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Document Prepared by: ILMRSD-4 5/20/02

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2002-08-08 15:43:01  
Cook County Recorder 23.50

Marcella Lisbon  
When recorded return to:  
ARMANDO ZOMPARELLI  
307 ROBERTA LN  
CHICAGO HEIGHTS, IL 60411-1851



Loan #: 056720  
Investor Loan #: 0971004270  
Pool #:  
PIN/Tax ID #: 32172170260000  
Property Address:  
307 ROBERTA LN  
CHICAGO HEIGHTS, IL 60411-1851

**MORTGAGE RELEASE, SATISFACTION, AND DISCHARGE**

IN CONSIDERATION of the payment and full satisfaction of all indebtedness secured by that certain Mortgage described below, Wachovia Bank, NA FKA First Union National Bank, A North Carolina Corporation, whose address is 8739 Research Drive, Charlotte, NC 28288, being the present legal owner of said indebtedness and thereby entitled and authorized to receive said payment, does hereby release, satisfy, and discharge the lien, force, and effect of said Mortgage.

Original Mortgagor(s): ARMANDO ZOMPARELLI AND GIOVANNA ZOMPARELLI, HIS WIFE,  
Original Mortgagee: CHICAGO HEIGHTS FEDERAL SAVINGS AND LOAN ASSOC

Loan Amount: \$ 17,000.00

Date of Mortgage: 08/03/1976

Page/Drawer: 0

Date Recorded: 10/18/1976

Liber/Cabinet: 0

Document #: 23675874

Legal Description: SEE ATTACHED

and recorded in the records of COOK County, State of Illinois and more particularly described on said Mortgage referred to herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this date of 06/20/2002.  
Wachovia Bank, NA FKA First Union National Bank

Bridget Lovett  
Assistant Secretary

Jamie Jones  
Vice President

State of FL County of DUVAL  
On this date of 06/20/2002, before me, the undersigned authority, a Notary Public duly commissioned, qualified and acting within and for the aforementioned State, personally appeared the within named Jamie Jones and Bridget Lovett, known to me (or identified to me on the basis of satisfactory evidence) that they are the Vice President and Assistant Secretary respectively of Wachovia Bank, NA FKA First Union National Bank, A North Carolina Corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said corporation, and that said corporation executed the same, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and official seal on the date hereinabove set forth.

Notary Public: Hendrika L. Wojdyla  
My Commission Expires: 01/25/2004

Hendrika L. Wojdyla  
My Commission CC905008  
Expires January 25, 2004



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MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned, ARMANDO ZOMPARELLI AND GIOVANNA ZOMPARELLI, his wife

of the city of Chicago Heights County of Cook, State of Illinois,  
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

Chicago Heights Federal Savings and Loan Association

a corporation organized and existing under the laws of the United States, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to-wit:

Lot Seventeen (17) in Olympia Terrace Unit No. Four (4), being a Subdivision of part of the West Half (W $\frac{1}{2}$ ) of the North East quarter (NE $\frac{1}{4}$ ) and part of the East Half (E $\frac{1}{2}$ ) of the North West quarter (NW $\frac{1}{4}$ ) of Section Seventeen (17), Township Thirty five (35) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

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TOGETHER with all the buildings and improvements now or hereafter erected thereon, including all gas and electric fixtures, plumbing apparatus, motors, boilers, furnaces, ranges, refrigerators, and all apparatus and fixtures of every kind, whether used for the purpose of supply or distributing heat, refrigeration, light, water, air, power or otherwise, now in or which hereafter may be placed in any building or improvement now or hereafter upon said property, together with all the estate, right, title and interest of said Mortgagor in and to said property and the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may hereafter become due under or by virtue of any lease whether written or verbal, or any agreement for the use or occupancy of said property, or any part or parts thereof, which may have been heretofore, or may be hereafter made or agreed to, or which may be made and agreed to by the Mortgagee under the power herein granted to it; it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right on the part of the Mortgagee to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter and all now due or that may hereafter become due under each and every of the leases or agreements existing or to hereafter exist for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of such avails, rents, issues and profits, or to secure and maintain possession of said premises, or any portion thereof, and to fill any and all vacancies and to rent, lease or let any portion of said premises to any party or parties, at its discretion, with power to use and apply said avails, issues and profits to the payment of all expenses, care and management of said premises, including taxes and assessments, and to the payment of any indebtedness secured hereby or incurred hereunder.

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TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Law of the State of Illinois, which said rights and benefits the said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee in the principal sum of

SEVENTEEN THOUSAND AND NO/100 - - - - - Dollars (\$ 17,000.00 ), together with interest thereon as provided by a note of even date herewith made by the Mortgagor in favor of the Mortgagee evidencing said indebtedness, said principal and interest being payable in monthly installments on the 5th day of each month, commencing with September 5, 1986 until the entire sum is paid, as provided in the note herein mentioned. And to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS:

(1) To either pay immediately when due and payable all general taxes, special assessments and other taxes levied or assessed upon said property or any part thereof and to promptly deliver receipts therefor to the Mortgagee upon demand; or pay such items in accordance with the terms of the note of even date herewith; (2) To keep the improvements now or hereafter upon said premises insured against damage by fire, windstorm and such other hazards as the Mortgagee may require to be insured against, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale; and in case of loss, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims under such policies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; (3) Not to commit or suffer any waste of such property, and to maintain the same in good condition and repair; (4) To promptly pay all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien of mechanics or materialmen shall attach to said property; (5) Not to suffer or permit any unlawful use of or any nuisance to exist upon said property; (6) Not to diminish or impair the value of said property or the security intended to be effected by virtue of this mortgage by any act or omission to act; (7) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage; (8) Not to suffer or permit without the written permission or consent of the Mortgagee being first had and obtained (a) any use of said property for a purpose other than that for which the same is now used; (b) any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property; (c) a purchase upon conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or improvement upon said property; (d) a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said

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of his covenants herein, the Mortgagee may do on his behalf everything so covenanted deem necessary to protect the lien of this mortgage; and that any moneys paid or disbursements, shall be added to the unpaid balance of the aforesaid note as of the first day of the month following the date of such payment or disbursement; that it shall not be obligatory upon the Mortgagor to encumber or claim in advancing moneys in that behalf as above authorized, but requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder because of anything it may do or omit to do hereunder;

