# UNOFFICIAL COPYMENT

**NOTICE OF RECONVEYANCE** 

Doc#: 0822046049 Fee: \$80.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/07/2008 04:17 PM Pg: 1 of 7

Contract # 648257629
Payee: John, d.b.a.
Loan Resolution Specialist,
ABN AMRO MORTGAGE GROUP, INC.
4242 N. HARLEM AVE.
NORRIDGE, ILLINOIS 60706

Payors: AMY S BRAVATA and PROCTOR H ROBISON c/o 2143 W LYNDALE AVE 2W, CHICAGO, ILLINOIS 60647

We, Arry S Bravata and Proctor H Robison, herein "Settlors," state the facts contained herein are true, correct, complete, and not misleading, to the best of our personal knowledge. We are Creditors for the legal fictions AMY S BRAVATA and PROCTOR H ROBISON, organization #374-96-5869 and organization #395-78-6108, and have PREPAID EXEMPT status as evidenced by UCC-1 Financing Statements # as the testimony of the Secretary of State Illinois.

On May 02, 2005, Settlors, signed for their legal fictions AMY S BRAVATA and PROCTOR H ROBISON, on a Deed of Trust recorded at Docket #0513805033, of COOK COUNTY, AMY S BRAVATA and PROCTOR H ROBISON, herein "BORROWERS," were named as Trustors to a trust presented by Stewart Title of Illinois that was named as Trustee, hereinafter "TRUSTEE." The BORROWERS as Trustors entrusted the Deed of Trust as a title to be held by the TRUSTEE until the loan #648257629 was paid to ABN AMRO MORTGAGE GROUP, INC as the Beneficiary.

The Deed stated that the BORROWERS as Trustors granted a list of measurements of a fictitious location, entitled legal description to the Beneficiary, which became the property of the Beneficiary as the Grantee.

The Settlors signed a Promissory Note for the BORROWERS evidencing consideration, and delivered it to the TRUSTEE who accepted the Note as payment for the loan based upon Settlors prepaid exempt status, thereby discharging the debt the BORROWERS, as Trustors, had with the Beneficiary.

The TRUSTEE inadvertently failed to register the Promissory Note and the refore the Cook County Recorder as Public Fiduciary will register and deliver this security to Beneficiary's agent as evidence that the loan has been discharged for the public record and that the trust has been executed and hereby terminated.

The Beneficiary has ten (10) days to record a FULL RECONVEYANCE to original TRUSTOR.

In the event a FULL RECONVEYANCE is not recorded in ten (10) days, beneficiary consents that Settlors record the Reconveyance in Beneficiary's behalf.

Amy S Brayata, Settlor

Proctor H Robison, Settlor

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llinois ) ) ss ACKNOWLEDGEMENT Cook County )

I, Fred Lewis a Notary Public in and for said county and state, do hereby certify that Amy S Bravata and Proctor H Robison

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this

day of

2008

My Commission Expires

Amy S Bravata, **Proctor H Robison** c/o 2143 W Lyndale Ave 2W Chicago, Illinois 60647 Settlors

COOK COUNTY CLOTH'S OFFICE ABN AMRO MORTGAGE GROUP, INC. ATTN: PAYOFF DEPARTMENT 4242 N. HARLEM AVE. **NORRIDGE, ILLINOIS 60706** 

**RE:** Contract # 648257629

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# INFINATERES ADJUSTABLE RATE NOTE

(1-Year LIBOR index - Rate Caps) (Assumable after Initial Period)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

MAY 2, 2005 [Date]

CHICAGO, [City]

ILLINOIS [State]

LOAN #: 648257629

2143 W LYNDALE AVE 2W, CHICAGO, IL 60647 [Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a can that I have received, I promise to pay U.S. \$535,900.00 (this amount is called "Principal"), plur interest, to the order of the Lender. The Lender is ABN AMRO MORTGAGE GROUP, INC., A DELAWARE CORPORATION.

I will make all payments up usy this Note in the form of cash, check or money order.

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 5.000%. The interest are I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Sect on 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

#### 3. PAYMENTS

### (A) Time and Place of Payments

I will make a payment every month on the 1ST duy of the month beginning on JUNE 1, 2005.

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. Each monthly payment will be applied as of its scheduled due date and if the payment consists of both principal and interest it will be applied to interest before Principal. If, on MAY 1, 2035,

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

4242 N. HARLEM AVE.

NORRIDGE, IL 60706

ATTN: CASHIERING

or at a different place if required by the Note Holder.

## (B) Amount of My Initial Monthly Payments

Before the first fully amortizing principal and interest payment due date stated in subsection (C) below (the "First P&I Payment Due Date"), my monthly payments will be only for the interest due on the uppaid principal of this Note. Each of my initial monthly payments will be in the amount of U.S. \$2,232.92. This amount may change in accordance with subsection (C) below.

