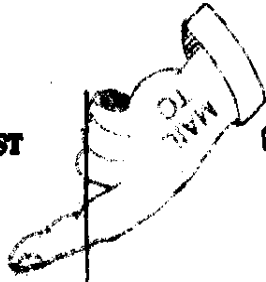


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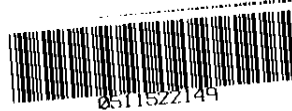
RELEASE OF MORTGAGE OR TRUST DEED (ILLINOIS)



ORIGINAL MAILED TO COUNTY FOR RECORDING

MAIL TO:

PATRICIA & FRANK RUFFOLO
13204 GREENLEAF TR.
PALOS HEIGHTS IL 60463



Doc#: 0511522149
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 04/25/2005 02:01 PM Pg: 1 of 4

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.

KNOW ALL MEN BY THESE PRESENTS, That First Midwest Bank, of the County of DuPage and State of Illinois for and in consideration of the payment of the indebtedness secured by the MORTGAGE hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, do hereby REMISE, RELEASE, CONVEY and QUIT CLAIM unto FRANK A. RUFFOLO AND PATRICIA A. RUFFOLO and their heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever the bank may have acquired in, through or by a certain, MORTGAGE bearing date the 11TH day of APRIL, 2003 and recorded in the Recorder's Office of COOK County, in the State of Illinois, in book --- of records, on page ---, as Document No. 031817118 to the premises therein described as follows, situated in the County of COOK, State of Illinois, to wit:

UNIT 13204 IN FOREST RIDGE AT WESTGATE VALLEY CONDOMINIUMS AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN FOREST RIDGE AT WESTGATE VALLEY, BEING A SUBDIVISION IN THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 2000 AS DOCUMENT NUMBER 00250556 IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED IN NOVEMBER 15, 2000 AS DOCUMENT NUMBER 00899505; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION; AS AMENDED FROM TIME TO TIME.

Together with all the appurtenances and privileges thereunto belonging or appertaining.

Permanent Real Estate Index Number(s): 24-32-300-009.

Address of premises: 13204 GREENLEAF TRAIL, PALOS HEIGHTS, IL 60463.

04/12/2005 14:11 FAX 708 614 5581

FIRST MIDWEST BANK
COLLATERAL CONTROL

UNOFFICIAL COPY

**ORIGINAL MAILED
TO COUNTY FOR
RECORDING**

Witness our hands, this 5TH day of APRIL, 2005.

FIRST MIDWEST BANK

By: Jeremia Parry
Jeremia Parry

Its: Assistant Vice President

By: Sonya Frazier
Sonya Frazier

Its: Loan Documentation Specialist

This instrument was prepared by:

First Midwest Bank
P.O. Box 9003
Gurnee, Illinois, IL 60031

STATE OF ILLINOIS
COUNTY OF LAKE

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeremia Parry, personally known to me to be the Assistant Vice President of First Midwest Bank, and Sonya Frazier, personally known to me to be the Loan Documentation Specialist of said banking corporation, and personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Assistant Vice President and Loan Documentation Specialist, they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said banking corporation, as their free and voluntary act, and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 5th day of April, 2005.



Deborah A. Winquist
Notary Public

Commission Expires 12-18-07

MAIL TO: FIRST MIDWEST BANK
P.O. BOX 9003
GURNEE, IL 60031
3882935188

UNOFFICIAL COPY



Eugene "Gene" Moore Fee: \$50.50
Cook County Recorder of Deeds
Date: 06/30/2003 10:37 AM Pg: 1 of 14

RECORDATION REQUESTED BY:
FIRST MIDWEST BANK
TINLEY PARK MAIN
300 PARK BOULEVARD
SUITE 400
ITASCA, IL 60143

WHEN RECORDED MAIL TO:
First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

CANCELLED
FIRST MIDWEST BANK

3888955188 3415 312 **FOR RECORDER'S USE ONLY**

This Mortgage prepared by:
FIRST MIDWEST BANK
300 NORTH HUNT CLUB ROAD
GURNEE, IL 60031

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$450,000.00.

THIS MORTGAGE dated April 11, 2003, is made and executed between **FRANK A. RUFFOLO and PATRICIA A. RUFFOLO, HUSBAND AND WIFE**, whose address is 13204 GREENLEAF TRAIL, PALOS HEIGHTS, IL 60463 (referred to below as "Grantor") and **FIRST MIDWEST BANK**, whose address is 300 PARK BOULEVARD, SUITE 400, ITASCA, IL 60143 (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, (the "Real Property") located in **COOK County, State of Illinois**:

See **EXHIBIT "A"**, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 13204 GREENLEAF TRAIL, PALOS HEIGHTS, IL 60463. The Real Property tax identification number is 24-32-300-009

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made,

Handwritten initials and marks at the bottom right corner.

UNOFFICIAL COPY

Loan No: 3888955188

**MORTGAGE
(Continued)**

Page 2

repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any intermediate balance.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. 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 following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all