## **UNOFFICIAL COPY**

WHEN RECORDED FORWARD TO:

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



Doc#: 0413212161 Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 05/11/2004 12:12 PM Pg: 1 of 3

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

a corporation existing under the laws of the Jnited States of America, for and in consideration of one dollar, and for other good and valuable considerations, the receipt where of is hereby confessed, does hereby Remise, Convey, Release and Quit-Claim unto JAMES M. CAVARRETTA AND KELLY S. CAVARRETTA, HUSBAND AND WIFE AS JOINT TENANTS of the County of COOK and State of ILLPACIS, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain mortgage deed opening date the 30TH day of DECEMBER, A.D. 2002, and recorded JANUARY 13<sup>TH</sup>, 2003 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. 0030055222, 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 for 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: 29-26-100-023-0000

Loan Number: 3213895

Property Address: 17103 UNIVER SITY AVENUE

SOUTH HOLLAND, ILLINOIS 60473

IN TESTIMONY WHEREOF, the said MB FINANCIAL BANK NATIONAL ASSOCIATION

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 28TH

day of APRIL, A.D. 2004.

CANTHIA DAVIS Office

Attest: Chemy OGO

KAREM NAVA, Authorized Signer

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## **UNOFFICIAL COPY**

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 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 28<sup>TH</sup> day of APRIL, A.D. 2004.

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"OFFICIAL SEAL"
CHARISE PELLICORI
NOTARY PUBLIC STATE OF ILLINO S
My Commission Expires 10/01/2007

CHARISE PELLICORI, 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, OFFICER OF MB FINANCIAL BANK NATIONAL ASSOCIATION., 2965 NORTH MILWAUKLF AVENUE, CHICAGO, IL. 60618 RA

# UNOFFICIAL COPY

- "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial
- "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges opinions. that are imposed on Borrower or the Property by a condominium association, homeowners association or similar
- "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, organization. or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- "Escrow Items" means those items that are described in Section 3.
- "Miscellaneous Procects" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance preceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) connermation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepres entations of, or omissions as to, the value and/or condition of the Property.
- "Mortgage Insurance" means incurance protecting Lender against the nonpayment of, or default on, the Loan. "Periodic Payment" means the regula dy scheduled amount due for (i) principal and interest under the Note, (M)
- plus (ii) any amounts under Section 3 of this Security Instrument.
- "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they night be amended from time to time, or any additional or successor legislation or regulation that governs the same ubject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are in posed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgag, toan" under RESPA.
- "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 and Lender's successors and assigns the following described property located in the

COUNTY

[Name of Recording Jurisdiction] THE SOUTH 70 FEET OF THE NORTH 704 FEET OF THE WEST 1/2 OF LOT IN ANKER'S SUBDIVISION OF ALL THAT PART TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF CENTER LINE OF THORN CREEK AND NORTHERLY LINE OF GRAND TRUNK RAILROAD ACCORDING TO THE PLAT IN BOOK OF PLATS 62, PART 2 THEREOF RECORDED MARCH 20, 1894, DOCUMENT NUMBER 2011341, IN COOK COUNTY, ILLINOIS. A.P.N. #: 29-26-100-023-0000

which currently has the address of 17103 UNIVERSITY AVENUE

SOUTH HOLLAND

, Illinois

60473

("Property Address"):

[Zip Code]

[City]