### (C) Monthly Payment Changes

The First P&I Payment Due Date is JUNE 1, 2010.

Prior to the First P&I Payment Due Date, my monthly payment may change to reflect change. In the interest rate I must pay in accordance with Section 4 of this Note or to reflect changes in the unpaid principal of my loan in accordance with Section 5 of this Note. Notwithstanding the provisions of Section 4(C) of this Note to the contrary, prior to the First P&I Payment Due Date the Note Holder will not include in the monthly payment any amount to repay the unpaid principal. Before the effective date of any change in my monthly payment, the Note Holder will deliver or mail to me a notice of the change in accordance with Section 8 of this Note. The notice will include the title and telephone number of a person who will answer any question I may have regarding the notice.

Beginning with the First P&I Payment Due Date, my monthly payment will change to an amount sufficient to repay the principal and interest at the rate described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Sections 4 and 5 of this Note.

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

### (A) Change Dates

The interest rate I will pay may change on the 1ST day of MAY, 2010 and may change on that day every 12th month thereafter. Each date on which my interest rate could change is called an "Interest Change Date."

Initials: (IB DM)

MULTISTATE INITIAL INTEREST ADJUSTABLE RATE NOTE-1-Year LIBOR Index (Assumable after Initial Period)--Single Family--Freddie Mac UNIFORM INSTRUMENT Form 5537 5/04 (rev. 1/05)

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(B) The Index

LOAN #: 648257629 Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market, as published in The Wall Street Journal. The most recent Index

figure available as of the date 45 days before each Interest Change Date is called the "Current Index." If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable

information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding TWO AND percentage point(s) ( 2.250% ) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Interest Change

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Interest Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Interest Change Date will not be greater than 10.000% Thereafter, my interest rate will never be increased or decreased on any single Interest Change less than 2.250% Date by more than 2000 percentage point(s) ( 2.000% of interest I have been paying for the preceding 12 months. My interest rate will never be greater than ) from the rate 10.000%.

(E) Effective Date of Changes

My new interest rate will become effective on each Interest Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Interest Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the

## **BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at 2.14 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 not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

Í may make a full Prepayment or partial Prepayments w'in out paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I ow under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayr is it, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to the changes.

If I make a partial Prepayment during the period ending with the due date of my last interest only monthly payment, the partial Prepayment will reduce the amount of my monthly payment. f I make a partial Prepayment after the last interest only monthly payment, my partial Prepayment may reduce the amount of my monthly payments beginning with the monthly payment due after the Interest Change Date following the partial Proposition 1. After the first Interest Change Date, any reduction due to my partial Prepayment may be offset by an interest rate increase.

### **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 permits a limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) 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.

## 7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be calendar of my overdue payment of interest during the period when my payment is interest only, and of principal and interest after that. 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 mailed to me or delivered by other means.

Initials: (1) MULTISTATE INITIAL INTEREST ADJUSTABLE RATE NOTE-1-Year LIBOR Index (Assumable after Initial Period)--Single Family Freddie Mac UNIFORM INSTRUMENT Form 5537 5/04 (rev. 1/05)

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(D) No Waiver By Note Holder OFFICIAL COPY

LOAN #: 648257629

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.

### 8. 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 delivering it or 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.

# 9. 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 fights under this Note against each person individually or against all of us together. This means that any one of us may per required to pay all of the amounts owed under this Note.

#### 10. 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 equire the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Folder to give notice to other persons that amounts due have not been paid.

### 11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limit a variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, prect 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 clescribes 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:

(A) UNTIL MY INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT IS DESCRIBED AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Eor cover. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrowe at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property 15.36 d or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all surns secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.

(B) AFTER MY INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION 11(A) ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL INSTEAD BE DESCRIBED AS FOLLOWS:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

Initials: aB VA

MULTISTATE INITIAL INTEREST ADJUSTABLE RATE NOTE-1-Year LIBOR Index (Assumable after Initial Period).-Single Family-Freddie Mac UNIFORM INSTRUMENT Form 5537 5/04 (rev. 1/05)

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to LOAN #: 648257629 Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 given in accordance with Section 15 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

PROCTOR H ROPATO

(Seal)

(Seal)

200 COOK CC

Robinson Settlor 395786108 PREPAID

Bfavata Settlor 374965869 PREPAID

Clort's Offic

[Sign Original Only]

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File Number: TM175657

Parcel 1: Unit 2W and PU-1 together with its undivided percentage interest in the common elements in Lyndale Condominium, as delineated and defined in the Declaration recorded as document number 0511703070 in the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: The exclusive right to the use of Decks and Open Porches, a Limited Common Elements as delineated on a survey to condominium recorded as document number 0511703070.

Commonly known as:

2143 West Lyndale

Ct. Chicas.

Chicas.

Columnia Clerk's Office.