## **UNOFFICIAL COPY**

WHEN RECORDED FORWARD TO:

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



Doc#: 0405047289

Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 02/19/2004 01:08 PM 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 AS SUCCESSOR IN INTEREST TO FIRST NATIONAL BANK OF LINCOLNWOOD

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 STACEY MALOW, A SINGLE PERSON NEVER MARRIED AND JAMES MALOW MARRIED TO BONNIE M. MALOW 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 1<sup>ST</sup> day of MAY, A.D. 2001, and recorded MAY 11, 2001 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. 0010397125, 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, v. the State of N/A in Book N/Aof 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: 14-07-418-001-0000

Loan Number: 9021221

Property Address: 4949 N. WCLCOTT

CHICAGO, ILLINOIS 60640

IN TESTIMONY WHEREOF, the said MB FINANCIAL BANK NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO FIRST NATIONAL BANK OF LINCOLNWOOD

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 2ND day of JANUARY, A.D. 2004.

Cynthia Davis, Officer

Karem Nava, Authorized Signer

0405047289 Page: 2 of 4

#### **UNOFFICIAL COPY**

STATE OF ILLINOIS	}
	} SS
COUNTY OF COOK	}

Openy

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 AS SUCCESSOR IN INTEREST TO FIRST NATIONAL BANK OF

**LINCOLNWOOD** and KAREM NAVA personally known to me to be the Authorized Signer of said corporation whose names a e 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.

CIVEN under my hand and notarial seal, this 2<sup>ND</sup> day of JANUARY, A.D.

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 OFFICE & OF MB FINANCIAL BANK NATINAL ASSOCIATION AS SUCCESSOR IN INTERES? FO FIRST NATIONAL BANK OF LINCOLNWOOD 2965 N. MILWAUKEE AVENUE CHICAGC, 1/2 60618 CP.

0405047289 Page: 3 of 4

### UNOFFICIAL CO

2134/0<mark>1</mark>69 07 001 Page 1 of 2001-05-11 12:30:39

Cook County Recorder

33.00



#### RECORDATION REQUESTED BY:

First National Bank of Lincolnwood 6401 N. Lincoln Avenue Lincolnwood, Illinois 60712

#### WHEN RECORDED MAIL TO:

Charles A. Greenstein Senior Vice President First National Bank of Lincolnwood 6401 N. Lincoln Avenue Lincolnwood, Illinois 60712

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

#### FIRST CREDIT EQUITY LINE MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 1, 2001 mortgagor is STACEY MALOW, A SUIGLE PERSON NEVER MARRIED AND JAMES MALOW as for ("Borrower"). This MARRIED TO BONNIE M. MALOW Security Instrument is given to The Firs. National Bank of Lincolnwood, a national banking association, and whose address is 6401 N. L nco n Ave., Lincolnwood, Illinois 60712 ("Lender") Borrower owes Lender Maximum principal sum of FORTY FIVE THOUSAND AND 00/100---Dollars (U.S.) \$45,000.00 or the aggregate unpaid amount of all loans made by Lender pursuant to that certain First Credit Equity Line Agreement ("Agreement") of even date herewith, whichever is less. This debt is evidenced by the Agreement executed by Borrower dated the same date as this Security Instrument which Agreement provides for monthly interest payments, with the full debt, if not paid earlier, due and p vable five years from the date of this mortgage. The Lender will provide the Borrower with a vice payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time (but in no event later than 5 years from the date nereof) not to exceed the above stated maximum amount outstanding at any one time. All future leans will have the same priority as the original loan. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Agreement, with interest, and all renewels, extensions and modifications; (b) the payment of all other sums, with interest, advanced under raragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For (nis purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

UNIT 4949-1A AND P46 IN THE WOLCOTT VILLAGE OF RAVENSWOOD CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF LOTS 1 TO 6 AND ALL OF THE ALLEY VACATED AS DOCUMENT NO. 08049033, ALL TAKEN AS A TRACT, IN EMIL G. SKOGLOND'S LINCOLN ARGYLE SUBDIVISION OF THE NORTH 1/2 OF BLOCK 1 IN NORTH RAVENSWOOD SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7. TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) **DESCRIBED AS FOLLOWS:** 

5 yrs U/P 8/00



0405047289 Page: 4 of 4

## **UNOFFICIAL COPY**

BEGINNING AT A POINT ON THE WEST LINE OF SAID TRACT; SAID POINT BEING 0 DEGREES EAST A DISTANCE OF 305.00 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT 6; THENCE NORTH 90 DEGREES EAST A DISTANCE OF 110.00 FEET;

THENCE NORTH 0 DEGREES EAST A DISTANCE OF 260.00 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 110.00 FEET TO THE WEST LINE OF SAID TRACT THENCE SOUTH 0 DEGREES EAST 260.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 08040592, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PERMANENT R.E. TAX ID NO. 14-07-418-001-0000

		of (349	of(Street)		CHICAGO.		
					(City)		
Illinois	60640 ( Zip Code)		Address");		\$ \$*** }	: "	

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or negotier a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

	rrower is lawfully seised of the estate hereby conveyed and has convey the Property and that the Property is unencumbered,  There are prior mortgages from Borrower to STANDARD  dated JANUARY 25, 1899 and recorded as
document number 99170327	

COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement.
- 2. Application of Payments. All payments received by Lender shall be applied to the annual fee, printed check charges, interest due, and then, to principal.
- 3. <u>Charges: Liens.</u> 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 promptly furnish to Lender all notices of amounts to be paid under this paragraph. The Borrower shall make these payments directly, and promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument other than the prior mortgage described above, 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