

UNOFFICIAL COPY

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



Doc#: 0809131002 Fee: \$42.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/31/2008 09:23 AM Pg: 1 of 4

(Reserved for Recorder's Use Only)

KNOW ALL MEN BY THESE PRESENTS, that First National Bank of Illinois, a National Banking Association of the County of Cook and State of Illinois for and in consideration of the payment of the indebtedness secured by the mortgage hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, we do hereby REMISE, RELEASE, CONVEY, and QUIT CLAIM unto:

MARYLOU LINSTROM, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF MARYLOU LINSTROM TRUST DATED 2-9-99

and its heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain mortgage bearing date the 26th day of February, 2001, recorded/registered in the Recorder's/Registrar's records, on page as document No. 0010245697, to the premises therein described as follows, situated in the County of Cook, State of Illinois, to wit:

SEE ATTACHED

together with all the appurtenances and privileges thereunto belonging or appertaining

Permanent Real Estate Index Number(es): 30-31-120-019-0000

Address(es) of premises: 2645 Indiana Ave., Lansing, IL 60438

witness our hand(s) and seal(s), this 4th day of February, 2008

FIRST NATIONAL BANK OF ILLINOIS

By: [Signature] (SEAL)
Gerry Kottke, Assistant Vice President

Attest: [Signature] (SEAL)
Alan Zabrecky, Assistant Vice President

This instrument prepared by First National Bank of Illinois, 3256 Ridge Rd., Lansing, IL 60438
(NAME AND ADDRESS)

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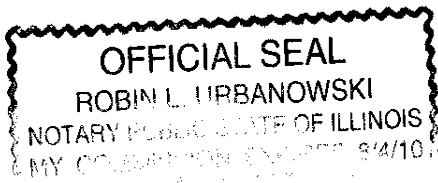
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Gerry Kottka, personally known to me to be the Assistant Vice President of the FIRST NATIONAL BANK OF ILLINOIS, a National Banking Association, and Alan Zabrecky, personally known to me to be the Assistant Vice President of said association, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such Assistant Vice President and Assistant Vice President they signed and delivered the said instrument and caused the corporate seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association, as their free and voluntary act of said association, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 4th day of February, 2008

Robin L. Urbanowski

Notary Public



Commission Expires 8-4-10

Release Deed

TO

Marylou Linstrom, not personally but as Trustee on behalf of Marylou Linstrom Trust dated 2-9-99

ADDRESS OF PROPERTY:

2645 Indiana Ave
Lansing, I 60438

MAIL TO :

Marylou A Linstrom
2645 Indiana Ave.
Lansing, IL 60438

UNOFFICIAL COPY**RECORDATION REQUESTED BY:**

**FIRST NATIONAL BANK OF
ILLINOIS**

**MAIN BRANCH
3256 RIDGE ROAD
LANSING, IL 60438**

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**WHEN RECORDED MAIL TO:**

**FIRST NATIONAL BANK OF
ILLINOIS**

**MAIN BRANCH
3256 RIDGE ROAD
LANSING, IL 60438**

SEND TAX NOTICES TO:

**FIRST NATIONAL BANK OF
ILLINOIS**

**MAIN BRANCH
3256 RIDGE ROAD
LANSING, IL 60438**

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$50,000.00.

THIS MORTGAGE dated February 26, 2001, is made and executed between MARYLOU LINSTROM, not personally but as Trustee on behalf of MARYLOU LINSTROM TRUST DATED 2/3/99. (referred to below as "Grantor") and FIRST NATIONAL BANK OF ILLINOIS, whose address is 3256 RIDGE ROAD, LANSING, IL 60438 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together 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:

LOT 4 IN VAN KLEY'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS: BEGINNING ON THE EAST AND SOUTH LINE OF THE WEST 20 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 AFORESAID; THENCE EAST ON THE SOUTH LINE OF THE SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE WEST LINE OF HERR'S SUBDIVISION; THENCE NORTH ON THE WEST LINE OF HERR'S SUBDIVISION TO THE SOUTH LINE OF INDIANA AVE.; THENCE IN A NORTHWESTERLY DIRECTION ALONG SOUTH LINE OF INDIANA AVE. TO THE EAST LINE OF THE WEST 20 ACRES OF SAID EAST 1/2 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG THE EAST LINE

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OF SAID WEST 20 ACRES TOTHE POINT OF BEGINNING, (EXCEPT THE SUTH 33 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2645 INDIANA AVE., LANSING, IL 60438. The Real Property tax identification number is 30-31-120-019-0000.

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 Borrower under the Credit Agreement, but also any future amounts which Lender may advance to Borrower 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 Borrower so long as Borrower 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 MORTGAGE. 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 ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession 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