

UNOFFICIAL COPY

09135514

9440/0011 28 001 Page 1 of 3
1999-12-06 10:40:53
Cook County Recorder 47.50



(Space above this line for recording purposes)
RELEASE OF MORTGAGE

This is to certify that, for value received, the instrument identified as: MORTGAGE granted by CYNTHIA P. MANOS(the "Mortgagor") to Bank One, Indiana, NA, successor in interest to NBD Bank, NA (the "Bank") dated AUG. 26, 1996 and recorded on AUG. 27, 1996, in DOC. # 96-655874, in the Office of the Recorder of COOK County, ~~ILLINOIS~~ as it may have been amended, partially released, or otherwise modified from time to time (collectively, the "Mortgage"); is hereby fully released and satisfied. Legal Description; See Attached Exhibit A

IN WITNESS WHEREOF the Mortgagee, by its duly authorized officer, has executed the Release of Mortgage this 20th day of October, 1999.

BANK ONE, INDIANA, NA
Successor in interest to NBD Bank, NA

By: [Signature]

Scott C. Casbon

(Printed Name and Title)

STATE OF INDIANA,
COUNTY OF Lake ss:

Before me, a Notary Public in and for said County and State, personally appeared Scott C. Casbon, an authorized officer of BANK ONE, INDIANA, NA, successor in interest to NBD Bank, NA (the "Mortgagee"), who acknowledged the execution of the foregoing Release of Mortgage for and on behalf of the Mortgagee.

WITNESS my hand and Notarial Seal this 20th day of October, 1999.

[Signature]

Miriam Banker, Notary Public
(Printed Name)

My Commission Expires: August 18, 2000

Resident of Porter County, Indiana

This instrument Prepared By: [Signature]
AMANDA RAWLINS

After Recording, Return To:

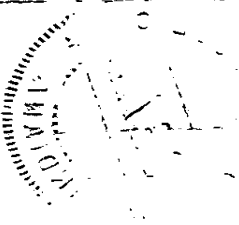
Bank One Commercial Loan Services
P.O. Box 37263
Louisville, KY 40232



5-10
3
m YKA

UNOFFICIAL COPY

Property of Cook County Clerk's Office



MORTGAGE Assignment of Rents And Security Agreement

THIS MORTGAGE (herein "Instrument") is made this 26th day of August, 1996, between CYNTHIA MANOS, the Mortgagor, whose address is 1960 Lincoln Park West Unit 200, Chicago, IL (Herein "Borrower"), and the Mortgagee, NBD BANK, N.A., whose address is 8585 Broadway, Merrillville, IN 46410, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Three Hundred Eleven Thousand One Hundred Twenty Dollars (\$311,120.00), which indebtedness is evidenced by a note of even date herewith (herein "Note"), executed by Borrower.

TO SECURE TO LENDER (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; (b) the repayment of any future advances, with interest thereon, made by Lender to Borrower; (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Instrument; (d) the performance of the covenants and agreements of Borrower herein contained; and (e) all other liabilities of the Borrower in favor of the Lender, direct or indirect, absolute or contingent, primary or secondary, matured or unmatured, whether or not related to or of the same class as any specific debt secured hereby, now existing or hereafter arising; Borrower does hereby mortgage, warrant, grant, convey and assign to Lender, its successors and assigns, the following described property in Cook County, State of Illinois, to wit:

Commercial unit "A" in Lincoln Park Tower Condominium, as delineated on survey to Lots 6 to 9, both inclusive, 48 to 52, both inclusive, in Hiram Jefferson's Subdivision of Block 38 in Canal Trustees' Subdivision in Section 33 Township 40 North, Range 14, East of the Third Principal Meridian, and Lots 1 to 5, both inclusive, in said Hiram Jefferson's Subdivision of Block 38 and certain parts of vacated public alley and private alley (hereinafter, referred to as parcel); which survey is attached as Exhibit "A" to declaration of condominium as Document 23932182, together with its undivided percentage in the common elements, in Cook County, Illinois,

together with all buildings, improvements and tenements now or hereafter erected on the property, and all easements, rights, right-of-ways, driveways, pavement, curb, and street front privileges, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants; all of which, including improvements, replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Instrument, whether actually physically annexed to said property or not; and all of the foregoing, together with said property are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements, covenants, conditions and restrictions of record listed in schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Covenants. Borrower hereby covenants and agrees as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and charges thereon (if applicable) and late charges provided in the Note and all other sums secured by this Instrument.

2. BORROWER BREACH; RIGHT OF LENDER. Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lender may pay, in any amount and in any order as Lender shall determine in Lender's sole discretion, any rents, taxes, assessments, insurance premiums, judgment liens, tax liens, mechanic's liens and other impositions which are now or will hereafter become due, which shall then become immediately due and owing by the Borrower to the Lender.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender from Borrower under the Note or this Instrument shall be applied by Lender in the following order of priority: (i) amounts payable to Lender by Borrower under Paragraph 2 hereof; (ii) interest payable on the Note; (iii) principal of the Note; (iv) interest payable on advances made pursuant to Paragraph 8 hereof; (v) principal of advances made pursuant to Paragraph 8 hereof; (vi) interest payable on any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the amounts of interest payable on the Future Advances in such order as Lender, in Lender's sole discretion, may determine; (vii) principal of any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments

CT & TC

BOX 333-CTI

75-52-003 D1 (V.V.) 293

P. CPM

96655874

EXHIBIT A

Commercial unit "A" in Lincoln Park Tower Condominium, as delineated on survey to Lots 6 to 9, both inclusive, 48 to 52, both inclusive, in Hiram Jefferson's Subdivision of Block 38 in Canal Trustees' Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, and Lots 1 to 5, both inclusive, in said Hiram Jefferson's Subdivision of Block 38 and certain parts of vacated public ailey and private alley (hereinafter referred to as parcel); which survey is attached as Exhibit "A" to declaration of condominium as Document 23932182, together with its undivided percentage in the common elements, in Cook County, Illinois,

Property of Cook County Clerk's Office

MANOS
96-655874