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#### TRUST DEED RELEASE

ACCT: 6045864063

Document prepared by: LANAEYA WOODARD FIRST HORIZON HOME LOAN CORPORATION P.O. Box 132 Memphis, TN 38101

WHEN RECORDED MAIL TO:

KACEY E LAZZAROTTO 3228 CLARENCE AVF BERWYN II. 60402

County: COOK State: ILLINOIS



Doc#: 0815049042 Fee: \$40.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 05/29/2008 02:21 PM Pg: 1 of 3

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TRUST DEED RELEASE
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### **Trust Deed Release**

Account Number: 6045864063

KNOW ALL MEN BY THESE PRESENTS that by the hereinafter described trust deed for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and whereas the note described in and secured by said trust deed has been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; therefore <a href="FIRST HORIZON HOME LOAN">FIRST HORIZON HOME LOAN</a> CORPORATION as the legal owner and holder of the note described in and secured by said trust deed does hereby release and discharge the lien thereof.

Mortgagor/Borrower: KACEY E. LAZZAROTTO AND MATTHEW J. LAZZAROTTO
Mortgagee/Beneticiary: <u>FIRST HORIZON HOME LOAN CORPORATION</u>
Dated: 11/13/03 Date Recorded: 12/29/03 County: COOK State: ILLINOIS
Book/Liber: Page Instrument #: Doc #: 0336302069 P. I. N. #: 16-31-217-022
Property Address: 3228 CLARENCE AVENUE, BERWYN, IL 60402
Legal Description: SEE ATTACHED LECAL DESCRIPTION
IN WITNESS WHEREOF, the said <u>FIRST HOR ZON HOME LOAN CORPORATION</u> has caused its corporate name to signed hereto by and through its proper representative duly authorized so to do, this the <u>25</u> day of <u>MARCH</u> , <u>2008</u> .

FIRST HORIZON HOME LOAN CORPORATION

By: LANAEYA WOODARD Loan Operations Officer

STATE OF TENNESSEE COUNTY OF SHELBY

On the <u>25</u> day of <u>MARCH</u>, <u>2008</u>, before me appeared <u>LANAEYA WOODARD</u>, personally known to me to be the Loan Operations Officer of <u>FIRST HORIZON HOME LOAN CORPORATION</u>, the corporation described in and which executed the foregoing instrument; that he/she being authorized to do so executed the foregoing instrument with the purpose therein contained by signing the name of the corporation by herself/himself as officer.

In witness whereof I hereunto set my hand and official seal.

MATHEWS Motary Public

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to Lender the following described property located in the County of Cook

LOT 35 AND THE NORTH 1/2 OF LOT 34 IN BLOCK 3 IN BALDWIN'S SUBDIVISION OF BLOCKS 3, 14, 19, 30, 31 AND 33 AND THOSE PARTS OF 32ND AND 35TH STREETS LYING BETWEEN BALDWIN AND HIAWATHA AVENUES IN LAVERGNE, BEING A SUBDIVISION OF ALL THE NORTHWEST 1/4 AND THAT PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 LYING NORTH OGDEN AVENUE OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, TITITNOIS.

Parcel ID #: County: City:

which has the address of 3228 CLARENCE AVENUE

[City], Illinois

60402

[ZIP Code] ("Property Address");

[Street]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Intere t. Borrower shall promptly pay when due the principal and interest indebtedness

evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interecture payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Manage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such to der is an institutional lender.

If Borrower make Funds to Lender the Funds shall be held in an institution the derosits or accounts of which are insured or

payments to the holder of a prior mortgage or deed of trust it such notiner is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such in institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not the ge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless the pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender 1 ay agree in writing at the time of execution of this applicable law permits Lender to make such a charge. Borrower, and unless such agreement is made or applicable law requires such mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or comings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debt of the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sum is secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installance to of Funds navable prior to the due

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount no nired to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's chief by Lender shall not be Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower aball pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Linon payment in full of all sums secured by this Mortgage. Lender shall promptly refund to Borrower any Eurode held by

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrow'r any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and covenants to make payments which may attain a priority over this Mortgage, and leasehold payments or ground rents, if

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in

such amounts and for such periods as Lender may require.

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76(IL) (0204)

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