

# UNOFFICIAL COPY



Doc#: 0628948054 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 10/16/2006 12:29 PM Pg: 1 of 3

CITIMORTGAGE, INC  
P.O. BOX 790182  
ST. LOUIS, MO 63179 0182  
REFERENCE #22144445066487  
PREPARED BY: BENAZIR SIDDIQ

WHEN RECORDED, RETURN TO:  
CLARENCE H HAUT  
108 AUDREY LANE  
MOUNT PROSPECT IL 600562804

## RELEASE OF MORTGAGE BY CORPORATION:

KNOW ALL MEN BY THESE PRESENTS, THAT CITIMORTGAGE INC., F/K/A CITICORP MORTGAGE, INC., ATTORNEY IN FACT FOR CITIBANK FEDERAL SAVINGS BANK, A CORPORATION ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF DELAWARE HAVING ITS PRINCIPAL OFFICE AT 1000 TECHNOLOGY DRIVE, O'FALLON, MISSOURI 63368-2240 FOR AND IN CONSIDERATION, OF ONE DOLLAR AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY CONFESSED, DOES HEREBY REMISE, CONVEY, RELEASE AND QUIT-CLAIM UNTO FIRST COLONIAL TRUST COMPANY F/K/A AVENUE BANK & TRUST COMPANY OF OAK PARK AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 15, 1990 AND KNOWN AS TRUST NUMBER 5590 OF THE COUNTY OF COOK, STATE OF ILLINOIS, ALL RIGHTS TITLE, INTEREST, CLAIM OR DEMAND WHATSOEVER IT MAY HAVE ACQUIRED IN THROUGH OR BY A CERTAIN MORTGAGE DEED BEARING THE DATE OF 7/22/1992, RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY IN THE STATE OF ILLINOIS IN THE BOOK NO. N/A OF RECORDS ON PAGE N/A AS DOCUMENT NO. 92578244 TO THE PREMISES THEREIN DESCRIBED, SITUATE IN THE COUNTY OF COOK AND THE STATE OF ILLINOIS AS FOLLOWS, TO-WIT:

SEE ATTACHED

TAX IDENTIFICATION #08-10-203-008 COMMONLY KNOWN AS:  
108 AUDREY LANE  
MOUNT PROSPECT IL 60056

# UNOFFICIAL COPY

22144445066487

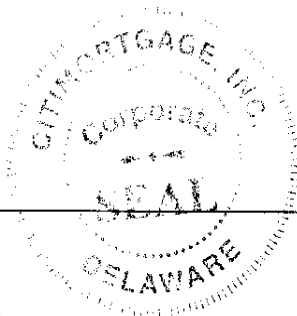
THIS RELEASE IS MADE, EXECUTED AND DELIVERED PURSUANT TO AUTHORITY GIVEN BY THE BOARD OF DIRECTORS OF SAID CORPORATION.

IN TESTIMONY WHEREOF, THE SAID CITIMORTGAGE INC., F/K/A CITICORP MORTGAGE, INC., ATTORNEY IN FACT FOR CITIBANK FEDERAL SAVINGS BANK, HATH HEREUNTO CAUSED ITS CORPORATE SEAL TO BE AFFIXED AND THESE PRESENTS TO BE SIGNED BY ITS VICE PRESIDENT, ON 10/19/2005.

CITIMORTGAGE INC., F/K/A CITICORP MORTGAGE, INC., ATTORNEY IN FACT FOR CITIBANK FEDERAL SAVINGS BANK

BY:

*Penny Taylor*  
PENNY TAYLOR  
VICE PRESIDENT

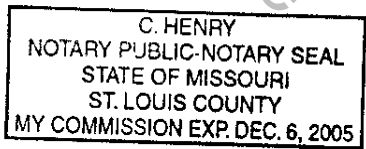


STATE OF MISSOURI     )  
                                  )ss  
COUNTY OF ST. CHARLES    )

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID DO CERTIFY THAT PENNY TAYLOR PERSONALLY KNOWN TO ME TO BE THE VICE PRESIDENT OF CITIMORTGAGE INC., F/K/A CITICORP MORTGAGE, INC., ATTORNEY IN FACT FOR CITIBANK FEDERAL SAVINGS BANK WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT AS SUCH VICE PRESIDENT HAS SIGNED AND DELIVERED THE SAID INSTRUMENT OF WRITING AS SAID CORPORATION, AND CAUSED THE SEAL OF SAID CORPORATION TO BE AFFIXED THERETO PURSUANT TO AUTHORITY GIVEN BY THE BOARD OF DIRECTORS OF SAID CORPORATION AS HIS/HER FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL ON 10/19/2005.

