



PROPERTY: 16412 HILLCREST DR  
TINLEY PARK IL 60477-8242  
PIN #: 27-33-416-013

FOR VALUE RECEIVED, we hereby acknowledge full satisfaction of a certain Mortgage from  
**SYLVIA TORRES & EDWIN TORRES**

to FIFTH THIRD BANK, A MICHIGAN BANKING CORP.\*, , MI \_\_\_\_\_, dated February 21, 2001 to  
secure the sum of \$11000.00 recorded April 12, 2000 in Mortgage Book N/A, Page  
N/A, Document/Instrument No. 0010296340, COOK County/City  
Illinois Records, covering the premises as described in said mortgage.

The COOK City/County Recorder is authorized to cancel this Mortgage of record.

IN WITNESS WHEREOF, the said FIFTH THIRD BANK, A MICHIGAN BANKING caused its corporate  
name to be hereunto subscribed by Kristin Wombacher, Operations thereunto duly authorized by  
its Board of Directors, on December 17, 2001.

Signed and acknowledged  
in the presence of:

Jeri Mickens  
Jeri Mickens

FIFTH THIRD BANK,  
A MICHIGAN BANKING CORP.

Kristin Wombacher  
Kristin Wombacher, Operations Manager

THE STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, That on December 17, 2001 before me, the subscribed, a Notary Public in and for said  
County and State, personally appeared Kristin Wombacher, Operations Manager of FIFTH THIRD BANK,  
A MICHIGAN BANKING \_\_\_\_\_, the corporation whose name is subscribed to and which executed the foregoing  
instrument, and for themselves and as such officers, and for and on behalf of said corporation, acknowledged the  
signing and execution of said instrument; and that the signing and execution of said instrument is their free and  
voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act  
and deed of said corporation for the uses and purposes in said instrument mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal on the day  
and year last aforesaid.

This instrument prepared by and return to:

Therese M. Paul  
Therese M. Paul  
FIFTH THIRD BANK  
925 Freeman Avenue  
Cincinnati, OH 45203

Paid: 11/07/2001



Aimee M. Galante  
Aimee M. Galante  
Notary Public, State of Ohio  
My Commission Expires August 2, 2004



SY  
P3  
N-  
MY

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**RECORDATION REQUESTED BY:**

Old Kent Bank  
90-1-600-3000-13360-442  
15330 HARLEM AVE  
ORLAND PARK, IL 60462

**WHEN RECORDED MAIL TO:**

Old Kent Bank  
P.O. Box 3488  
Grand Rapids, MI 49501

**SEND TAX NOTICES TO:**

SYLVIA TORRES  
EDWIN TORRES  
16412 HILLCREST DR  
TINLEY PARK, IL 60477

FOR RECORDER'S USE ONLY

**This Mortgage prepared by:**

CASSANDRA LARES  
POB 5488  
GRAND RAPIDS, MI 49501

## MORTGAGE

**MAXIMUM LIEN.** At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$11,000.00.

**THIS MORTGAGE** dated February 21, 2001, is made and executed between SYLVIA TORRES, whose address is 16412 HILLCREST DR, TINLEY PARK, IL 60477- and EDWIN TORRES, whose address is 16412 HILLCREST DR, TINLEY PARK, IL 60477, WIFE AND HUSBAND (referred to below as "Grantor") and Old Kent Bank, whose address is 90-1-600-3000-13360-442 , 15330 HARLEM AVE, ORLAND PARK, IL 60462 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in ditches with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in COOK County, State of Illinois:

Situated in the County of Cook, in the State of Illinois:  
Lot 29 in Gallagher and Henry's Tinley Meadows Unit No. 4, A  
subdivision of part of the East 1/2 of the Southwest 1/4 of  
Section 23, Township 36 North, Range 12, East of the Third  
Principal Meridian, in Cook County, Illinois.  
Permanent Parcel Number: 27-33-416-013

The Real Property or its address is commonly known as 16412 HILLCREST DR, TINLEY PARK, IL 60477-  
. The Real Property tax identification number is 27-33-416-013.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial

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## MORTGAGE (Continued)

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Code security interest in the Personal Property and Rents.

**FUTURE ADVANCES.** Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.