

UNOFFICIAL COPY

COOK COUNTY  
RECORDER  
IMPRINT  
CORRECTION  
08 YR. IS 1998

DEPT-01 RECORDING \$31.50  
T#0009 TRAN 4309 11/13/98 14:30:00  
#7079 RC \*-08-025714  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$28.00

08025714

SPACE FOR RECORDING USE ONLY



ARGO #12324  
FEDERATION  
#H-34155

MAIL DOCUMENTS TO:  
HERITAGE TITLE CO.  
5849 W. Lawrence Ave.  
Chicago, Illinois 60630  
File # BOX 145

RELEASE OF MORTGAGE OR TRUST DEED BY CORPORATION

KNOW ALL MEN BY THESE PRESENTS, THAT ARGO FEDERAL SAVINGS BANK, FSB. 7600 W 63RD. ST., SUMMIT, IL. 60501, IN CONSIDERATION OF ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY REMISE, RELEASE, CONVEY AND QUIT CLAIM UNTO EDWARD M. OSTROWSKI AND SHARON A. OSTROWSKI, HIS WIFE, AND HIS/HER/THEIR/ITS SUCCESSORS AND ASSIGNS, ALL OF THE RIGHT, TITLE, INTEREST CLAIM OR DEMAND WHATSOEVER WHICH THE UNDERSIGNED MAY HAVE ACQUIRED IN THROUGH OR BY THAT CERTAIN MORTGAGE or DEED OF TRUST DATED NOVEMBER 11, 1977 AND RECORDED/FILED ON NOVEMBER 18, 1977 IN THE RECORDER'S OFFICE OF COOK COUNTY, IN THE STATE ILLINOIS BOOK, PAGE AS DOCUMENT NO. 24-200-534 TOGETHER WITH ALL APPURTENANCES AND PRIVILEGES THEREUNTO BELONGING OR APPERTAINING. A LEGAL DESCRIPTION OF THE REAL ESTATE ENCUMBERED THEREBY IS AS FOLLOWS:

LOT 36 IN HICKORY BUILDERS, INC. RESUBDIVISION OF LOTS 4 AND 5 IN BETHANIA ADDITION TO JUSTICE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

KNOWN AS: 8736 WILLOW DRIVE JUSTICE, IL. 60458  
PIN: #18-26-304-012-40

WITNESS WHEREOF, ARGO FEDERAL SAVINGS BANK, FSB., HAS CAUSED THESE PRESENTS TO BE EXECUTED AND ATTESTED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS 10TH, DAY OF NOVEMBER, 1998.

ATTEST

*Laurie Snyder*  
BY: LAURIE SNYDER  
ITS: ASSISTANT SECRETARY

*Patricia Reid*  
BY: PATRICIA REID  
ITS: ASSISTANT VICE PRESIDENT

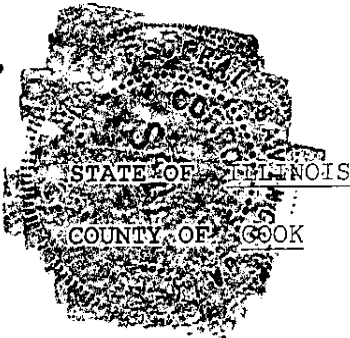
HERITAGE TITLE COMPANY

6p

8025714

8025714

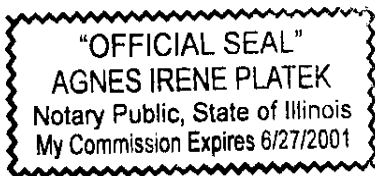
# UNOFFICIAL COPY



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, AGNES IRENE PLATEK, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT PATRICIA REID, PERSONALLY KNOWN TO ME TO BE THE ASSISTANT VICE-PRESIDENT OF ARGO FEDERAL SAVINGS BANK, FSB., AND LAURIE SNYDER, PERSONALLY KNOWN TO ME TO BE THE ASSISTANT SECRETARY OF SAID CORPORATION, WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT AS SUCH ASSISTANT VICE-PRESIDENT AND ASSISTANT SECRETARY THEY RESPECTIVELY SIGNED AND DELIVERED THE SAID INSTRUMENT OF WRITING AS ASSISTANT VICE-PRESIDENT AND ASSISTANT SECRETARY OF SAID CORPORATION TO BE AND CAUSED THE CORPORATE SEAL OF SAID CORPORATION TO BE THEREUNTO AFFIXED, AS THEIR 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 NOTERIAL SEAL THIS 10TH, DAY OF NOVEMBER, A.D., 1998.



