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Doc#: 0505348085
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 02/22/2005 02:08 PM Pg: 1 of 3

Property of Cook County Clerk's Office



Release of Deed

Full

Partial

Know all Men by these presents, that JPMorgan Chase Bank, N.A.
f.k.a. banke one f.k.a f.n.b. of chicago

consideration of one dollar, and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby release, convey and quit claim unto Thomas A Kelly and Kay L Kelly, married to each other

_____ and its/his/their heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever Bank may have acquired in, through or by a certain Mortgage dated 12/23/94 as Document Number 04011507 Book n/a Page n/a recorded/registered in the Recorder's/Registrars Office of COOK County, in the State of Illinois applicable to the property, situated in said County and State, legally described as follows, to-wit:

SEE ATTACHED

Property Address: 4220 HOWARD
WESTERN SPRINGS ILLINOIS 60558

PIN 18-05-126-015

For the Protection of the Owner, this Release shall be filed with the Recorder or Registrar of Titles in whose office the Mortgage or Trust of Deed was filed.

S-yes
P-3
S-
Myes
CE
3

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CHECK IF PARTIAL - if checked, the following apply

This Release is deemed and shall be construed solely as partial release of the aforementioned Mortgage and Assignments of Rents, which also covers other property and that the lien of said Mortgage and Assignment of Rents shall continue without abatement or interruption with respect to all of the Bank's right, title and interest in and to any and all other property still remaining subject to said liens and encumbrances.

Dated at LOUISVILLE, KY as of 01/24/05

JPMorgan Chase Bank, N.A.

By: *Wella Harder*

Its: Mortgage Officer

Attest: *Cynthia [Signature]*

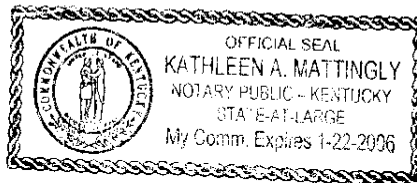
Its: Authorized Officer

State of Kentucky
County of JEFFERSON

I, the undersigned, a Notary Public in and for County in the State aforesaid, DO HEREBY CERTIFY THAT: the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers or authorized agents of JPMorgan Chase Bank, N.A. and THAT THEY appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing as duly authorized agents 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, the day and year first above written.

Kathleen A. Mattingly
Notary Public



My Commission Expires:

This instrument was prepared by: C.R.ASH

After recording mail to: BANK ONE LOAN SERVICING CENTER PO Box 32096 LOUISVILLE, KY 40232

00609700638570



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111-02-01638570



Borrower NO 111-13-0d179b475 04011507

Equity Credit Line

04011507

Mortgage

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 23, 1994. The mortgagor is THOMAS A. KELLY AND KAY L. KELLY, MARRIED TO EACH OTHER

("Borrower").

This Security Instrument is given to The First National Bank of Chicago, which is a National Bank organized and existing under the laws of the United States of America, whose address is One First National Plaza Chicago, Illinois 60670 ("Lender"). Borrower owes Lender the maximum principal sum of FIFTY THOUSAND AND NO/100

Dollars (U.S. \$ 50,000.00), or the aggregate unpaid amount of all loans and any disbursements made by Lender pursuant to that certain Equity Credit Line Agreement of even date herewith executed by Borrower ("Agreement"), whichever is less. The Agreement is hereby incorporated in this Security Instrument by reference. This debt is evidenced by the Agreement which Agreement provides for monthly interest payments, with the full debt, if not paid earlier, due and payable five years from the Issue Date (as defined in the Agreement). The Lender will provide the Borrower with a final payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time during the Draw Period (as defined in the Agreement). The Draw Period may be extended by Lender in its sole discretion, but in no event later than 20 years from the date hereof. All future loans will have the same lien priority as the original loan. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Agreement, including all principal, interest, and other charges as provided for in the Agreement, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 of this Security Instrument to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement and all renewals, extensions and modifications thereof, all of the foregoing not to exceed twice the maximum principal sum stated above. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

THE SOUTH 20 FEET OF LOT 3 AND THE NORTH 30 FEET OF LOT 4 IN BLOCK 21 IN FIELD PARK, A SUBDIVISION OF THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

RE TITLE SERVICES # R12-45

DEPT-01 RECORDING \$27
11-0011 TRAN 4797 12/01/94 14:32:06
19979 # AH *-04-01151
COOK COUNTY RECORDER

Permanent Tax Number: 18-05-126-015, which has the address of 4220 HOWARD WESTERN SPRINGS Illinois 60558 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, claims or demands with respect to insurance, any and all awards made for the taking by eminent domain, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

C168669

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is a prior mortgage from Borrower to MIDAMERICA FEDERAL SAVINGS BANK dated 08/10/93 and recorded as document number 93654479

COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement.
- 2. Application of Payments.** All payments received by Lender shall be applied first to interest, then to other charges, and then to principal.
- 3. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, and leasehold payments or ground rents, if any. Upon Lender's request, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. The Borrower shall make these payments directly, and upon Lender's request, promptly furnish to Lender receipts evidencing the payments.

Borrower shall pay, or cause to be paid, when due and payable all taxes, assessments, water charges, sewer charges, license fees and other charges against or in connection with the Property and shall, upon request, promptly furnish to Lender duplicate receipts. Borrower may, in good faith and with due diligence, contest the validity or amount of any such taxes or assessments, provided that (a) Borrower shall notify Lender in writing of the intention of Borrower to contest the same before any tax or assessment has been increased by any interest, penalties or costs, (b) Borrower shall first make all contested payments, under protest if Borrower desires, unless such contest shall suspend the collection thereof, (c) neither the Property nor any part thereof or interest therein are

Handwritten signature/initials