

# UNOFFICIAL COPY

RELEASE DEED  
WHEN RECORDED MAIL TO  
FRANCES T. PICERNO  
546 WINDGATE CT  
ARLINGTON HEIGHT, IL 60005



Doc#: 0411949073  
Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 04/28/2004 08:47 AM Pg: 1 of 3

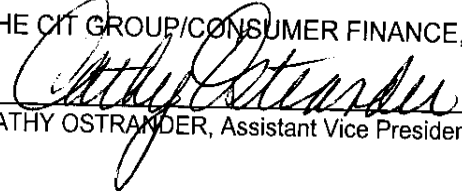
NAME AND ADDRESS OF PREPARER:  
THE CIT GROUP/CONSUMER FINANCE, INC.  
8000 SAGEMORE DRIVE, SUITE 8202  
MARLTON, NJ 08053

Know All Men by These Presents, That THE CIT GROUP/CONSUMER FINANCE, INC. of the County of BURLINGTON and State of NEW JERSEY for and in consideration of one dollar, and for other good and valuable consideration, the receipt whereof is hereby confessed, do hereby remise, convey and quit-claim unto FRANCES T. PICERNO, A SINGLE WOMAN AS SOLE OWNER of the County of COOK and State of Illinois all right, title, interest, claim, or demand, whatsoever they may have acquired in through or by a certain Mortgage dated JULY 3, 1995 and recorded in the Recorder's Office of COOK County, in the State of Illinois JULY 14, 1995, as Book NA Page NA Document No. 95458725 to the premises therein described, situated in the County of COOK, State of Illinois, as follows to wit:

See Attached Legal

together with all the appurtenances and privileges thereunto belonging or appertaining.  
Permanent Index Number(s): 08-10-302-045-1023  
Property Address: 546 WINDGATE CT, ARLINGTON HEIGHTS, IL 60005  
WITNESS my hand and seal this 23 February, 2002

THE CIT GROUP/CONSUMER FINANCE, INC.

  
CATHY OSTRANDER, Assistant Vice President

THE CIT GROUP/CONSUMER FINANCE, INC.

  
EMMA M. CAPPELLETTI, Vice President

(corp. seal)

STATE OF NEW JERSEY )  
COUNTY OF BURLINGTON ) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT CATHY OSTRANDER, Assistant Vice President, 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 he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and notarial seal this 23 February, 2002.

  
FRANCES B. ALBERTSON, Notary Public

My commission expires: 10/07/2002  
CIT Account Number: 16956591 Frances B. Albertson

**UNOFFICIAL COPY****EXHIBIT A**

ILP38989

**PARCEL 1:**

UNIT 4-D-5 IN WINDGATE CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 1 IN ARLINGTON CENTRE, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 85075203 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS FILED AS DOCUMENT NUMBER LR3131989 AND AMENDED BY DOCUMENT NUMBER LR3261294 IN COOK COUNTY, ILLINOIS, AND CREATED BY DEED MADE BY FIRST NATIONAL BANK OF HINSDALE, TRUST NUMBER L-098 TO FRANCES Y. PICERNO AND RECORDED DECEMBER 2, 1985 AS DOCUMENT NUMBER 85303070 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

95108725

Cook County Clerk's Office

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provision of this mortgage that can be construed in a manner consistent with the Act. If any provision of this mortgage shall grant you any rights or remedies upon my default which are more limited than the rights that would otherwise be vested in you under the Act in the absence of said provision, you shall be vested with the rights granted in the Act to the full extent permitted by law.

**MAXIMUM AMOUNT** - The maximum amount of principal, interest, future advances and other amounts (now or hereinafter owed) that shall be secured by this mortgage shall be double the original principal balance hereinabove stated.

**RESPONSIBLE PARTY TRANSFER ACT** - I represent and warrant that the Property does not contain any underground storage tanks or conditions which require notification or compliance with the Responsible Party Transfer Act of 1988, as amended (Illinois Annotated Statutes, Chapter 30, Paragraph 901 et. seq.), in conjunction with the execution and delivery of this mortgage.


**EXCESS INTEREST** - It being the intention of you and me to comply with the laws of the State of Illinois and applicable federal law, it is agreed that notwithstanding any provision to the contrary in the Note, this mortgage, or any of the other loan documents, no such provision shall require the payment or permit the collection of any amount ("Excess Interest") in excess of the maximum amount of interest permitted by law to be charged for the use or detention, or the forbearance in the collection, of all or any portion of the indebtedness hereby secured. If any Excess Interest is provided for, or is adjudicated to be provided for, in the Note, this mortgage, or any of the other loan documents, then in such event (a) the provisions of this paragraph shall govern and control; (b) I shall not be obligated to pay any Excess Interest; (c) any Excess interest that you may have received hereunder shall, at your option, be (i) applied as a credit against the then unpaid principal balance under the Note, accrued and unpaid interest thereon (not to exceed the maximum amount permitted by law), or both, (ii) refunded to the payor thereof, or (iii) any combination of the foregoing; (d) the rate of interest under the Note shall be automatically subject to reduction to the maximum lawful rate allowed under the laws of Illinois or applicable federal law and the Note, this mortgage, and the other loan documents shall be deemed to have been, and shall be, reformed and modified to reflect such reduction in the rate of interest under the Note.

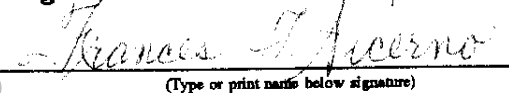
**RECEIPT OF COPY** - Each of the undersigned acknowledges receipt of a completed and signed copy of this mortgage.

**BINDING EFFECT** - This mortgage is binding on and inures to both your and my successors and assigns.

**NOTICE: See Attached Pages For Additional Provisions**

Signed and acknowledged in the presence of

  
\_\_\_\_\_  
Witness

 (Seal)  
(Type or print name below signature)

FRANCES T. PICERNO

\_\_\_\_\_  
(Type or print name below signature)

  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Type or print name below signature)

## ACKNOWLEDGEMENT

I, THE UNDERSIGNED, certify that FRANCES T. PICERNO

[and N/A, his/her spouse,] personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Dated: 7-3

OFFICIAL SEAL  
PHILIP T. ROWAN  
Notary Public, State of Illinois  
My Commission Expires 2/4/06

  
Notary Public

[Seal]

This instrument was prepared by and upon recording should be returned to:

THE CIT GROUP/CONSUMER FINANCE, INC.

(Type Name)

PO Box 270655, Oklahoma City, OK 73137-0655

(Type Address)