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Mercedes-Benz Credit



Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 07/29/2003 12:41 PM Pg: 1 of 5

RELEASE OF MORTGAGE
ILLINOIS

P.I.N.:11-09-100-013

This document was prepared by and,
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LexisNexis Document Soluti
135 S. LaSalle St., Suite 2260
Chicago, IL 60603
Phone: (312) 201-1273



1796342-2

(Space reserved for Recorder)

Debtor: Gregory and Rhonda Seelinger
Recorder of Deeds, Cook County, IL

**FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE
FILED WITH THE RECORDER OR THE REGISTRAR OF TITLES IN
WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED**

RELEASE OF MORTGAGE

THIS RELEASE OF MORTGAGE, made on **July 15, 2003** by Mercedes-Benz Credit (the "Mortgagee") to
Gregory and Rhonda Seelinger (the "Mortgagor").

The Mortgagee is the current holder of a mortgage from the Mortgagor, dated **November 10, 1998** and
recorded among the Land Records of **Cook County, Illinois, File #08098081**, filed on **December 4, 1998**, upon
certain improved real property known as **1041 Lyman Ave., Oak Park, IL 60304** (the "Mortgage").

WHEREFORE the Mortgagee does hereby release the Mortgage and grant and reconvey the property
covered thereby to the Mortgagor his/her/their heirs, legal representatives and assigns, to be held by the
Mortgagor in the same manner as if the Mortgage had never been made.

WITNESS the hand and seal of the Mortgagee.

WITNESS:

Cassandra Disla

Printed Name: Cassandra Disla

Mercedes-Benz Credit

Felicia Starks

Printed Name: Felicia Starks

Title: Client Service Supervisor

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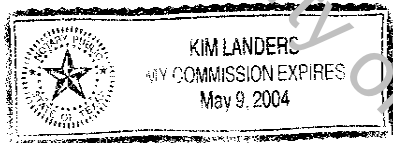
RELEASE OF MORTGAGE
ILLINOIS

ACKNOWLEDGMENT

STATE OF Texas , COUNTY OF Tarrant, to wit:

I HEREBY CERTIFY that on **July 15, 2003**, before me, a Notary Public of the aforesaid State, personally appeared **Felicia Starks**, known to me (or satisfactorily proven) who acknowledged himself to be an authorized representative of Mercedes-Benz Credit and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

Kim Landers
Print Name: **Kim Landers**

My Commission Expires: **May 9, 2004**

Property of Cook County Clerk's Office

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Mercedes-Benz Credit

Customer Service Center

EXHIBIT A

Description of Real Property:

COOK COUNTY, IL 1041 S LYMAN AVE, OAK PARK, IL 60304-2225

Property Address: 1041 S LYMAN AVE, OAK PARK, IL 60304-2225

Phone Number: 312-544-5193

***** SALES INFORMATION *****

Recorded Date: 06/01/1996

Sale Price: \$ 155,000 (Full Amount)

Document Number: 96420767

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 16-17-313-034

Legal Description: LOT: 26; BLOCK: 6; SUBDIVISION: AUSTIN PARK SUB IN EH SW SEC 17-19-13; SEC/TWN/RNG/MERIDIAN: SEC 17 TWP 19N RNG 13E; ASSessor'S MAP REFERENCE: 16-17-3W (R&P); CENSUS TRACT: 6111.00

Market Value Year: 1996

P.O. Box 685
Roanoke, TX 76262-0685
Phone: (800) 654-6227
Fax: (800) 873-5468

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Mercedes-Benz
Credit Corporation

08098081

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1998-12-04 12:09:00
Cook County Recorder 51.50



08098081

MORTGAGE
ILLINOIS

THIS MORTGAGE is made on November 10, 1998. The owner(s) of the property who is/are giving this Mortgage (known as the "Mortgagor(s)") is/are Gregory & Rhonda Seelinger.) This Mortgage is given to MERCEDES-BENZ CREDIT CORPORATION, a Delaware corporation (known as the "Mortgagee") whose address is 201 Merritt 7, Suite 700, Norwalk, Connecticut 06856, or its successors and assigns. In this Mortgage, the terms "you", "your" and "yours" refer to the Mortgagor(s), and the terms "we", "us" and "our" refer to the Mortgagee.

