

UNOFFICIAL COPY 0010960081

8333/0217 10 001 Page 1 of 4  
2001-10-16 13:49:38  
Cook County Recorder 27.50

RELEASE DEED

Mail To:  
FIRST AMERICAN TITLE  
30 N. LASALLE STREET STE 300  
CHICAGO, IL 60601



Prepared By:  
TCF Mortgage Corp  
801 Marquette Avenue  
Minneapolis MN 55402



Recorder's Stamp

Know All Men by These Presents, That TCF National Bank, F/K/A TCF National Bank Illinois, for and in consideration of one dollar, and for other good and valuable consideration, the receipt whereof is hereby confessed, do hereby remise, convey, release and quit-claim unto AIDAN M. RATIGAN AND JOSEPHINE B. RATIGAN, HUSBAND AND WIFE of the County of COOK and State of Illinois all right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain (mortgage/deed of trust), bearing the date NOVEMBER 7, 1995 and recorded in the County Recorder's Office of COOK County, in the State of Illinois, as Document No. 95790583 to the premises therein described, situated in the County of COOK State of Illinois, as follows, to wit:

*JH*

PLEASE SEE LEGAL DESCRIPTION.

P.I.N.:13-09-309-022

The undersigned has changed its name or identity from TCF National Bank Illinois to **TCF National Bank** as a result of an amendment to charter or articles of incorporation.

WITNESS my hand this 8 day of June, 2001

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.

TCF National Bank

*Paul A. McColley*  
Paul A. McColley  
Assistant Vice President

STATE OF MINNESOTA

# UNOFFICIAL COPY

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 person, 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.

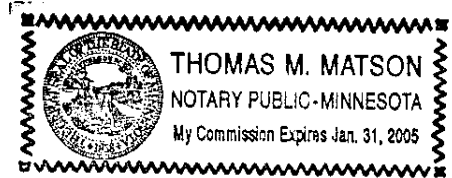
Given under my hand and notarial seal, this 8 day of June, 2001.



Notary Public

My commission expires on January 31, 2005

TCFIL-IL SB



Property of Cook County Clerk's Office

FILED  
JUN 11 2001  
HENNEPIN COUNTY

UNOFFICIAL COPY

95730583

0010968081

RECORD AND RETURN TO:

DEC 28 1995

STANDARD FINANCIAL MORTGAGE CORPORATION  
5100 FOREST AVENUE  
DOWNERS GROVE, ILLINOIS 60515

11:10

5031000174

DEPT-01 RECORDING \$35.00  
T#0012 TRAN 7640 11/15/95 10:31:00  
#6235 # CG #-95-790583  
COOK COUNTY RECORDER

Prepared by:  
DIANE SEPSIS  
CHICAGO, IL 60614

5031000174

1003101

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 7, 1995 The mortgagor is  
AIDAN M. RATIGAN  
AND JOSEPHINE B. RATIGAN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to  
HOME EXPRESS MORTGAGE CORP.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose

address is 2615 NORTH SHEFFIELD  
CHICAGO, ILLINOIS 60614

(Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED THREE THOUSAND EIGHT HUNDRED AND 00/100  
Dollars (U.S. \$ 103,800.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for  
monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2025

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,  
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7, to  
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this  
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following  
described property located in COOK County, Illinois:

LOT 27 AND THE WEST 5 FEET OF LOT 28 IN BLOCK 14 IN THE RESUBDIVISION  
OF BLOCKS 1, 6, 7, 9 TO 14 INCLUSIVE 18 TO 26 INCLUSIVE AND 31, 32 AND  
33 IN THE VILLAGE OF JEFFERSON, IN SECTION 9, TOWNSHIP 40 NORTH, RANGE  
13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-09-309-022

BOX 333-CT1

which has the address of 5252 WEST CARMEN, CHICAGO  
Illinois 60630 Zip Code ("Property Address");

Street, City

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90

Amended 5/91

VMP -6R(IL) (9408)  
VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 6

Initials:

Handwritten initials: DR

DPS 1089

75-76-977 TA  
5031000174

Handwritten number: 35.00

95730583

0010968081

PROCESSED

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items."

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally-related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credit, 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. In the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over

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