0010557043

UNOFFICIAL CO107203 81 801 Page 1 of 7

Cook County Recorder

33,50

2805G

RELEASE DEED

0010557043

Mail To: STEWART TITLE COMPAMY 2 N. LASALLE ST. #1920 CHICAGO, IL 60602

Prepared By: TCF Mortgage Corp. 801 Marquette Ave. Minneapolis, MN55402

Recorder's Stamp

Know All Men by These Presents, That TCF Mortgage Corporation, f/k/a Standard Financial Mortgage Corporation, a corporation existing under the laws of the State of Minnesota, for and in consideration of one collar, and for other good and valuable consideration, the receipt whereof is hereby confessed, do hereby remise, convey, release and quit-claim unto JEROME A. KOLET AND FRANCES S. KOLET, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, OF the County of GOOK and State of Illinois all right, Title, interest; Amelaim or demand whatsoever it may have acquired in, through oraby a certain (mortgage/deed of trust), bearing the date and recorded in the County Recorder's Office of 2v_COOK, County, in the state of Illinois, as Document No. 97820045 and to the premises therein described, situated in the County of COOK Of Illinois, as follows, to wit:

SEE ATTACHED DOCUMENT.

P.I.N:07-22-201-002-012,07-22-201-013-015-016

TCF Mortgage CORPORATION

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

Paul A. McColley Assistant Vice President

2 N. LaSALLE STREET
SUITE 1920
CHICAGO, IL 60602

UNOFFICIAL COPY

SATE OF MINNESOTA ss County of HENNEPIN

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Paul A. McColley, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in persor, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this <u>1</u> day of <u>MARCH</u>, 2001.

Notary Public

My commission expires on January 25, 2005.

710010476 AS

THOMAS M. MATSON
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005



(1 Year Treasury Index - Rate Caps)

5031004822

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

OCTOBER 15. 1997

Date

City

ILLINOIS State

156 Fulbright Drive, Schaumburg, ILLINOIS 60194

Property Address

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$
'principal'') plus interest to the order of the Lender. The Lender is

200,000.00

(this amount is called

"principal"), plus interest, to the order of the Lender. The Lender is WOODFIELD PLANNING COPPORATION, A-CORPORATION OF ILLINGIS

I understand that the Lender way transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.2500 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every mon. h

I will make my monthly payments on the first day of each month beginning on DECEMBER

1997 . I will make these payments every month until I have paid ail of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on NOVEMBER 1, 2027 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3701 ALGONQUIN ROAD, STE. 720

ROLLING MEADOWS, ILLINOIS 60008

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,364.35 may change.

. This amount

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of NOVEMBER 1, 2000, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

MULTISTATE ADJUSTABLE RATE NOTE - ARMXXX2 - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

Form 3502 3/85



(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding

SEVEN EIGHTHS

percentage point(s) (

2.8750 %) to the Current

Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point
(0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next

Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than

9.2500 % or
less than

5.2500 %. Thereafter, my interest rate will never be increased or decreased on any
single Change Date by more than 'wo percentage points (2.0%) from the rate of interest I have been paying for the
preceding twelve months. My interest rate will never be greater than

13.2500 %.

(E) Effective Date of Changes

My new interest rate will become effective or each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of my changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any objection I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If the make a partial prepayment, there will be no changes in the due dates on my monthly payments unless the Note Holder agrees it writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate in rease.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

Form 3502 3/85

Rev. 01/06/97 PPS 4



7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of

calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time wher 1 am in default; the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable at orneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, are notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and norice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

-**822** (9306).01

Form 3502 3/85



Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

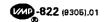
If Lender expresses the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or maited whin which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay unuse sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security in strument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNCERSIGNED.

Jerone a. West	(Seal)	France S. Kolet	(Seal)
Jerone A. Kolet	-Borrower	Frances S. Kolet	-Borrower
	(Seal)		(Seal)
	-Borrower	14,	-Borrower [Sign Original Only]
PAY TO THE ORDER OF STANDARD FINANCIAL MORTGAGE CORPORATION		0	
800 BURR RIDGE PARKWAY, 3RD FLOOR BURR RIDGE, ILLINOIS 60521			
WITHOUT RECOURSE ON OCTOBER 15, 199	7		-0

WOODFIELD PLANNING CORPORATION, A CORPORATION OF ILLINOIS 3701 ALGONQUIN ROAD, STE. 720 ROLLING MEADOWS, ILLINOIS 60008

> DONALD'J. MONSEN Vice-President



RIDER - LEGAL DESCRIPTION

LOT 28 IN OLDE TOWNE VILLAGE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 1997, AS DOCUMENT 97633486 AND ENL.
5372,

COOK COUNTY CLORES OFFICE CONSENT AND AMENDMENT THEREOF RECORDED SEPTEMBER 22, 1997 AS DOCUMENT 97:05372, IN COOK COUNTY, ILLINOIS.

07-22-201-002, 012 07-22-201-013, 015, 016