UNOFFICIAL CO1820128533

2002-01-31 14:11:28

Cook County Recorder

25.00

MAIL TO → BOX 352

0020128533

Satisfaction of Mortgage

3/00042

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: 9974320849

Original Mortgagor: FRANZ R. HALL AND THERESA M. HALL Mailing Address: 8149 S LATRODE, BURBANK IL. 60459

Date & Amount of Mortgage: 4/1/94 Amount: \$13,000.00 Recorded in: COOK County State of Illinois in

Document No. 94381463
Date of Recording: 4/28/94
Legal: SEE ATTACHED

PIN # 19-33-113-007

P operty Address: 8149 S LATOBE BURBANK IL. 60459

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 9TH day of JANUARY, 2002.

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

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN EQUITY LOAN SERVICES INC. AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EXPECT UPON THE TITLE.

UNOFFICIAL COPY

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGEMENT

20120533

State of Ohio)
County of Cuyahor) ⊇a)

On the 9TH day of JANUARY in the year 2002 before me, the undersigned personally appeared James W. Woodard, Vice President & Chester Kapirs'i, 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 inclividuals made such appearance before the undersigned in the City of Cleveland, Ohio. Coot County Clark's Office

PATRICIA I. TREBEC Notary Public, State of Ohio My Commission Expires August 5, 2003

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

In con dorrower dorrower cortgages an in the solution of Illinois:

SEE Ar P. I In consideration of the indepted ress herein recited, Forower, Accepting any Truster which is a constituent party in Borrower, hereby grants, bargains, sens, conveys, warrants and mortgages, and the Trustee, if any, hereby conveys, Shortgages and quit claims, unto Lender and Lender's successors and assigns the following described property located . County of

SEE ATTACHED:

P. I.N. #19-33-113-007

20128533

LOT 104 IN FRANK DELUGACH'S 79TH CICERO GOLF VIEW, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO MIDDLE 1/3 OF THE NORTH 60 ACRES OF THE EAST OF THE NORTHEAST 1/4 OF SAID SECTION 33, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID MIDDLE BEING THE WEST 1/2 OF THE EAST 2/3 OF SAID NORTH 60 ACRES, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 4, 1941 AS DOCUMENT NO. 12750971, IN COOK COUNTY, ILLINOIS.

ich has the address of 8149 S LATROBE, BURBANK IL 60459 herein "Property Address");

94381463

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 curthe property and all easements, rights, appurtenances, after-acquired title or reversion in and to the beds of ways, street, avenues and alleys adjoining the Property, and rents (subject however to the rights and authorities given herein to Lender to oil et 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 Borlower hereby grants to Lender as Secured Party (as

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. (the "Maximum Credit"), or so much thereof a 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 with interest thereon, advanced in accordance herewith to protect the security of this Mortge go: and the performance of the 05/01/04 covenants and agreements of Borrower contained herein and in the Note, provided that the anaximum amount secured

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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