

RELEASE DEED (General)

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Doc#: 0401002011
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 01/12/2004 09:25 AM Pg: 1 of 4

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

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.

KNOW ALL MEN BY THESE PRESENTS,
PAYSAYER CREDIT UNION N/K/A
CREDIT UNION 1
450 E. 22ND. ST.
LOMBARD ILLINOIS 60148

(The Above Space For Recorder's Use Only)

of the County of DUPAGE and State of Illinois for and in consideration of one dollar, and for other good and valuable consideration, the receipt whereof is hereby confessed, do hereby remise, convey, release and quit-claim unto EUGENE J. FONTAINE AND MARY P. FONTAINE, HIS WIFE

of the County of COOK and State of Illinois all the right, title, claim or demand whatsoever IT may have acquired in, through or by a certain MORTGAGE, bearing date the 17TH day of JUNE A.D. 1999 and recorded in the Recorder's Office of COOK County, in the State of Illinois, Document No. 99594718 to the premises therein described, as follows, to wit: (See reverse side for legal description.) situated in the County of COOK in the State of Illinois, together with all appurtenances and privileges thereunto belonging or appertaining. All the notes secured by said instrument have been paid, cancelled and surrendered.

Permanent Index Number (PIN): 12-02-222-001

Address(es) of Real Estate: 1501 S. PROSPECT PARK RIDGE ILLINOIS 60068

DATED this 10TH day of DECEMBER, 2003

PLEASE PRINT OR TYPE DONNA SZUREK LOAN SPECIALIST
NAME(S) DONNA SZUREK
BELOW (SEAL)
SIGNATURE(S) (SEAL)

State of Illinois, County of DUPAGE ss. I, the undersigned, a Notary Public in and for

said County, in the State aforesaid, DO HEREBY CERTIFY that

DONNA SZUREK
Personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that s/he signed, sealed and delivered the said instrument as A free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.



IMPRESS SEAL HERE

Given under my hand and official seal, this 10TH day of DECEMBER, 2003

Commission expires 1/26/04
Notary Public Signature

This instrument was prepared by DONNA SZUREK - CREDIT UNION 1
450 E. 22ND ST. (NAME AND ADDRESS)

Lombard, Ill. 60148

SEE REVERSE SIDE CU3 9/99

# UNOFFICIAL COPY

Legal Description

of premises commonly known as \_\_\_\_\_

**LOT 24 IN BLOCK 28 IN KINSEY'S ARK RIDGE SUBDIVISION OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

Property of Cook County Clerk's Office

**SEND SUBSEQUENT TAX BILLS TO:**

MAIL TO:	}	<u>ATTORNEYS TITLE GUARANTY FUND, INC.</u>	_____
		<small>(Name)</small>	<small>(Name)</small>
		<u>33 NORTH DEARBORN, 2ND FLOOR</u>	_____
		<small>(Address)</small>	<small>(Address)</small>
		<u>CHICAGO ILLINOIS 60602-3100 ATT PRO-OPTION</u>	_____
		<small>(City, State and Zip)</small>	<small>(City, State and Zip)</small>

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

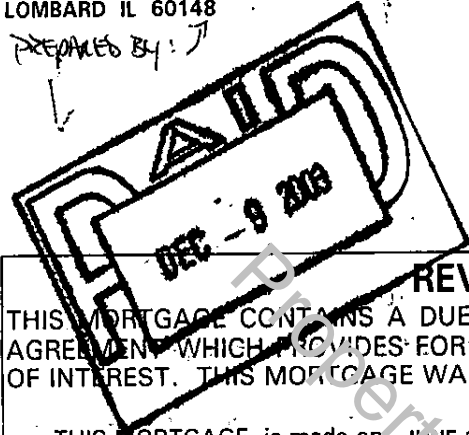
UNOFFICIAL COPY 99594718

582470144 49 001 Page 1 of 6  
1999-06-22 15:39:41  
Cook County Recorder 31.50



WHEN RECORDED, MAIL TO

PAYSAVER CREDIT UNION  
450 E 22ND ST STE 250  
LOMBARD IL 60148



SPACE ABOVE THIS LINE FOR RECORDER'S USE

**REVOLVING CREDIT MORTGAGE**

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST. THIS MORTGAGE WAS PREPARED BY PAYSAVER CREDIT UNION

THIS MORTGAGE is made on JUNE 17TH, 1999, between the Mortgagor, EUGENE J. FONTAINE AND MARY P. FONTAINE, HIS WIFE

(herein "Borrower"), and the Mortgagee, PAYSAVER CREDIT UNION, a corporation organized and existing under the laws of ILLINOIS, whose address is 450 E 22ND ST STE 250 LOMBARD IL 60148

(herein "Lender").

WHEREAS, Borrower is indebted to Lender as described in this paragraph; TO SECURE to Lender:

- (1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Mortgage, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed **FIFTY THOUSAND DOLLARS AND NO CENTS** (\$ 50,000.00 ). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable 20 years from the date of this Mortgage.
- (2) The payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at a rate which may vary as described in the Credit Agreement.
- (3) The performance of the covenants and agreements of Borrower herein contained;

BORROWER does hereby mortgage, warrant, grant and convey to Lender the following described property located in the County of \_\_\_\_\_, State of Illinois:

**LOT 24 IN BLOCK 28 IN KINSEY'S PARK RIDGE SUBDIVISION OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

which has the address of 1501 S. PROSPECT

(Street)

PARK RIDGE

(City)

Illinois 60068

(Zip Code)

(herein "Property Address");

Property Tax ID No.: 12-02-222-001

STRALE  
PAYSAVER  
FONTAINE  
COLLAR COUNTIES TITLE PLANT.# TS 33800

2/18

6P

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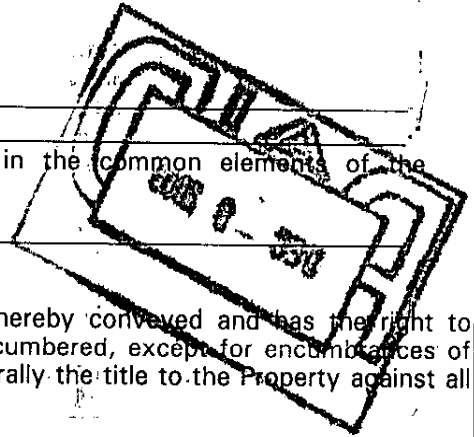
TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Complete if applicable:

This Property is part of a condominium project known as \_\_\_\_\_

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

This Property is in a Planned Unit Development known as \_\_\_\_\_



Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Finance Charges and Other Charges.** Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

**2. Funds for Taxes and Insurance.** Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Mortgage are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise 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 Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assess-

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