

# UNOFFICIAL COPY

WHEN RECORDED  
FORWARD TO:

MB FINANCIAL BANK  
2965 N. MILWAUKEE AVE.  
CHICAGO, IL 60618



Doc#: 0331414064  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 11/10/2003 09:53 AM Pg: 1 of 4



THIS SPACE FOR RECORDER'S USE ONLY

RELEASE OF MORTGAGE BY CORPORATION

**Know all Men by these Presents, that the**

**MB FINANCIAL BANK NATIONAL ASSOCIATION**

a corporation existing under the laws of the United States of America, for and in consideration of one dollar, and for other good and valuable considerations, the receipt whereof is hereby confessed, does hereby Remise, Convey, Release and Quit-Claim unto DONALD D. ENGEL, A SINGLE PERSON of the County of COOK and State of ILLINOIS, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain mortgage deed bearing date the 15<sup>TH</sup> day of JULY, A.D. 2002, and recorded AUGUST 8, 2002 in the Recorder's office of COOK County, in the State of ILLINOIS, in book N/A of Records, on page N/A, as Document No. 0020870578, and a certain Assignment of Rents bearing date the N/A day of N/A A.D. N/A and recorded in the Recorder's office of N/A County, in the State of N/A in Book N/A of Records, on page N/A, as Document No. N/A to the premises therein described, situated in the County of N/A and State of N/A as follows, to wit:

Legal Description: SEE EXHIBIT "A" ATTACHED

PIN Number: 09-24-328-041-0000  
Loan Number: 3212444

Property Address: 8246 N. ELMORE STREET  
NILES, IL 60714

IN TESTIMONY WHEREOF, the said MB FINANCIAL BANK NATIONAL ASSOCIATION

hath hereunto caused its corporate seal to be affixed,  
and these presents to be signed by its Officer,  
and attested by its Authorized Signer, this 30TH  
day of SEPTEMBER, A.D. 2003.

By: Cynthia Davis  
CYNTHIA DAVIS, Officer

Attest: Karem Nava  
KAREM NAVA, Authorized Signer


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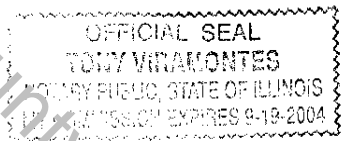
STATE OF ILLINOIS            }  
                                           } SS.  
 COUNTY OF COOK            }

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that CYNTHIA DAVIS personally known to me to be the Officer of the **MB FINANCIAL BANK NATIONAL ASSOCIATION** and KAREM NAVA personally known to me to be the Authorized signer of said corporation whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally

acknowledged that as such Officer and Authorized signer, they signed and delivered this said instrument of writing as Officer and Authorized signer of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30<sup>TH</sup> day of SEPTEMBER, A.D. 2003.

  
 \_\_\_\_\_  
 TONY VIRAMONTES, Notary



**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.**

THIS INSTRUMENT WAS PREPARED BY CYNTHIA DAVIS OFFICER OF MB FINANCIAL BANK NATIONAL ASSOCIATION., 2965 NORTH MILWAUKEE AVENUE CHICAGO, IL. 60018 CP.

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Retail Banking - Niles  
7557 W. Oakton Street  
Niles, IL 60714

8/27/02



**WHEN RECORDED MAIL TO:**

MB Financial Bank, N.A.  
Community Lending  
1200 N. Ashland Avenue  
Chicago, IL 60622

LN# 326444

**FOR RECORDER'S USE ONLY**

**This Mortgage prepared by:**

MB Financial Bank, N.A.  
1200 N. Ashland Avenue  
Chicago, IL 60622

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**MORTGAGE**

**MAXIMUM LIEN.** At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$5,000.00.

**THIS MORTGAGE** dated July 15, 2002, is made and executed between Donald D. Engel, a single person, whose address is 8246 N. Elmore, Niles, IL 60714 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 7557 W. Oakton Street, Niles, IL 60714 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Cook County, State of Illinois:

LOT 10 IN BLOCK 4 IN OAKTON MANOR FIRST ADDITION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT, BEGINNING AT A POINT IN THE NORTH LINE OF SOUTHWEST 1/4 OF SAID SECTION 24, SAID POINT BEING 166.65 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE WEST ALONG SAID NORTH LINE 393.30 FEET; THENCE SOUTH IN A STRAIGHT LINE 1325.80 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE FEET ALONG SAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE NORTH IN A STRAIGHT LINE 1325.20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ACCORDING TO THE PLAT THEREOF

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OCT-06-2003 10:34

MB FINANCIAL

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**20870578****MORTGAGE  
(Continued)**

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REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 1436658.

The Real Property or its address is commonly known as 8246 N. Elmore, Niles, IL 60714. The Real Property tax identification number is 09-24-328-041-0000

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any