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Eugene "Gene" Moore Fee: \$28.50 Cook County Recorder of Deeds Date: 06/12/2003 12:14 PM Pg: 1 of 3

RELEASE OF MORTGAGE OR TRUST DEED

FOR THE PROTECT ON OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEFON OR THE REGISTRAR OF TITLES IN WHOSE OFFICES THE MORTGAGE OR DEED OF TRUST WAS FILED.

Loan # 8428955

KNOW BY ALL MEN BY THESE PRESENTS: that

US BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE UNDER THE INDENTURE DATED AS OF 12/14/01, BETWEEN SALOMON MORTGAGE LOAN TRUST 2001-CB4 AND US BANK NATIONAL ASSOCIATION, C-BASS MORTGAGE LOAN ASSET BACKED NOTES, WITHOUT RECOURSE. BY AND THROUGH ITS ATTOFINEY IN FACT, LITTON LOAN SERVICING LP A DELAWARE LIMITED PARTNERSHIP, ("Holder"), is the owner and holder of a certain Mortgage executed by EDWARD HARDWAY to AAMES FUNDING CORPORATION DBA AAMES HOME LOAN, dated 4/24/2001 recorded in the Official Records Book under Document No. 0010354139, Book 1862, Page 63 in the County of COOK, State of Illinois. The mortgage secures that note in the principal sum of 92800 and certain promises and obligations set forth in said Mortgage, and covers that tract of real property located in COOK County, Illinois commonly known as 12252 South State Street ,Chicago, Illinois, being described as follows: SEE ATTACHED

Illinois, being described as follows: SEE ATTACHED

DW UL No. 25-231-031-000

Holder hereby acknowledges full payment and satisfaction of said note and mortgage and surrenders the same as canceled. Such mortgage, with the note or notes accompanying it is fully paid, satisfied, released and discharged.

BOX 341

S.P.S.N.Y.

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## UNOFFICIAL COPY -1035-1139

LOT 29 IN BRITIGANS'S STEWART RIDGE ADDITION, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT STREETS HERETOFORE DEDICATED) IN COOK COUNTY, ILLINOIS.

which has the address of 12252 SOUTH STATE STREET, CHICAGO, ILLINOIS 6064328 ("Property Address");

TOOETHER 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 Corrower is lawfully seised 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.

COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Pre ayment 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 fet rally 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. § 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 credits 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.

ILLINOIS ARM/FIXED ARM PROGRAM Laser Forms Inc. (800) 446-3555

LIFT #OSM2814 10/95

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Rozrower's Initials

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BY:

**BY: DONNA MARTINEZ** 

TITLE: ASSISTANT CORPORATE SECRETARY

NAME: DEE ANNE LERMA TITLE: VICE PRESIDENT

STATE OF TEXAS COUNTY OF HARRIS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DEE ANNE LERMA and DONNA MARTINEZ well known to me to be the VICE PRESIDENT and ASSISTANT CORPORATE SECRETARY, respectively, of LITTON LOAN SERVICING LP AS ATTORMEY IN FACT and that they severally acknowledged that they each signed, sealed and delivered this instrument as their free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and seal in the County and State last aforesaid trais day of Wux しゅう

My Commission Expires:

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Notary's Printed Name:

Return To:

Edward Hardaway 12252 S State St Chicago, IL 606286809 **HOLDER'S ADDRESS:** LITTON LOAN SERVICING LP 4828 LOOP CENTRAL DRIVE HOUSTON, TX 77081-2226

LORI A. LOWE NOTARY PUBLIC STATE OF TEXAS ly Comm. Expires 5-21-2005

Future Tax Statements should be sent to: Edward Hardaway, 12252 South State Street, Chicago, IL 60643