You owe us the principal sum of Thirty five thousand one hundred forty eight and 33/100 Dollars (\$35,148.33), plus interest. This debt is evidenced by a Retail Installment Contract (the "Contract") dated October 10, 1998, which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 10, 2003. In consideration of this debt, you do hereby mortgage, grant and convey to us, and our successors and assigns, a certain real property located in the County of Cook, State of Illinois, and more fully described in EXHIBIT A, which is attached hereto and made a part hereof, which property is more commonly known as (street address) 1041 Lyman Ave., (city) Oak Park, Illinois (zip code) 60304 ("Property Address"), together with all the improvements now or hereafter erected on the property, all easements, appurtenances and fixtures now or hereafter a part of the property, and power of sale to the extent permitted by law. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

This Mortgage secures to us: a) the repayment of the debt evidenced by the Contract, with interest, and all refinancings, renewals, extensions and modifications of the Contract; b) the payment of all other sums, with interest, advanced under this Mortgage to protect the Property and our rights in the Property; and c) the performance of your promises and agreements under this Mortgage and the Contract.

YOU REPRESENT to us that you are the lawful owner of the Property and have the right to mortgage, grant and convey the Property to us as provided in the Mortgage and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands of anyone, subject to any encumbrances of record.

YOU AND WE promise and agree with each other as follows:

1. **Payment of Principal, Interest and Other Charges.** You shall pay when due the principal of and interest owing under the Contract and all other charges due under the Contract.
2. **Payments of Taxes and Insurance.** You will pay, when due, all taxes, assessments, leasehold payments or ground rents (if any), and premiums for hazard insurance on the Property and mortgage insurance (if and to the extent required by us).
3. **Prior Mortgages; Chances; Liens**

d) Upon our request, you shall promptly furnish to us all notices of amounts to be paid under this paragraph 3 and receipts evidencing any such payments you make directly.

4. **Hazard Insurance.**

a) You shall keep the Property insured against loss by fire and hazards included within the term "extended coverage". This insurance shall be maintained in the amounts and for the periods that we require. You may choose any insurer reasonably acceptable to us. Insurance policies and renewals shall be acceptable to us and shall include a standard mortgage clause. All insurance policies on the property, whether required by us or not, shall identify us as a "mortgagee". If we require, you shall promptly give us all receipts of paid premiums and renewal notices.

b) You shall promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so. Insurance proceeds shall be applied to restore or repair the Property damaged, if i) you are not in default of your obligations under the Contract and this Mortgage, ii) restoration or repair is economically feasible, and iii) the value of the Property would not be lessened. Otherwise, insurance proceeds shall be applied to sums secured by this Mortgage, whether or not then due, with any excess paid to you.

c) If we acquire the Property at a forced sale following your default, your right to any Insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to us to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

5. **Preservation and Maintenance of Property; Leaseholds.** You shall not destroy, damage or substantially change the Property or allow the Property to deteriorate or go to waste. If this Mortgage is on a leasehold estate in the Property, you shall fully comply with all terms of the ground lease.

6. **Protection of Our Rights in the Property; Inspection.** If you fail to perform the promises and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any sums secured by a lien which has priority over this Mortgage or any advance under the Contract or this Mortgage, appearing in court, paying reasonable attorneys' fees, paying any sums which you are required to pay under this Mortgage and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this paragraph. Any amounts we pay under this paragraph 6 shall become additional debts you owe us and shall be secured by this Mortgage. These amounts shall bear interest from the disbursement date at the rate established under the Contract and, at our option, shall be either payable on demand or added to the outstanding principal balance of

Property and mortgage insurance (if and to the extent required by us).

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Mortgage. These amounts shall bear interest from the disbursement date at the rate established under the Contract and, at our option, shall be either payable on demand or added to the outstanding principal balance of the Contract. We may inspect the Property at any reasonable time and upon reasonable notice.

3. Prior Mortgages; Charges; Liens.

- a) You shall perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Mortgage (a "Prior Mortgage"), including your promises to make payments when due. You shall not increase, amend or otherwise modify any Prior Mortgage without our prior written consent.
- b) You shall pay all taxes and assessments, leasehold payments or ground rents (if any), fines and charges of any kind against the Property which may attain priority over this Mortgage or any advance under the Contract or this Mortgage.
- c) You shall promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we have obtained) which has or attains priority over this Mortgage or any advance to be made under the Contract or this Mortgage.

MBC-800 IL (12.06)

Return To:

LEXIS Document Services
135 S. LaSalle St., Suite 2260
Chicago, IL 60603
Phone: (312) 201-1273



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(UP TO N) "D"
Debtor: Mortgage Between Gregory & Rhonda B
Juris: Recorder of Deeds, Cook County, IL

Property of Cook County Clerk's Office