## **UNOFFICIAL COPY**

### **RELEASE OF MORTGAGE**

State of Ohio

**KNOW ALL MEN BT THESE** PRESENTS, That the undersigned National City Bank OF MICHIGAN/ILLINOIS SUCCESSOR BY MERGER TO BANK OF BUFFALO GROVE of the County of Cuyahoga,

The party secured in and by a Certain Mortgage executed by JOHN F DAUGHERTY AND MARCELA DAUGHERTY Dated 9/6/94, and Recorded in the office of the Recorder of the County of COOK in the State of Illinois In Book of Mortgages, Page, or Micro Film Number #94780385,do hereby acknowledge receipt of full



Doc#: 0328149076 Eugene "Gene" Moore Fee: \$28.50 Cook County Recorder of Deeds Date: 10/08/2003 09:33 AM Pg: 1 of 3

payment and satisfaction of the moneys secured in and by said document, and in consideration thereby FOREVER release and discharge the same, and quit claim all right; and interest to and in the premises therein described or conveyed, for a description whereof reference may be had to said ducument or said record thereof.

TAX ID: 03-05-410-020

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of this 9/3/03.

DIANE EZINSKI, CONSUMER LENDING OFFICER

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# **UNOFFICIAL COP**

RELEASE OF MORTGAGE

#### STATE OF OHIO **CUYAHOGA COUNTY**

I, the undersigned, a Notary Public in and said County and State aforesaid, DO HEREBY CERTIFY, That DIANE EZINSKI and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appearer before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein.

NOTARY PUBLIC-CUYAHOGA COUNTY, OHIO

MY COMMISSION EXPIRES:

This instrument prepared by: VIRGINIA CONVERSE

Address: National City Bank PO Box 5570 Cleveland, Ohio 44141

Return this document to: JOHN F DAUGHERTY AND MARCE' A LAUGHERTY 328 MOHAWK CT **BUFFALO GROVE IL** 60089 #4489918040038717



THERESA A. CORDERY, Notary Public State of Ohio, Cuyahoga County My Commission Expires March 4, 2004

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REVOLVING

### NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY

This MORTGAGE TO SECURE John F. Daugherty and	A REVOLVING CREDIT LOAN Marcela Daugherty, h	(herein "Mortgage") is made by and am is wife, as joint tenants.	nong
	8	13 wife, as joint tenants.	
(herein "Borrower"), and	BANK OF BUFFALO GROVE	(herein "Bank").	
	ions, the following Donner	erein recited, grants, bargains, sell ent Borrower conveys, mortgages and cibed property located in the <u>vill</u> . State of Illinois:	
	This is a Junior	Mortgage	
Lot 36 in Moser's 2nd a Township 42 North Pan	addition to Buffalo G ge ll, East of the Th	rove, being a subdivision in ird Principal Meridian, in Cod	Section 5, ok County, Illinoi
P.T.I. #03-05-410-020	0,5		94780385
commonly known as:	328 Mohawk Court	Buffalo Grove, IL 60089	
Illinois (Herein "Property Add	ress");		·

INVESTORS TITLE GUARANTE INC. TO HAVE AND TO HOLD such property unto Bank and Bank's successors and assigns, forever, together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances after acquired title or reversion in and to the beds of ways, streets, evenues, and alleys adjoining the Property, and rents (subject however to the rights and authorities given here; to Bank to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are hereinafter referred to as the "Property"; as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Cope for the purpose of creating a security interest in such property, which Borrower hereby grants to Bank as Secured Party (as such term is defined in the said Code);

To Secure to Bank on condition of the repayment of the indebtedness evidenced by an Agreement and Disclosure Statement ("Agreement") of even date herewith and by Borrower's Variable Interest Rate [rowissory Note ("Note") of even date herewith, in the principal sum of U.S.\$ 50,000.00\_, or so much thereof us may be advanced and outstanding, with interest thereon, providing for monthly installments of interest, with the principal balance of the indebtedness, if not sooner paid or required to be paid, due and payable 10 gereof; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower contained herein and in The Agreement and the Note. The Agreement, the Note and this Mortgage are collectively referred to as the "Credit Excuments". The Note evidences a "revolving credit" as defined in Illinois Statutes Chapter 17, Paragraph 6405 and as otherwise amended. The lien of this Mortgage secures payment of any existing indebtedness and future wances made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard as to whether or not there is any indebtedness outstanding at the time any advance

\*-94-750385