

# UNOFFICIAL COPY

## CERTIFICATE OF RELEASE



Doc#: 0525505125 Fee: \$26.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/12/2005 10:51 AM Pg: 1 of 2

8/26/2005 Title Order Number: 446879 2 of 3

Mortgage dated January 28, 2003 and recorded February 7, 2003 as document number 003-0185907, made by Mariusz Wroblewski and Regina Wroblewski, married to each other, to Cole Taylor Bank, to secure an indebtedness of \$14,000.00 and such other sums as provided therein.

The above referenced mortgage has been paid in accordance with the payoff statement, and there is no objection from the mortgagee or mortgage servicer or its successor in interest to the recording of this certificate of release. The person executing this certificate of release is an officer or duly appointed agent of a title insurance company authorized and licensed to transact the business of insuring titles to interests in real property in this State pursuant to Section 30 of the Mortgage Certificate of Release Act.

This certificate of release is made on behalf of the mortgagor or a person who acquired title from the mortgagor to all or part of the property described in the mortgage. The mortgagee or mortgage servicer provided a payoff statement. The property described in the mortgage as follows:

### Legal Description Exhibit A

Lot 1 in Block 3 in H. O. Stone and Company's Belmont Avenue Terrace, being a subdivision of the West half of the Southwest quarter of Section 19, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

3458 North Neva  
Chicago, Illinois 60634

Permanent Index Number: 13-19-309-024 (Volume number 344)

Beata Madej  
(Signature)

Beata Madej  
Stewart Title of Illinois  
2055 W. Army Trail Rd.  
Suite 110  
Addison, IL 60101  
630-889-4000

STEWART TITLE OF ILLINOIS  
2 N. LaSalle Street  
Suite 825  
Chicago, IL 60602  
312-849-4243

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ECH

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender