

# UNOFFICIAL COPY

03026834

RELEASE OF MORTGAGE OR  
TRUST DEED BY CORPORATION

03026834

KNOW ALL MEN BY THESE PRESENT, that OLD KENT BANK AND TRUST COMPANY, a Michigan Corporation, does hereby certify that FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ELGIN N/K/A OLD KENT BANK & TRUST COMPANY of the county of Cook and State of Illinois for and inconsideration of the payment of the indebtedness secured by the mortgage thereafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, do hereby REMISE, RELEASE, CONVEY and QUIT CLAIM unto JOHN S. GROH AND ARLIS J. GROH, HIS WIFE heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever they may have acquired in, through or by a certain mortgage, bearing date June 5, 1971, and recorded in the Recorder's Office of Cook County, in the State of Illinois, as document No. 21507866, to the premises therein described as follows, situated in the County of Cook, State of Illinois, to wit:

SEE LEGAL ATTACHED

together with all the appurtenances and privileges thereunto belonging or appertaining. This mortgage was assigned to FIRST FEDERAL OF SAVINGS AND LOAN ASSOCIATION OF ELGIN N/K/A OLD KENT BANK & TRUST COMPANY.

Permanent Real Estate Index Number(s): 06-17-200-022

Address(es) of premises: Arlis J. Groh  
Rt. 1, Box 327 Wolsfeld Dr.  
Elgin, Illinois 60120

DEPT-01 RECORDING \$23.50  
745555 TRAN 7634 12/15/93 11:13:00  
40990 \* -03-026834  
COOK COUNTY RECORDER

Signed, sealed and delivered November 22, 1993.

Witnesses:

OLD KENT BANK AND TRUST COMPANY

Dung Chung

BY Joyce E. Wong

Jeanette M. Bentley

Its Customer Service Officer

State of Michigan )  
County of Kent ) ss.

On November 22, 1993, before me, a Notary Public in and for said County, appeared Joyce E. Wong to me personally know, and being duly sworn did say, that she is Customer Service Officer of Old Kent Bank and Trust Company and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and did acknowledge the same to be the free act and deed of said corporation.

Jeanette M. Bentley  
Notary Public, Kent County, Michigan  
My Commission expires August 21, 1995

This instrument was drafted by:  
Jeanette Bentley  
Old Kent Bank and Trust Co.  
Mortgage Servicing Dept.  
1850 East Paris Road  
Grand Rapids, MI 49546

Return to:

A/C #



Handwritten initials: J.B.A.

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Attorney

03026834

Property of Cook County Clerk's Office

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Mortgage

(Individual Form)

THE UNDERSIGNED,

JOHN S. GROH and ARLIS J. GROH, his wife,

of the City of Elgin, County of Kane, State of Illinois.

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ELGIN

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

to-wit: Part of Northeast quarter of Section 17, Township 41 North, Range 9, East of the Third Principal Meridian described as follows: Commencing at Southwest corner of Lot 3 of County Clerk's Subdivision of Lands the plat of which was recorded as document 2227308 thence Westerly on an extension of the South line of said Lot 3, 310 feet for a place of beginning, thence continuing Westerly on the last described course 310 feet, thence Northerly parallel with West line of said Lot 3, 711.2 feet to a point in South line of Lot 4 of said County Clerk's Subdivision of Lands, thence Easterly along said South line of Lot 4, 310 feet, thence Southerly parallel with the said West line of Lot 3, 709 feet to place of beginning in Cook County,

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, airconditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door bells, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of

-Sixty Thousand-

Dollars

(\$ 60,000.00

), which Note, together with interest thereon as therein provided, is payable in monthly installments of

-Four Hundred Twenty-four & 08/100-

Dollars

(\$ 424.08), commencing the

10th

day of

July

, 19 71,

which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional amounts in a sum in excess of -Sixty Thousand- Dollars (\$ 60,000.00); provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require, 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, through such agents or brokers, 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 satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a Master's or Commissioner's deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purposes; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on 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 buildings or improvements on said property.

B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, I promise to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and combined with other such funds or its own funds for

LATER DATE

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