

# UNOFFICIAL COPY



Doc#: 0430332011  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 10/29/2004 09:52 AM Pg: 1 of 3

## RELEASE OF MORTGAGE

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICES THE MORTGAGE OR DEED OF TRUST WAS FILED.

Loan # 8949547

KNOW BY ALL MEN BY THESE PRESENTS: that

**CREDIT BASED ASSET SERVICING AND SECURITIZATION LLC, A DELAWARE LIMITED LIABILITY COMPANY**, ("Holder"), is the owner and holder of a certain Mortgage executed by **SHIRLEY CROSS AND THOMAS RANDLE**, to **LIBERTY LUMBER**, dated **4/13/1996** recorded in the Official Records Book under Document No. **96-451837**, Book \_\_\_\_\_, Page \_\_\_\_\_ in the County of **COCK**, State of Illinois. The mortgage secures that note in the principal sum of **25000** and certain promises and obligations set forth in said Mortgage, and covers that tract of real property located in **COOK** County, Illinois commonly known as **4851 W Quincy St, Chicago, Illinois**, being described as follows: SEE ATTACHED PARCEL: 16-16-211-069-0000

Holder hereby acknowledges full payment and satisfaction of said note and mortgage and surrenders the same as canceled. Such mortgage, with the note or notes accompanying it, is fully paid, satisfied, released and discharged.

IN WITNESS WHEREOF Holder has caused these presents to be executed in its name, and its corporate seal to be (Corporate Seal) hereunto affixed by its proper officers thereunto duly authorized the 30 day of 8, 2004.

BOX 483

S/V  
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M.Y.  
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**CREDIT BASED ASSET SERVICING AND SECURITIZATION LLC,**

ATTEST/WITNESS:



BY: EDWARD C. HILL  
TITLE: VICE PRESIDENT

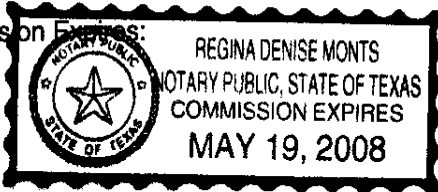
BY:   
NAME: JANICE MCCLURE  
TITLE: VICE PRESIDENT


STATE OF TEXAS  
COUNTY OF HARRIS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **JANICE MCCLURE** and **EDWARD C. HILL** well known to me to be the **VICE PRESIDENT** and **VICE PRESIDENT**, respectively, of **CREDIT BASED ASSET SERVICING AND SECURITIZATION LLC** and that they severally acknowledged that they each signed, sealed and delivered this instrument as their free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and seal in the County and State last aforesaid this  
30 day of 8 2004.

My Commission Expires:



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Notary's Printed Name: \_\_\_\_\_

**HOLDER'S ADDRESS:**

LLSLP - C-BASS  
4828 LOOP CENTRAL DRIVE  
HOUSTON, TX 77081

Future Tax Statements should be sent to: Shirley Cross, 4851 W Quincy St, Chicago, IL 60644  
Return to and Release prepared by: Brown & Associates, PC, 10592-A Fuqua, PMB 426, Houston, TX 77089  
Litton 8949547//

# UNOFFICIAL COPY

## ILLINOIS MORTGAGE AND ASSIGNMENT OF MORTGAGE

This Mortgage is made on this day, 4-13-96 96451887  
between the Mortgagor,  
SHIRLEY CROSS & THOMAS RAABE-EL

40001153

Hereinafter referred to as "Mortgagor" whether singular or plural) for and on consideration of the sum of one and No/100 (\$1.00) together with other good and valuable consideration, cash in hand paid by.

### LIBERTY LUMBER

DEPT-01 RECORDING \$23.50  
T#0009 TRAN 3093 06/13/96 15:03:00  
#1719 ÷ ER \*-96-451887  
COOK COUNTY RECORDER

(hereinafter referred to as ("Mortgagee") receipt of which consideration is hereby acknowledged do hereby grant, bargain, sell, convey and warrant unto Mortgagee and unto its successors and assigns forever, the following properties, situated in the County of

COOK state of Illinois To-wit:

LOT 19 (EXCEPT THE E 8.00 FEET THEREOF) AND LOT 20 (EXCEPT THE WEST 10.00 FEET THEREOF) IN THE SUBDIVISION OF LOT 7 IN THE SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 E OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN#16-18-211-089-0000.

