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Mercedes-Benz Credit

RELEASE OF MORTGAGE ILLINOIS

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

This document was prepared by and,
after recording, should be returned to:

Mercedes-Benz Credit

Att: Daniel McAllister

2050 Roanoke Rd

Westlake TX 76262



Doc#: 0331126148

Eugene "Gene" Moore Fee: \$34.50

Cook County Recorder of Deeds

Date: 11/07/2003 11:27 AM Pg: 1 of 6

(Space reserved for Recorder)

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 **October 13, 2003** by Mercedes-Benz Credit (the "Mortgagee") to **R. Kymn Harp** (the "Mortgagor").

The Mortgagee is the current holder of a mortgage from the Mortgagor, dated **June 18, 2002** and recorded among the Land Records of **Cook County, Illinois, File 0020727462**, filed on **July 1, 2002**, upon certain improved real property known as **1552 W. Ethans Glen Drive., Palatine, IL 60067** (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:

Mercedes-Benz Credit

Printed Name: Cynthia Espinosa

Printed Name: Felicia Starks

Title: Client Service Specialist

Lexis Document Solutions and
Corporation Service Company

P.O. Box 2969

Springfield, IL 62708

B1805289-4

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RELEASE OF MORTGAGE ILLINOIS

ACKNOWLEDGMENT

STATE OF Texas , COUNTY OF Tarrant, to wit:

I HEREBY CERTIFY that on **October 13, 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

Print Name: **Kim Landers**

A handwritten signature in black ink that reads "Kim Landers".

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

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Mercedes-Benz Credit

Customer Service Center

EXHIBIT A

Description of Real Property:

Lot 23 in Ethans Glen East, a subdivision of that part of the southeast quarter of Section 3, and the southwest quarter of Section 9, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 02-09-320-012



LexisNexis
Document Solutions

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For Courier: 801 Adlai Stevenson Drive Springfield, Illinois 62703-4261
For Post Office: P.O. Box 2861 Springfield, Illinois 62708-2861
Telephone: 800-554-9738 FAX No: 800-457-6299

Kymn Harp
1552 West Ethans Glen Drive
Palatine, IL 60067
02-09-320-012

Mortgage

Recorder of Deeds, Cook County, Illinois

~~Courier Service: FedEx To~~
REQUESTING PARTY (COMPLETE NAME, ADDRESS, CITY, STATE AND ZIP)

~~Confirmation: None~~

DANA JAY
MERCEDES BENZ CREDIT
600 EMBASSY ROW, STE 160
ATLANTA, GA 30328

CREF#
CUST# 51889 06/27/2002
Letter & Filing
Phone: (800) 699-9626 431

Fax: (800) 554-1134

Orig#: 0020727462 07/01/2002

FRC (801)

ORDER/
INVOICE: 1741089 1

ACKNOWLEDGEMENT
SENT: 08/06/2002

EXTRA PAGE(S) 5
PAGES BREAK 0

Services: 22.00
Disbursement: 60.50
Taxes: 0.00
Confirmation: 0.00
Courier Serv: 16.00

LLH

TOTAL 98.50

CONFIRMATION

COOK COUNTY RECORDER OF DEEDS

*Attached is the original copy of your recorded copy. The acknowledgment
Was previously mailed under separate cover. This is a copy of our original
Invoice and should not be mistaken as an additional charge.*

Acct # 5002140403495-

DN: 2650191

Cook County Clerk's Office

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0020727462

4811/0058 50 001 Page 1 of 5

2002-07-01 12:30:08

Cook County Recorder 55.50

MORTGAGE - ILLINOIS

THIS MORTGAGE is made on June 18, 2002. The owner(s) of the property w [REDACTED] e (known as the "Mortgagor(s)") is/are R. Kymn Harp.) This Mortgage is given to DaimlerChrysler Ser [REDACTED] e (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. (5)

You owe us the principal sum of fifty one thousand four hundred sixty two and 25/100 Dollars (\$51,462.25), plus interest. This debt is evidenced by a Retail Installment Contract (the "Contract") dated December 9, 2000, which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 20, 2007. In consideration of this debt, you do hereby mortgage, grant and convey to us, and our successors and assigns, that 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) 1552 West Ethans Glen Drive, (city) Palatine, Illinois (zip code) 60067 ("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 or the Property and mortgage insurance (if and to the extent required by us).
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.
 - 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.**

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Telephone: 800-634-9738 FAX No: 800-457-6299

Kymn Harp
1552 West Ethans Glen Drive
Palatine, IL 60067
02-09-320-012

Mortgage

DLN: 2650191

Recorder of Deeds, Cook County, Illinois

Counter Service: FedEx To

Confirmation: None

REQUESTING PARTY (COMPLETE NAME, ADDRESS, CITY, STATE AND ZIP)

DANA JAY
MERCEDES BENZ CREDIT
600 EMBASSY ROW, STE 160
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Taxes: 0.0
Confirmation: 0.0
Courier Serv: 16.0

FRC (6/01)

ORDER/ INVOICE: 1741089-1 ACKNOWLEDGEMENT SENT: 07/01/2002 EXTRA PAGE(S) 5 PAGES BREAK 0

JXH

TOTAL 98.5

CONFIRMATION

Property of Cook County Clerk's Office