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912947J/216238461
Account # 1110206040576

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

0010240590

1093/0087 27 001 Page 1 of 3
2001-03-27 09:03:46
Cook County Recorder 25.00

Know all Men by these Presents, that **BANK ONE, NA**, a national banking association organized and existing under the laws of the United States of America with its principal office in the City of Chicago, County of Cook, and State of Illinois, as Trustee under the Trust

Deed/Mortgage hereinafter described, for and in consideration of the sum of one dollar, and for other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby REMISE, CONVEY, and QUIT-CLAIM unto **EDMOND V. RUSS AND WIFE TENA L. RUSS** of the County of **COOK**, and State of **ILLINOIS** all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain trust deed/Mortgage dated **JULY 8TH AD 1998**, and registered/recorded in the **RECORDERS** office of **COOK** County, in the State of **ILLINOIS** in vol./book of records on page as Document Number **98646358**, to the premises as follows, to wit:

THE WEST 20 FEET OF LOT 8, ALL OF LOT 9, AND THE EAST 5 FEET OF LOT 10, IN BLOCK 2 IN CHICAGO NORHT SHORE LAND COMPANY'S SUBDIVISION OF SECTION 17 AND 18, TOWNSHIP 42 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/K/A: 470 JACKSON AVE, GLENCOE, IL 60022-2170 PTN: 05-18-202-003

Together with all the appurtenances and privileges thereunto belonging or appertaining.

IN WITNESS WHEREOF, said Bank One, NA has caused these presents to be executed by its **DOCUMENT CONTROL MANAGER** This day of **March 9, 2001**.

BANK ONE, NA SUCCESSOR TO THE FIRST NATIONAL BANK OF CHICAGO

By: _____

John Bellinder, Document Control Manager

STATE OF ILLINOIS } SS.
County of Cook }

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that **JOHN BELLINDER, DOCUMENT CONTROL MANAGER** of the Bank One, NA, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such **DOCUMENT CONTROL MANAGER**, appeared before me on this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth, and caused the voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this day of **March 9, 2001**. My commission expires on **3/03/02**.

JENNY B. KY, NOTARY PUBLIC



MAIL RELEASE DEED TO:
EDMOND & TENA RUSS
470 JACKSON AVE
GLENCOE, IL 60022-2170

This instrument was prepared by **MARTHA VALLADARES**
1 Bank One Plaza, Chicago, Illinois 60670-0203
3/8/01

BOX 333-CTI

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98646358

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1998-07-24 14:44:42
Cook County Recorder 59.00

FIRST CHICAGO
Home Equity Line
Mortgage

Loan Number: 1110240576

118023867

THIS MORTGAGE ("Security Instrument") is given on July 08, 1998. The mortgagor is EDMOND V RUSS AND WIFE TENA L RUSS

("Borrower").

This Security Instrument is given to The First National Bank of Chicago which is a National Bank organized and existing under the laws of the United States of America whose address is One First National Plaza, Chicago, Illinois 60670 ("Lender"). Borrower owes Lender the maximum principal sum of One Hundred Thousand and No/100 Dollars (U.S. \$ 100,000.00) or the aggregate unpaid amount of all loans and any disbursements made by Lender pursuant to that certain Home Equity Line Agreement of even date herewith executed by Borrower ("Agreement"), whichever is less. The Agreement is hereby incorporated in this Security Instrument by reference. This debt is evidenced by the Agreement which Agreement provides for monthly interest payments, with the full debt, if not paid earlier, due and payable five years from the Issue Date (as defined in the Agreement). The Lender will provide the Borrower with a final payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time during the Draw Period (as defined in the Agreement). The Draw Period may be extended by Lender in its sole discretion, but in no event later than 20 years from the date hereof. All future loans will have the same lien priority as the original loan. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Agreement, including all principal, interest, and other charges as provided for in the Agreement, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 of this Security Instrument to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement and all renewals, extensions and modifications thereof, all of the foregoing not to exceed twice the maximum principal sum stated above. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

THE WEST 20 FEET OF LOT 8, ALL OF LOT 9, AND THE EAST 5 FEET OF LOT 10, IN BLOCK 2 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION OF SECTION 17 AND 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax No: 05-18-202-003

which has the address of 470 JACKSON AVE GLENCOE, IL 60022170
("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, claims or demands with respect to insurance, any and all awards made for the taking by eminent domain, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is a prior mortgage from Borrower to MIDWEST MORTGAGE SERVICES INC dated 07/26/95 and recorded as document number 95509090.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement.

2. **Application of Payments.** All payments received by Lender generally shall be applied first to interest, then to principal and then to other charges.

3. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, and leasehold payments or ground rents, if any. Upon Lender's request, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. The Borrower shall make these payments directly, and upon Lender's request, promptly furnish to Lender receipts evidencing the payments.

Borrower shall pay, or cause to be paid when due and payable all taxes, assessments, water charges, sewer charges, license fees and other charges against or in connection with the Property and shall, upon request, promptly furnish to Lender duplicate receipts. Borrower may, in good faith and with due diligence, contest the validity or amount of any such taxes or assessments, provided that (a) Borrower shall notify Lender in writing of the intention of Borrower to contest the same before any tax or assessment has been increased by any interest, penalties or costs, (b) Borrower shall first make all contested payments, under protest if Borrower desires, unless such contest shall suspend the collection thereof, (c) neither the Property nor any part thereof or interest therein are at any time in any danger of being sold, forfeited, lost or interfered with, and (d) Borrower shall furnish such security as may be required in the contest or as requested by Lender.

4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 6.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible, Lender's security is not lessened and Borrower is not in default under this Security Instrument or the Agreement. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 20 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.