

**WHEN RECORDED  
FORWARD TO:**

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



**Doc#: 0433412120**  
Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 11/29/2004 03:25 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 FORMERLY KNOWN AS THE  
MID-CITY NATIONAL BANK OF CHICAGO**

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 ROBERT D. KYANKA AND JACQUELYN L. KYANKA, HUSBAND AND WIFE 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 5<sup>TH</sup> day of MAY, A.D. 1994, and recorded MAY 12, 1994 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. 94425928, 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: 23-36-303-143-1155  
Loan Number: 71000126

Property Address: 7698 ARQUILLA DRIVE  
PALOS HEIGHTS, IL 60463

**IN TESTIMONY WHEREOF, the said MB FINANCIAL BANK NATIONAL ASSOCIATION  
FORMERLY KNOWN AS THE MID-CITY NATIONAL BANK OF CHICAGO**

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 18TH  
day of NOVEMBER, A.D. 2004.

By: Cynthia Davis  
CYNTHIA DAVIS, Officer

Attest: Karem Nava  
KAREM NAVA, Authorized Signer

S-Y  
P-3  
S-Y  
M-X  
M-  
M-11

# UNOFFICIAL COPY

STATE OF ILLINOIS                    }  
   }  
 COUNTY OF COOK                    } SS.  
   }

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 FORMERLY KNOWN AS THE MID-CITY NATIONAL BANK OF CHICAGO** 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 18<sup>TH</sup> day of NOVEMBER, A.D. 2004

*Charise Pellicori*



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 OF MB FINANCIAL BANK NATIONAL ASSOCIATION FORMERLY KNOWN AS THE MID-CITY NATIONAL BANK OF CHICAGO, 2965 N. MILWAUKEE, CHICAGO, IL 60618 CP.**

RECORDATION REQUESTED BY:

The Mid-City National Bank of Chicago  
7222 West Cermak Road  
North Riverside, IL 60546

UNOFFICIAL COPY

94425928

WHEN RECORDED MAIL TO:

The Mid-City National Bank of Chicago  
7222 West Cermak Road  
North Riverside, IL 60546

SEND TAX NOTICES TO:

The Mid-City National Bank of Chicago  
7222 West Cermak Road  
North Riverside, IL 60546

DEPT-01 RECORDING \$31.0  
TR1111 MAR 5241 05/12/94 12:16:00  
22259 2004 05-12-94 - 428928  
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED MAY 5, 1994, between Robert D. Kyanka and Jacquelyn L. Kyanka, Husband & Wife, whose address is 7698 Arquilla Drive, Palos Heights, IL 60463 (referred to below as "Grantor"); and The Mid-City National Bank of Chicago, whose address is 7222 West Cermak Road, North Riverside, IL 60546 (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, located in Cook County, State of Illinois (the "Real Property"):

PARCEL 1: UNIT NUMBER 7698-2-"AA", IN OAK HILLS CONDOMINIUM 1, AS DELINEATED ON SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN BURNSIDE'S OAK HILLS COUNTRY CLUB VILLAGE SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTRION 36, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 23 684 699 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION AS AMENDED TIME TO TIME, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS MADE BY BURNSIDE CONSTRUCTION COMPANY, A CORPORATION OF ILLINOIS DATED OCTOBER 1, 1976 AND RECORDED OCTOBER 25, 1976 AS DOCUMENT NUMBER 23 684 698 AND CREATED BY THE DEED FROM BURNSIDE CONSTRUCTION COMPANY OF ANDREW F. THOMPSON AND VIRGINIA, HIS WIFE, DATED OCTOBER 5, 1979 AND RECORDED DECEMBER 7, 1979 AS DOCUMENT 25 272 532 FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS. PIN #23-36-303-143-1155

The Real Property or its address is commonly known as 7698 Arquilla Drive, Palos Heights, IL 60463. The Real Property tax identification number is 23-36-303-143-1155.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all 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.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor. The word "Grantor" means Robert D. Kyanka and Jacquelyn L. Kyanka. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means The Mid-City National Bank of Chicago, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated May 5, 1994, in the original principal amount of \$65,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 7.625%.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. 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

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