*Agnes Irene Platek*  
NOTARY: AGNES IRENE PLATEK  
COMMISSION EXPIRATION: 6/27/2001

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

THIS INSTRUMENT WAS PREPARED BY:      AFTER RECORDING, FILING  
ARGO FEDERAL SAVINGS BANK, FSB.      OR REGISTRATION, PLEASE  
7600 W. 63RD. STREET      RETURN TO:  
SUMMIT, IL. 60501  
LAURIE SNYDER

8025714

**UNOFFICIAL COPY**  
**MORTGAGE**

24 200 534

12374

THIS INDENTURE WITNESSETH: That the undersigned \_\_\_\_\_

**EDWARD M. OSTROWSKI AND SHARON A. OSTROWSKI, his wife**

of the **VILLAGE OF SUMMIT** County of **COOK**, State of Illinois,  
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

**ARGO SAVINGS AND LOAN ASSOCIATION**

**STATE OF ILLINOIS**

a corporation organized and existing under the laws of the \_\_\_\_\_, hereinafter  
referred to as the Mortgagee, the following real estate, situated in the County of **COOK**

in the State of Illinois, to wit:

**Lot 36 in Hickory Builders, Inc. Resubdivision of Lots 4 and 5 in  
Bethania Addition to Justice, being a Subdivision of part of the West  
1/2 of the Southwest 1/4 of Section 26, Township 38 North, Range 12,  
East of the Third Principal Meridian, in Cook County, Illinois. /**

UNIT B C 10-52-07

24 200 534

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether, in, single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of \_\_\_\_\_

**FORTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100----- Dollars (\$ 47,500.00 ),** which note,

together with interest thereon as provided by said note, is payable in monthly installments of \_\_\_\_\_

**THREE HUNDRED NINETY AND 52/100-----or more-----DOLLARS (\$90.52 or more)**

**B. MORTGAGOR FURTHER COVENANTS:**

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(4) above, or for either purpose;

14 114

UNOFFICIAL COPY

Box

MORTGAGE



ARGO SAVINGS

and  
LOAN ASSOCIATION  
7600 WEST 63rd ST.  
ARGO, ILL. 60501

Loan No.

72224



MAIL

24200534

My Commission Expires August 28, 1981

DO HEREBY CERTIFY that EDWARD M. OSTROWSKI AND SHARON A. OSTROWSKI, his wife, personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the right of homestead.

I, Lenore Faulk, a Notary Public in and for said county, in the State aforesaid,

STATE OF ILLINOIS }  
COUNTY OF COOK }  
ss. 1977 NOV 18 AM 10 25  
NOV 18-77 4 00 661 0 24200534 u A Rec 10.15

*Edward M. Ostrowski* (SEAL)  
*Sharon A. Ostrowski* (SEAL)  
A. D. 19 77

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 11th day of November, A. D. 19 77

(4) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, and without notice to the Mortgagor, or any party claiming under him, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency for the amount of such deficiency, and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of per annum, which may be paid or incurred by or on behalf of the Mortgagee and deemed by the Mortgagee to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage, or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items.



# UNOFFICIAL COPY

## ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that whereas, .....

**EDWARD M. OSTROWSKI AND SHARON A. OSTROWSKI, His wife**

of the **VILLAGE** of **SUMMIT**, County of **COOK**, and

State of **ILLINOIS** in order to secure an indebtedness of .....

**FORTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100** Dollars (**\$47,500.00**)

executed a mortgage of even date herewith, mortgaging to .....

**ARGO SAVINGS AND LOAN ASSOCIATION**

the following described real estate:

**Lot 36 in Hickory Builders, Inc. Resubdivision of Lots 4 and 5 in Bethania Addition to Justice, being a subdivision of part of the West 1/2 of the Southwest 1/4 of Section 26, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.**

and, whereas, **ARGO SAVINGS AND LOAN ASSOCIATION** is the holder of

said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned .....

**EDWARD M. OSTROWSKI AND SHARON A. OSTROWSKI, his wife**

hereby assign, **S**., transfer, **S**., and set, **S**., over unto .....

**ARGO SAVINGS AND LOAN ASSOCIATION**

hereinafter referred to as the Association, and/or its successor, and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Association under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Association and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Association the agent of the undersigned for the management of said property, and do hereby authorize the Association to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said Association may do.

It is understood and agreed that the said Association shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Association, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is understood and agreed that the Association will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Association may in its own name and without any notice or demand, maintain an action of

IN TESTIMONY WHEREOF, the undersigned .....

hath caused these presents to be signed by its ..... President and its corporate seal to be here-

unto affixed and attested by its ..... Secretary this ..... day of ....., A. D.,

8025714

ATTEST

Secretary

By .....  
President

UNOFFICIAL COPY

Assignment of Rents

Box

TO

ARGO SAVINGS  
and  
LOAN ASSOCIATION  
7600 WEST 63rd ST.  
ARGO, ILL. 60501

Loan No. 12324

Property of Cook County Clerk's Office

O. K. Press

COUNTY OF

SS

I, \_\_\_\_\_, a Notary Public in and for said County, in  
the State aforesaid, DO HEREBY CERTIFY THAT  
\_\_\_\_\_  
President of \_\_\_\_\_  
and \_\_\_\_\_  
Secretary of said Corpora-  
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such  
President, and \_\_\_\_\_ Secretary, respectively, appeared before me this day in person and  
acknowledged that they signed and delivered the said Instrument as their own free and voluntary act and as the free and  
voluntary act of said Corporation, for the uses and purposes therein set forth;  
and the said \_\_\_\_\_ Secretary then and there acknowledged that \_\_\_\_\_, as custodian of the corporate seal  
of said Corporation, did affix the corporate seal of said Corporation to said Instrument as \_\_\_\_\_ own free and voluntary  
act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.  
GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_.

Notary Public: