

UNOFFICIAL COPY

WHEN RECORDED
FORWARD TO:

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



Doc#: 0409122165
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 03/31/2004 02:41 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 SOUTH HOLLAND TRUST & SAVINGS BANK**

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 MARJORIE JOAN HENKEN 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 27TH day of DECEMBER, A.D. 1999, and recorded JANUARY 4TH, 2000 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. 00007000, 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: 28-30-100-052
Loan Number: 9111523

Property Address: 16750 WEST WIND DRIVE
TINLEY PARK, ILLINOIS 60477

**IN TESTIMONY WHEREOF, the said MB FINANCIAL BANK NATIONAL ASSOCIATION
AS SUCCESSOR IN INTEREST TO SOUTH HOLLAND TRUST & SAVINGS BANK.**

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 8TH
day of MARCH, A.D. 2004.

By: Cynthia Davis
CYNTHIA DAVIS, Officer

Attest: Karem Nava
KAREM NAVA, Authorized Signer

Handwritten initials/signature

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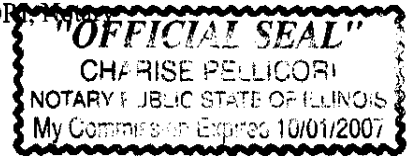
STATE OF ILLINOIS }
 } SS.
 COUNTY OF COOK }

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 AS SUCCESSOR IN INTEREST TO SOUTH HOLLAND TRUST & SAVINGS BANK. 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 8TH day of MARCH, A.D. 2004.

Charise Pellicori

 CHARISE PELLICORI



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, AS SUCCESSOR IN INTEREST TO SOUTH HOLLAND TRUST & SAVINGS BANK 2965 NORTH MILWAUKEE AVENUE, CHICAGO, IL. 60618 RA

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9998/0129 32 001 Page 1 of 11
2000-01-04 11:04:43
Cook County Recorder 48.00

RECORDATION REQUESTED BY:

South Holland Trust &
Savings Bank
South Holland - Main
16178 South Park Avenue
South Holland, IL 60473

WHEN RECORDED MAIL TO:

South Holland Trust &
Savings Bank
South Holland - Main
16178 South Park Avenue
South Holland, IL 60473

SEND TAX NOTICES TO:

Marjorie Joan Henken
16750 Westwind Drive
Tinley Park, IL 60477-2764



FOR RECORDER'S USE ONLY

Box 215

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This Mortgage prepared by:

South Holland Trust & Savings Bank
16178 South Park Avenue
South Holland, IL 60473

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 \$100,000.00.

THIS MORTGAGE dated December 27, 1999, is made and executed between Marjorie Joan Henken, whose address is 16750 Westwind Drive, Tinley Park, IL 60477-2764 (referred to below as "Grantor") and South Holland Trust & Savings Bank, whose address is South Holland - Main, 16178 South Park Avenue, South Holland, IL 60473 (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:

Parcel 1: That part of Lot 10 in Westwind Court, being a subdivision of part of the Northwest 1/4 of Section 30, Township 36 north, Range 13, East of the Third Principal Meridian, described as follows commencing at the Southeast corner of said lot 10; thence North 89 degrees 56 minutes 27 seconds West along the South line of said Lot 10 for a distance of 8.32 feet to a point; thence North 0 degrees 03 minutes 33 seconds East for a distance of 7.63 feet to a point, thence North 88 degrees 34 minutes 23 seconds West for a distance of 120.47 feet to a point of beginning, said point lying on the Southerly extension of the center line of a party wall; thence North 1 degree 26 minutes 29 seconds East along said center line of a distance of 74.00 feet to a point thence North 88 degrees 34 minutes 23 seconds West for a distance of 32.70 feet to a point thence South 1 degree 25 minutes 37 seconds West for a distance of 74.00 feet to a point thence South 88 degrees 34 minutes 23 seconds East for a distance of

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MORTGAGE (Continued) 00007000

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32.68 feet to the point of beginning, all in Cook County, Illinois.

The Real Property or its address is commonly known as 16750 Westwind Drive, Tinley Park, IL 60477. The Real Property tax identification number is 28-30-100-052.

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secure the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any intermediate balance.

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 EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. 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