*C. Henry*  
\_\_\_\_\_  
NOTARY PUBLIC



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

**UNOFFICIAL COPY**

This Trust Agreement, dated this 15th day of May

19 90 and known as Trust Number 5590 is to certify that AVENUE BANK & TRUST COMPANY OF OAK PARK, a state banking corporation of Oak Park, Illinois, as trustee hereunder, is about to take title to the following described real estate in Cook County, Illinois, to-wit:

LOT SIXTEEN (16) IN HATLEN HEIGHTS UNIT NO. 3, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 11, 1956, AS DOCUMENT NUMBER 1682004.

COMMONLY KNOWN AS: 108 AUDREY LANE, MT. PROSPECT, IL 60056-2804.

PERMANENT TAX INDEX #: 08-10-203-008

Delivered to the trustee by their joint hands and during the life of the survivors.

and that when it has taken the title hereto, or to any other real estate deeded to it as trustee hereunder, it will hold it for the uses and purposes and upon the trusts herein set forth. The following named persons shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interests herein set forth, to-wit:

SEE ATTACHED

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to any interest under this trust:

(A) That the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said property and to manage and control said property as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said premises, and that such right in the avails of said property shall be deemed to be personal property, and may be assigned and transferred as such; that in case of the death of any beneficiary hereunder during the existence of this trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law; and that no beneficiary now has, and that no beneficiary hereunder at any time shall have any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds, as aforesaid. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the trustee hereunder. No assignment of any beneficial interest hereunder shall be binding on the trustee until the original or duplicate of the assignment is lodged with the trustee; and every assignment of any beneficial interest hereunder, the original or duplicate of which shall not have been lodged with the trustee, shall be void as to all subsequent assignees or purchasers without notice.

(B) Nothing contained in this agreement shall be construed as imposing any obligation on the trustee to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries from time to time will individually make all such reports, and pay any and all taxes required with respect to the earnings, avails and proceeds of said real estate, or growing out of their life, under this trust agreement.

(C) In case said trustee shall make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case said trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law or otherwise, the beneficiaries hereunder do hereby jointly and severally agree that they will on demand pay to the said trustee, with interest thereon at the then highest legal rate permitted by law, all such disbursements or advances or payments made by said trustee, together with its expenses, including reasonable attorney's fees, and that the said trustee shall not be called upon to convey or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by said trustee shall have been fully paid, together with interest thereon as aforesaid. However, nothing herein contained shall be construed as requiring the trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder unless it shall be furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto. In case of non-payment of any of said disbursements, advances, or other payments, or upon non-payment of any fees, charges and compensation of the trustee referred to in paragraph (J) hereof, the trustee shall have a first lien therefor on the property held in trust herein, and if said amount is not paid within 60 days after demand, the trustee is hereby authorized and directed, without further notice or advertisement, to sell from time to time at public or private sale and to transfer and convey sufficient of said property to pay such disbursements, advances and payments and such fees, charges and compensation, and after deducting all expenses in connection with such sale, including reasonable compensation for itself and its attorneys, to pay the balance thereof to the beneficiary or beneficiaries hereunder in proportion to their respective interests hereunder.

(D) It shall not be the duty of the purchaser of said premises or of any part thereof to see to the application of the purchase money paid therefor; nor shall any one who may deal with the trustee be required or privileged to inquire into the necessity or expediency of any act of said trustee, or of provisions of this instrument.

(E) This trust agreement shall not be placed on record in the Recorder's Office of the county in which the land is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of the trustee.

(F) It is understood and agreed by the parties hereto and by any person who may hereafter become a beneficiary hereunder, that said Avenue Bank & Trust Company of Oak Park, Oak Park, Illinois will deal with said real estate only when authorized to do so in writing, and that it will make deeds for or mortgages or trust deeds (including the waiver of the right of redemption from sale under an order or decree of foreclosure), or otherwise deal with the title to said real estate on the written direction of such person or persons as may be the beneficiary or beneficiaries at the time, or (notwithstanding any change in the beneficiary or beneficiaries hereunder) or written direction of

SEE ATTACHED

or such other person or persons as shall be from time to time named in writing by the beneficiary or beneficiaries; provided that, if any person now or hereafter expressly named as the person (or as one of the persons) having such power of written direction shall be a beneficiary hereunder and shall assign his beneficial interest herein, then no written direction of any such person given subsequent to the filing of such assignment with the trustee shall be recognized without the consent thereto of his assignee; provided, further, that the trustee shall not be obliged to inquire into the property of any such written direction; and provided, further, that the trustee shall not be required to deal with the title so long as any money is due to it hereunder, or to enter into any personal obligation or liability in dealing with said land or to make itself liable for any damages, costs, expenses, fines or penalties.