23 SD  
DU

ADDRESS OF THE PROPERTY: 4851 W. QUINCY CHICAGO, IL 60644

To have and hold the same unto Mortgagee and unto its successors and assigns forever, together with all appurtenances thereunto belonging, and all fixtures and equipment used or useful in connection with said property, Mortgagor hereby covenants by and with Mortgagee that Mortgagor will forever warrant and defend the Title to said properties against any and all claims of any nature or kind whatsoever. And, we the Mortgagor for and in consideration of the considerations herein before recited, do hereby release, and relinquish unto Mortgagee all our rights of dower, curtesy and Homestead on and to the above-described lands.

96451887

The grant of Mortgage is on the condition that whereas Mortgagor is justly indebted unto Mortgagee in the sum of Twenty Five Thousand Dollars ( \$25,000.00 ), evidenced by one retail installment contract ("The Contract") of even execution date, in the sum of \$25,000.00 , bearing interest from date until due as provided in the contract, payable in 240 equal successive monthly installments of \$357.23 each, except the final installment, which shall be the balance then due on the contract.

This instrument shall also secure the payment of any and all renewals and/or extensions of said indebtedness, or any portion hereof together with any and all amounts that the Mortgagor now owes or may owe the Mortgagee, either direct or by endorsement, at any time between this date and the satisfaction of record of lien of this instrument, including any and all future advances that may by Mortgagee be made in the Mortgagor jointly and/or severally, either direct or by endorsement.

Mortgagor and Mortgagee acknowledge and represents that a material part of the consideration for the indebtedness owed by Mortgagor to Mortgagee is that the entire unpaid balance of principal and accrued interest due on said indebtedness shall be paid prior to the sale, transfer, encumbrance, contract of sale, contract to transfer or contract to encumber all or any part of or interest in the Mortgaged property. In the event of the sale, transfer encumbrance contract of sale, contract to transfer or contract to encumber all or any part of the property herein described, without the prior written approval of Mortgagee, contract of sale, contract to transfer or contract to encumber shall constitute a default under the Mortgage and the indebtedness evidence by the contract hereinabove described shall be immediately due and payable on the election of Mortgagee regardless of the financial position (net worth) of the proposed transferee.

Mortgagor hereby agrees and covenants to pay any and all taxes both general and special as same may be assessed and become due and payable and of required by Mortgagee to keep all buildings located upon the premises insured against loss and damage from fire, tornado and extended coverage insurance in a company and amount acceptable to Mortgagee, with standard Mortgagee clause in favor of Mortgagee as its interest appears, and with adequate flood coverage under the National Flood Insurance Program, and pay the premiums thereon. If Mortgagor fails to pay and such taxes or obtain taxes and/or insurance premiums, and the amount so paid shall constitute a charge against the Mortgagor and added to the amount due hereunder, shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the rate then applicable to the unpaid balance of the principal as set forth in the above-referenced contract.

In addition to pledging the property as herein before mentioned, Mortgagor also hereby pledges and all profits, rents and income accruing in connection with said property. However, the right is reserved to the Mortgagor to collect the profits, rents and/or as same mature and become due and payable, then at the option of the Mortgagee, its assigns or the holders of the indebtedness, all the remaining unpaid portion thereof shall become due and payable, and the lien of this instrument subject to foreclosure by suit filed in chancery court of the county in which the above described property is situated. Failure to exercise the option herein granted to declare the entire balance due and payable on the default shall not be a waiver to exercise the option in any subsequent default.

But, if the undersigned shall pay all of the indebtedness secured by this mortgage, at the time and in the manner set out above, and shall fully do and perform all of the other obligations herein assumed by the undersigned the above conveyance shall be null and void; otherwise, to remain in full force and effect.

SC [Signature] Initials