UNOFFICIAL COPY

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



Eugene "Gene" Moore Fee: \$26.50 Cook County Recorder of Deeds Date: 04/12/2005 12:22 PM Pg: 1 of 2

RELEASE INSTRUMENT

KNOW ALL MEN BY THESE IN ESENTS that Alphonso Jackson, Secretary of Housing and Urban Development, Mortgagee, acting by and through First Madison Services Inc., Attorney-in-Fact, holder of a certain mortgage dated 9/9/1998, recorded 9/17/1998, Document/Instrument No. 98830736 or in Book 9992, Page 0075, in the records of Cook County, Illinois, between YETTA HOROWITZ and WILLIAM M. HOROWITZ, HER HUSBAN, Original Mortgagor(s), whose address 4901 GOLF ROAD UNIT 402, SKOKIE, V. 6:067, and the Secretary of Housing and Urban Development, Original Mortgagee, whose address is 451 Seventh Street S.W., Wasnington, DC 20410, for the property located at 4901 GOLF ROAD UNIT 402, SKOKIE, IL 60067, PIN No., more particularly described as:

Legal Description: See EXHIBIT "A"

does hereby acknowledge that it has received full payment and sutisfaction of the same, and in consideration thereof, does hereby cancel and discharge said mortgage.

IN WITNESS WHEREOF, I, Monica Hodges, Release Manager for First Medison Services Inc., Attorney-in-Fact, have hereunto set my hand and seal on behalf of Alphonso Jackson, Secretary of Housing and Urban Development, under authority and by virtue of a limited power of attorney, this 28 day of March, 2005.

Alphonso Jackson

Secretary of Housing and Urban Development

By: First Madison Services Inc.,

Mohica Hodges, Release Man

STATE OF OKLAHOMA COUNTY OF TULSA

SS.

The foregoing instrument was acknowledged before me this 28 day of March, 2005, by Monica Hodges, Release Manager for First Madison Services Inc., Attorney-in-Fact on behalf of Alphonso Jackson, Secretary of Housing and Urban Development, under authority and by virtue of a limited power of attorney.

Prepared By and Return To: Lourena Sheppard

First Madison Services Inc. 4111 S. Darlington Suite 306

Tulsa, OK 74135

FHA Case No.: 131-93573319

Lourena E. Sheppard, Notary Public

My Commission Expires:

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08070949

UNIT 402 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN BARCELONA APARTMENT HOMES BUILDING NO. 7 CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 2813918, IN THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (P.I.N. # 10-16-204-029-1038)

which has the address of 4901 GOLF ROAD UNIT 402

[Street]

SKOKIE

"Property."

ILLINOIS

60077 [Zip Code] ("Property Address");

[City]

[State]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and 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

BORROWER COVENANTS that Borrower is Layfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is only encumbered by a First Security Instrument given by Borrower and dated the same date as this Security Instrument ("First Security Instrument"). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and at ree as follows:

- 1. Payment of Principal and Interest. Borrower shall pay when the principal of, and interest on, the debt evidenced by the Second Note.
- 2. Payment of Property Charges. Borrower shall pay all property charges, consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from morthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agraement. Lender may require Borrower to pay specified property charges directly to the party owed payment even though Lender pays other property charges as provided in this Paragraph.
- 3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's

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10XA: 09/97