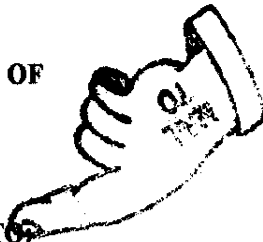


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**RELEASE / SATISFACTION OF
PROMISSORY NOTE**



Doc#: 0609734105 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/07/2006 04:26 PM Pg: 1 of 7

**WHEN RECORDED MAIL TO:
EDUVINA RIVERA
2908 N CALIFORNIA AVE.
CHICAGO, IL 60628**

**RELEASE OF
DOCUMENT #: 0603703175**

The undersigned certifies that she is the present owner of a promissory note made by EDUVINA RIVERA to FRANK MOTA bearing the date 01/27/2006 and recorded in the office of the Cook County Recorder of Deeds, in the State of Illinois in Book Page as document number 0603703175.

The above described promissory note is, with the note accompanying it, fully satisfied, paid, and discharged. The Recorder of Cook County is authorized to enter this Release/Satisfaction/Discharge of Record. To the property therein described as situated in the County of Cook, State of Illinois as follows, to wit:

**LOTS 3, 4 AND 5 IN TRACY'S SUBDIVISION OF THE WEST 156 FEET OF
BLOCK 7 IN ASSESSOR'S DIVISION OF THE NORTHWEST ¼ OF THE WEST
½ OF THE NORTHEAST ¼ OF SECTION 32, TOWNSHIP 39 NORTH, RANGE
14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY
ILLINOIS**

**Address of Properties: 3303 S. Racine, Chicago, IL 60608 (17-32-216-015-0000)
3305 S. Racine, Chicago, IL 60608 (17-32-216-015-0000)
3309 S. Racine, Chicago, IL 60608 (17-32-216-017-0000)**

**FOR THE PROTECTION OF THE OWNER THIS RELEASE SHOULD BE FILED WITH THE
COOK COUNTY RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED
WAS FILED.**

**Prepared By: Eduvina Rivera
2908 N California Ave.
Chicago, Illinois 60628**

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State of Illinois
County of Cook *Will*

The foregoing instrument was acknowledged before me on Feb 17, 2006 by

Edwina Rivera

Anastasia Lowery

Official Seal
Anastasia Lowery
Notary Public State of Illinois
My Commission Expires 07/28/2009

Property of
Cook County Clerk's Office

UNOFFICIAL COPY

Doc#: 0603703175 Fee: \$58.50
 Eugene "Gene" Moore RHSP Fee: \$10.00
 Cook County Recorder of Deeds
 Date: 02/06/2006 09:50 PM Pg: 1 of 6

Promissory Note\$ 280,000.00Dated: January 27, 2006Principal Amount \$280,000.00State of: ILLINOIS

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of Eduvina Rivera, the sum of Two Hundred Eighty Thousand Dollars (\$280,000.00), together with interest thereon at the rate of 0 % per annum on the unpaid balance. Said sum shall be paid in the manner following: Frank Mota, promises to re-pay Eduvina Rivera a sum of Two Hundred Eighty Thousand Dollars (\$280,000.00) to finalize the sale of vacant land at 3303, 3305 and 3309 South Racine Chicago IL, 60608 by February 19th 2006. PIN #'s 17-32-216-015-0000, 17-32-216-016-0000, 17-32-216-017-0000

All payments shall be first applied to interest and the balance to principal. All prepayments shall be applied in reverse order of maturity. This note may be prepaid, at any time, in whole or part, without penalty. This note shall at the option of any holder hereof be immediately due and payable upon the occurrence of any of the following:

1. Failure to make any payment due hereunder within _____ days of its due date.
2. Breach of any condition of any security interest, mortgage, pledge agreement or guaranty granted as collateral security for this note.
3. Breach of any condition of any security agreement or mortgage, if any, having a priority over any security agreement or mortgage on collateral granted, in whole or in part, as collateral security for this note.
4. Upon the death, dissolution or liquidation of any of the undersigned, or any endorser, guarantor or surety hereto.
5. Upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy or for relief under any provisions of the Bankruptcy Code; or by suffering an involuntary petition in bankruptcy or receivership not vacated within 30 days.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of 0 % of said payment or \$ 280,000.00. All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State first appearing at the head of this note. The undersigned hereby execute this note as principals and not as sureties.

UNOFFICIAL COPY

Signed in the presence of:

Witness: Sergio Garcia

Borrower: [Signature]

Witness: _____

Borrower: _____

GUARANTY

We the undersigned jointly and severally guaranty the prompt and punctual payment of all moneys due under the aforesaid note and agree to remain bound until fully paid.

In the presence of:

Witness: Sergio Garcia

Guarantor: Edwin Rivera

Witness: _____

Guarantor: _____

(Seal)

Notarized by:

Darnell Harris 2/6/09



Property of Cook County Clerk's Office

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EXHIBIT "A" LEGAL DESCRIPTION

Commonly known as: 3303 S. Racine Avenue, Chicago

The land referred to in this Commitment is described as follows: **17-32-216-015-0000**

LOT 3 IN TRACY'S SUBDIVISION OF THE WEST 156 FEET OF BLOCK 7 IN ASSESSOR'S DIVISION OF THE NORTHWEST ¼ OF THE WEST ¼ OF THE NORTHEAST ¼ OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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EXHIBIT "A" LEGAL DESCRIPTION

Commonly known as: 3305 S. Racine Avenue, Chicago

The land referred to in this Commitment is described as follows: 17-32-216-016-0000

LOT 4 IN TRACY'S SUBDIVISION OF THE WEST 156 FEET OF BLOCK 7 IN ASSESSOR'S
DIVISION OF THE NORTHWEST ¼ OF THE WEST ¼ OF THE NORTHEAST ¼ OF SECTION 32,
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK
COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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EXHIBIT "A" LEGAL DESCRIPTION

Commonly known as: 3309 S. Racine Avenue, Chicago

The land referred to in this Commitment is described as follows: 17-32-216-017-0000

LOT 5 IN TRACY'S SUBDIVISION OF THE WEST 156 FEET OF BLOCK 7 IN ASSESSOR'S
DIVISION OF THE NORTHWEST ¼ OF THE WEST ¼ OF THE NORTHEAST ¼ OF SECTION 32,
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK
COUNTY, ILLINOIS.

Property of Cook County Clerk's Office