

After Recording Return To:

UNOFFICIAL COPY

08137931

77670171 04 001 Page 1 of 3
1998-12-15 11:18:25
Cook County Recorder 47.00



Sarah Nadelhoffer
135 S. LaSalle #3959
Chicago IL 60603

98108140 CNA CT
937778248
butler/FI/policy.

DISCHARGE OF MORTGAGE

Know all men by these presents, That the undersigned acting by and through its duly authorized officers, being present owner of the mortgage indebtedness secured by the Mortgagee hereafter described, for valuable consideration hereby releases, discharges and satisfies and certain Mortgage given on 01/05/94 by Wanda Ciciora and Ted W. Ciciora, wife and husband of the first part, to First Security Mortgage of the second part, for \$95750 and recorded as 94054005, in the office of the register of Deeds of Cook County, Illinois said real property described as follows, to-wit: land 97837137

Lot 40 in Sun Crest Manor, being a subdivision in the southeast 1/4 of the southwest 1/4 of section 27, township 38 north, range 13, east of the third principal meridian in Cook County, Illinois.

Permanent Index Number: 19273170570000

IN WITNESS WHEREOF, I have herewith subscribed my name, this March 18, 1996.

Capstead Inc., as Owner

By Robert Meachum

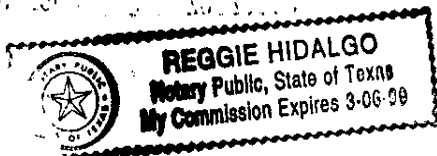
Corporate Seal

P.O. Box 890029
Dallas, Texas 75389

BOX 333-CT1

State of TEXAS,
County of Dallas

BE IT REMEMBERED, on this March 18, 1996 before me, the subscriber, a Notary Public in and for said county, personally appeared Robert Meachum to me personally known, who being by me duly sworn, did say that he is the Vice President of the corporation and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and Robert Meachum acknowledged said instrument to be the free act and deed of said corporation.



Reggie Hidalgo
Notary Public, Dallas County, Texas

Capstead Number 0650740202
FHLMC Number 0746864213

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STATE OF ILLINOIS
JANUARY 1998

JANUARY 1998

Property of Cook County Clerk's Office

1998 JAN 19 10 30 AM

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UNOFFICIAL COPY 46864213

NOTE

Loan No. 930053379

January 5th, 1994
[Date]

CHICAGO
[City]

ILLINOIS
[State]

7852 S. KOSTNER, CHICAGO, ILLINOIS 60652
[Property Address]

08137931

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 95,750.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is FIRST SECURITY MORTGAGE

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on March 1st, 1994. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on February 1st, 2014, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 1010 JORIE BOULEVARD, OAK BROOK, ILLINOIS 60521 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 771.36

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

BY: SIGNATURE/TITLE

January 5th, 1994
WITHOUT RECOURSE ON THIS DAY OF
BLOOMFIELD HILLS, MICHIGAN 48302
2600 TELEGRAPH ROAD
ITS SUCCESSORS AND/OR ASSIGNS
FIRST SECURITY SAVINGS BANK, FSB,
PAY TO THE ORDER OF

BY: *John P. M...
JOHN P. MARBECI, VICE PRESIDENT*
BY: *John P. M...
JOHN P. MARBECI, SENIOR VICE PRESIDENT*
FIRST SECURITY SAVINGS BANK, FSB

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.
WANDA T. CICIORA
WIFE AND MRS. W. CICIORA
TED W. CICIORA, WIFE AND HUSBAND
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.
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Property of Kookoo

7. GIVING OF NOTICES
Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.
Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.
8. OBLIGATIONS OF PERSONS UNDER THIS NOTE
If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.
9. WAIVERS
I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.
10. UNIFORM SECURED NOTE
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

UNOFFICIAL COPY

STREET ADDRESS: 7852 S KOSYNER

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 19-27-317-057-0000

LEGAL DESCRIPTION:

LOT 40 IN SUN CREST MANOR, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

08137931

Property of Cook County Clerk's Office