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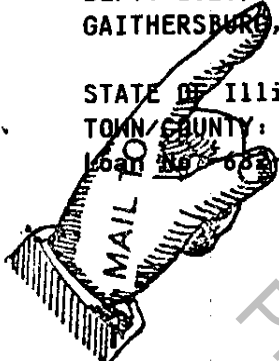
11/7/009 25 001 Page 1 of 10
2001-03-28 10:31:15
Cook County Recorder 75.50

PREPARED BY & WHEN RECORDED

MAIL TO: Suzanne Blankenship
SUEZANN BLANKENSHIP
FIRST NATIONWIDE MORTGAGE CORP
DEPT. 1020, PO BOX 9443
GAITHERSBURG, MD 20898-9989



STATE OF Illinois
TOWN/COUNTY: COOK
Loan No: 633-01122908



MORTGAGE RELEASE, SATISFACTION, AND DISCHARGE

IN CONSIDERATION of the payment and full satisfaction of all indebtedness secured by that certain Mortgage described below, the undersigned, being the present legal owner of said indebtedness and thereby entitled and authorized to receive said payment, does hereby release, satisfy, and discharge from the lien, force, and effect of said mortgage.

Borrower: KURIAN M. KURIAN AND LEELAMMA KURIAN, HIS WIFE

Beneficiary: UPTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, A CORPORATION

Date of Deed: September 13, 1978

Date Recorded : September 19, 1978

Book : NA

Page: NA

Document: NA

Volume: NA

Image: NA

Microfilm: 24 633 441

Tax ID: NA

Legal Description:

SEE ATTACHED SCHEDULE A

Property Address: 4547 N. SAWYER AVENUE , CHICAGO
and recorded in the records of COOK

IL 60625
County, Illinois

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on January 12, 1999

FIRST NATIONWIDE MORTGAGE CORPORATION



P.N.T.N.

Gayle Y. Harley
GAYLE Y. HARLEY
VICE PRESIDENT

10
P

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Property of Cook County Clerk's Office



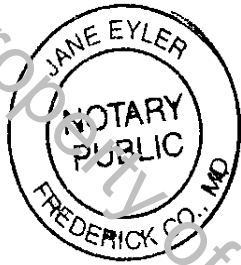
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STATE OF MARYLAND)
) ss
COUNTY OF FREDERICK)

On this January 12, 1999 , before me, the undersigned, a Notary Public in said State, personally appeared GAYLE Y. HARLEY personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as VICE PRESIDENT , on behalf of the above named corporation, and acknowledged to me that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained and that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS My hand and official seal.





JANE EYLER , NOTARY PUBLIC
COMMISSION EXPIRES: November 14, 2001

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SCHEDULE "A"

LOT 38 IN BLOCK 8 IN NORTHWEST LAND ASSOCIATION SUBDIVISION OF THE EAST HALF
OF THE NORTH EAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST
OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 665.6 FEET THEREOF AND
EXCEPT NORTH WESTERN ELEVATED ^{RAILROAD} YARDS AND RIGHT OF WAY) IN COOK COUNTY,
ILLINOIS.

PIN # 13-14-220-001

LOAN: 000001122908 DOC: RL POOL:

ACQ ID: 21 SELLER #: 072147776

SEP 19 78 66.54 915K

0672112299 682112299 5889

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100896-5 10212837

24 633 441

This instrument was prepared by:
P. A. DOWNING
DOWNING AND PETER
4545 NORTH BROADWAY
CHICAGO, ILLINOIS 60640
(Address)

13⁰⁰

MORTGAGE

THIS MORTGAGE is made this 13th day of SEPTEMBER 1978, between the Mortgagor, KURIAN M. KURIAN AND LEEIAMMA KURIAN, HIS WIFE, (herein "Borrower"), and the Mortgagee, UPTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, existing under the laws of UNITED STATES OF AMERICA, a corporation organized and existing under the laws of UNITED STATES OF AMERICA, whose address is 4545 North Broadway Chicago, Illinois 60640 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated SEPTEMBER 13, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on NOVEMBER 1, 1998.

To SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, 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 herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

Lot 38 in Block 8 in Northwest Land Association Subdivision of the East half of the North east quarter of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, (except the South 665.6 feet thereof and except North Western Elevated Yards and right of way) in Cook County, Illinois.**

which has the address of 4547 N. SAWYER AVENUE CHICAGO, ILLINOIS 60625 (herein "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, water, water rights, and water stock, 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 herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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UNIFORM 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 indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest

on any Future Advances secured by this Mortgage.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full,

a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance,

plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments,

insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law

permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law

requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes,

assessments, insurance premiums and ground rents as they fall due, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds

held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed

by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower

under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner

provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **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 such other hazards as Lender may require

and in such amounts and for such periods as Lender may require provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to be chosen by Borrower subject to approval by Lender; provided,

The insurance carrier providing the insurance shall be reasonably acceptable to Lender, directly to the insurance carrier. All premiums on insurance policies shall be paid in the manner that such approval shall not be unreasonable. Withheld: All premiums on insurance policies shall be paid, directly to the

provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage

clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is

not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid

to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender

is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower

in and to the proceeds thereof resulting from damage to the Property prior to the Property prior to such sale or or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or

acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property

and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration

or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development

is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider

wer a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property,

including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements involving a bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such

sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of a reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a

condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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BOX 491

CHICAGO, ILLINOIS 60640

4545 N. BROADWAY

UPTOWN FEDERAL SAVINGS AND LOAN ASSN.

