Cleveland, Ohio.

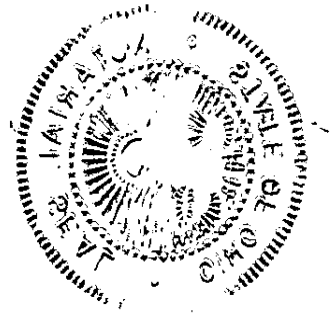

Notary Public
ALEX BARTLETT
Notary Public, State of Ohio
My Commission Expires April 13, 2005

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Prepared by & return to: Keith Shields-W – 3rd Floor Consumer Lending
Charter One Bank, F.S.B.
65 / 75 Erieview
Cleveland, OH 44114

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Property of Cook County Clerk's Office



1501

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In consideration of the indebtedness herein recited, Borrower, excepting any Trustee which is a constituent party in Borrower, hereby grants, bargains, sells, conveys, warrants and mortgages, and the Trustee, if any, hereby conveys, mortgages and quit claims, unto Lender and Lender's successors and assigns the following described property located in the CITY of CHICAGO, County of COOK, State of Illinois:

LOT 10 IN BLOCK 13 IN AUTHUR T. MC INTOSH'S 63RD STREET ADDITION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N.#19-15-423-025

33877679

Equity Title
415 N. LaSalle / Suite 402
Chicago, IL 60610

which has the address of 6228 S KOLIN, CHICAGO IL 60629 (herein "Property Address");

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, after-acquired title or reversion in and to the beds of ways, streets, avenues and alleys adjoining the Property, and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights and water stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property"; as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code) this Mortgage is hereby deemed to be, as well, a Security Agreement under the UCC for the purpose of creating a security interest in such property, which Borrower hereby grants to Lender as Secured Party (as such term is defined in UCC);

To Secure to Lender on condition of the repayment of the REVOLVING LINE OF CREDIT indebtedness evidenced by Borrower's Variable Interest Rate Promissory Note ("Note") of even date herewith, in the principal sum of U.S. \$ 30,000.00 (the "Maximum Credit"), or so much thereof as may be advanced and outstanding, with interest thereon, providing for monthly installments of principal and interest, with the principal balance of indebtedness, if not sooner paid or required to be paid, due and payable on 11/01/03; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower contained herein and in the Note, provided that the maximum amount secured hereby shall be as set forth in paragraph 20 below.

Notwithstanding anything to the contrary herein, the Property shall include all of Borrower's right, title and interest in and to the real property described above, whether such right, title, and interest is acquired before or after execution of this Mortgage. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant, convey and mortgage the Property, and that the Property is unencumbered except for encumbrances of record. Borrower (excepting any Trustee which is a constituent party in Borrower) warrants and Borrower covenants that it will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower covenants

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