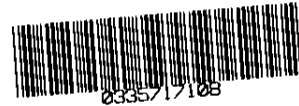


UNOFFICIAL COPY



Doc#: 0335717108
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 12/23/2003 11:44 AM Pg: 1 of 4

THIS INSTRUMENT PREPARED BY: KAREN GRAVES

RETURN TO:
FIRST FINANCIAL BANK
214 NORTH WASHINGTON
EL DORADO, AR 71730

RELEASE WEEKS 412776

KNOW ALL MEN BY THESE PRESENT

That in consideration of full payment of all indebtedness mentioned in a certain MORTGAGE/DEED OF TRUST dated **NOVEMBER 24, 1989** in Book **89571121** at Page **XXXX** in the Recorder's Office in and for **COOK** County and executed by **CHARLES WEEKS, A WIDOWER** and original MORTGAGEE/TRUSTEE/LENDER, **SECOND FEDERAL SAVINGS AND LOAN ASSOCIATION** on the following property **718 N SPAULDING;CHICAGO**, all located in **COOK** County **ILLINOIS** to-wit:

*****SEE ATTACHED LEGAL DESCRIPTION*****

PIN#: 16 11 205 033 0000

The lien on the property above mentioned is hereby discharged and released in full this **20** day of **NOVEMBER, 2003**

GIVEN under my hand and seal, day and year above mentioned

**FIRST FINANCIAL BANK
EL DORADO, ARKANSAS**


JIM BLACK, VICE PRESIDENT

(SEAL)



ACKNOWLEDGEMENT

STATE OF: **ARKANSAS**
COUNTY: **UNION**

BE IT REMEMBERED, That on this day come before me, the undersigned, a Notary Public within and for county and state aforesaid, duly commissioned and acting **JIM BLACK, VICE PRESIDENT OF LOAN SERVICING** of **FIRST FINANCIAL BANK, EL DORADO, ARKANSAS** to me well known as the person executing the foregoing instrument of writing and state that she had executed the same for the consideration and purposes therein mentioned and set forth and was duly authorized to execute said release.

Handwritten initials

UNOFFICIAL COPY

WITNESS my hand and seal as such Notary Public on this 1 day of DECEMBER, 2003 .

Karen E Graves

NOTARY PUBLIC: KAREN E. GRAVES

COMMISSION EXPIRES: 12-1-2013

Karen E. Graves
Notary Public - Arkansas
Union County
My Commission Expires 12-01-2013

CERTIFICATE OF RECORD

STATE OF _____
COUNTY OF _____

I, _____, Circuit Clerk and Ex-Officio Recorder for the county aforesaid, do hereby certify the annexed and foregoing instrument of writing was filed for record in my office on the _____ day of _____ A.D. _____, at _____ o'clock _____ M. and the same is now duly recorded with the acknowledgments and certificates thereon, in Record Book _____, Page _____

CIRCUIT CLERK AND EX-OFFICIO RECORDER

D.C.

Property of County Clerk's Office

UNOFFICIAL COPY

09571121

NR 11215467

89571121

DEPT-01 RECORDING \$14.00
T#4444 TRAN 1651 11/30/89 11:44:00
#3222 # D *-89-571121
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

412776

THIS MORTGAGE ("Security Instrument") is given on November 24th 19 89. The mortgagor is CHARLES WEEKS, A WIDOWER ("Borrower"). This Security Instrument is given to SECOND FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of United States of America, and whose address is 3960 West 26th Street - Chicago, Illinois 60643 ("Lender"). Borrower owes Lender the principal sum of FORTY NINE THOUSAND FIVE HUNDRED AND NO CENTS Dollars (U.S. \$ 49,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 5th 2009. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

Lot 9 in Charles H. Serum's Subdivision, being a Resubdivision of Lots 33 to 47 inclusive in Maltby's Subdivision of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County Illinois

Permanent Index Tax # 16 11 205 033 Vol 553

89571121

the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.