MAIL TO:

(Space Below This Line Reserved For Lender and Recorder)

SEP 19 2 46 PM '78
CLERK'S OFFICE
COOK COUNTY, ILLINOIS

24633441
RECORDING DEEDS



My Commission expires: 6-8-1981

Given under my hand and official seal, this 15th day of Sept 1978, set forth signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they are personally known to me to be the same person(s) whose name(s) are

do hereby certify that KURIAN M. KURIAN AND DEBIANNA KURIAN, HIS WIFE.

I, MARIANNA MACMILLAN, a Notary Public in and for said county and state, County ss: COOK STATE OF ILLINOIS

Borrower: DEBIANNA KURIAN
Borrower: KURIAN M. KURIAN
KURIAN M. KURIAN
DEBIANNA KURIAN

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property hereof.
22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any. *See Rider attached hereto and made a part hereof.
21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the Mortgage, except the original amount of the Note plus US \$ 16,000.00, be included in the amount of the security of this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.
20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.
19. Acceleration. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the Mortgage, except the original amount of the Note plus US \$ 16,000.00, be included in the amount of the security of this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.
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RIDER

This Rider is attached to and made a part of that certain MORTGAGE made this 13th day of SEPTEMBER, 1978, between the Mortgagor(s), KURIAN M. KURIAN AND LEEILAMMA KURIAN, HIS WIFE.

(herein "Borrower"), and the Mortgagee, UPTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, a corporation organized and existing under the laws of the United States of America, whose address is 4545 North Broadway, Chicago, Illinois, 60640 (herein "Lender").

Upon payment of all sums secured by the Mortgage, Lender shall release the Mortgage upon payment to Lender by Borrower of a Twenty-five Dollar (\$25.00) Release Fee. Borrower shall also pay all costs of recordation, if any.

This Rider will terminate and be null and void upon sale of either the whole loan or a participating interest to the Federal Home Loan Mortgage Corporation.

KURIAN M. KURIAN
KURIAN M. KURIAN Borrower

LeeLamma Kurian
LEEILAMMA KURIAN Borrower

State of Illinois - Cook County ss.

I, MARINA MACMICHAEL, a Notary Public in and for said county and state, do hereby certify that Kurian M. Kurian and LeeLamma Kurian, his wife, personally known to me to

be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said Rider as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 15th day of SEPT, 1978.
My Commission expires: 6-8-1981

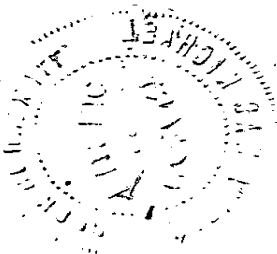
MARINA MACMICHAEL
Notary Public



24 633 441

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY 100896-5
NOTE

102-12837

US \$ 60,000.00

Chicago, Illinois
City

SEPTEMBER 13, 1978

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay UPTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, or order, the principal sum of SIXTY THOUSAND AND NO/100 Dollars, with interest on the unpaid principal balance ~~from the date of this Note~~ until paid, at the rate of TEN percent per annum. Principal and interest shall be payable at 4545 North Broadway, Chicago, Illinois 60640, or such other place as the Note holder may designate, in consecutive monthly installments of FIVE HUNDRED SEVENTY NINE AND 02/100 Dollars (US \$ 579.02), on the FIRST day of each month beginning DECEMBER, 1978. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on NOVEMBER 1, 1998.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of FIVE percent of any monthly installment not received by the Note holder within FIFTEEN days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

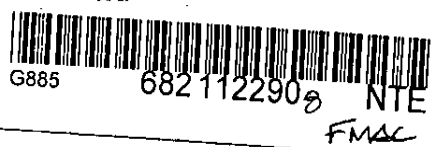
The indebtedness evidenced by this Note is secured by a Mortgage, ~~which~~ OF EVEN DATE, and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

4547 N. SAWYER AVE.
CHICAGO, ILLINOIS 60625

Property Address

KURIAN M. KURIAN
KURIAN M. KURIAN
Leelamma Kurian
LEELAMMA KURIAN

(Execute Original Only)



UNOFFICIAL COPY

Pay to the order of 13837
America's Mortgage Servicing, Inc.
Without Recourse

First Nationwide Bank, successor by merger with Uptown Federal Savings, F.A. F/K/A Uptown Federal Savings & Loan Association of Chicago by and through its Attorney-In-Fact America's Mortgage Servicing, Inc.
F/K/A First Family Mortgage Corporation of Florida

By: John M. Adams, III
John M. Adams, III
Vice-President

PAY TO THE ORDER OF

PAID AND CANCELLED

DATE 12/14/98

WITHOUT RECOURSE
AMERICA'S MORTGAGE SERVICING INC.

BY: John M. Adams, III
(NAME AND TITLE OF OFFICER)

John M. Adams, III
Vice-President

Property of Cook County Clerk's Office