### **UNOFFICIAL COPY**

SATISFACTION OF MORTGAGE

When recorded Mail to: Nationwide Title Clearing 2100 Alt. 19 North Palm Harbor, FL 34683





Doc#: 0511832145 Eugene "Gene" Moore Fee: \$28.50

Cook County Recorder of Deeds
Date: 04/28/2005 10:43 AM Pg: 1 of 3

The undersigned certifies that it is the present owner of a mortgage made by CHAPARRO AND LAURA L CHAPARRO to MB FINANCIAL BANK NA bearing the date 01/29/2004 and recorded in the office of the Recorder or Registrar of Titles of COOK County, in the State of Illinois in Book Page as Document Number 0404432156

The above described mortgage is, with the note accompanying it, fully paid, satisfied, and discharged. The recorder of said county is authorized to enter this satisfaction/discharge of record. To the property therein described as situated in the County of COOK, State of Illinois as follows, to wit:

SEE ATTACHED EXHIBIT A

known as: 2060 W CHASE #5B CHICAGO, IL 60645

PIN# 11-30-317-046-1013

dated 04/08/2005 MB FINANCIAL BANK, NA

CRYSTAL MOORE

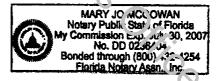
VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on 04,08/2005 by CRYSTAL MOORE the VICE PRESIDENT of MB FINANCIAL BANK, NA on behalf of said CORPORATION.

MARY JO MCGOWAN (#DD0236404) Notary Public/Commission expires: 07/30/2007



Prepared by: J. Lesinski/NTC,2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

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

MBFRC 3512099 LPH366197

RCNIL1

SY PS NY NEW

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## UNOFFICIAL COMMITTEE

#### RECORDATION REQUESTED BY:

MB Financial Bank, N.A. Retail Banking - Sheridan 6443 N. Sheridan Road Chicago, IL 60626 Doc#: C404432156

Eugene "Gene" Moore Fee: \$46.00 Cook County Recorder of Deeds Date: 02/13/2004 01:43 PM Pg: 1 of 12

#### WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 1200 N. Ashland Avenue Chicago, IL 60622

LN: 134800105 (c150)

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

Beth wartenberg MB Financial Fank, N.A. 1200 N. Ashland Avenue Chicago, IL 60622



MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of indebtridness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed 338,900.00.

THIS MORTGAGE dated January 29, 2004, is made and executed between Pablo Chaparro and Laura L. Chaparro, his wife, as Tenants by the Entirety, whose address is 2060 W. Chase #5B, Chicago, IL 60645 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 13443 N. Sheridan Road, Chicago, IL 60626 (referred to below as "Lender").

of Grantor's right, title, and interest in and to the following described real property, togethe 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:

PARCEL 1: UNIT 5-B IN CHASE MANOR CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 13 IN BLOCK 1 IN CONGDON'S RIDGE ADDITION TO ROGERS PARK BEING A SUBDIVISION OF THE SOUTH 50 ACRES OF THE SOUTHWEST FRACTION 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT



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# UNOFFICIAL COPY MORTGAGE (Continued)

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97802916, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. PARCEL 2: THE EXCLUSIVE RIGHT TO USE PARKING SPACE NUMBER P12, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 97802916.

The Real Property or its address is commonly known as 2060 W. Chase #5B, Chicago, IL 60645. The Real Property tax identification number is 11-30-317-046-1013

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, 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 MORTCAGE. 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 ASSESSMEITS 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 prossession 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