

UNOFFICIAL COPY

Recording Requested By:
CHARTER ONE BANK, N.A.

When Recorded Return To:

CHARTER ONE BANK, N.A.
CONSUMER FINANCE OPERATIONS
ONE CITIZENS DRIVE (RJW215)
RIVERSIDE, RI 02915



Doc#: 1019047036 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/09/2010 08:58 AM Pg: 1 of 3



RELEASE OF MORTGAGE

CHARTER ONE BANK, N.A. #:4517007846 "PETERSON" Cook, Illinois

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

KNOW ALL MEN BY THESE PRESENTS that FBC Citizens, N.A., f/k/a Citizens Bank, N.A., s/b/m to CHARTER ONE BANK, N.A., AS SUCCESSOR IN INTEREST TO FIRST NATIONAL BANK holder of a certain mortgage, made and executed by RONALD E. PETERSON AND DOROTHY R. PETERSON, GREATBANC TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK FKA FIRST NATIONAL BANK IN CHICAGO HEIGHTS, originally to FIRST NATIONAL BANK, in the County of Cook, and the State of Illinois, Dated: 12/27/1992 Recorded: 01/29/1993 in Book/Reel/Liber: N/A Page/Folio: N/A as Instrument No.: 93076730, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby cancel and discharge said mortgage.

Legal: See Exhibit "A" Attached Hereto And By This Reference Made A Part Hereof

Assessor's/Tax ID No. 31-01-224-011-1025

Property Address: 18400 CHERRY CREEK DRIVE, HOMEWOOD, IL 60430

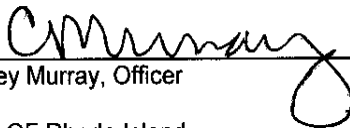
IN WITNESS WHEREOF, the undersigned, by the officer duly authorized, has duly executed the foregoing instrument.

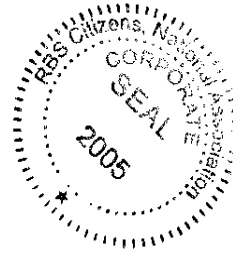
S yes
R 3
S 1
M No
SC yes
E yes
INT ok

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RELEASE OF MORTGAGE Page 2 of 2

RBS Citizens, N.A., f/k/a Citizens Bank, N.A., s/b/m to CHARTER ONE BANK, N.A., AS SUCCESSOR IN INTEREST TO FIRST NATIONAL BANK
On June 11th, 2010

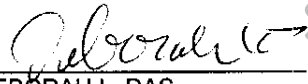
By: 
Courtney Murray, Officer

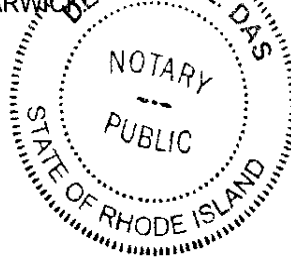


STATE OF Rhode Island
COUNTY OF KENT

On June 11th, 2010 before me, DEBORAH L. DAS, a Notary Public in and for the city/town of WARWICK in the State of Rhode Island, personally appeared Courtney Murray, Officer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the city/town of WARWICK.

WITNESS my hand and official seal,


DEBORAH L. DAS
Notary Expires: 05/31/2013



(This area for notarial seal)

Prepared By: John Babalato, CHARTER ONE BANK N.A., 1 CITIZENS DRIVE, RJW 215, RIVERSIDE, RI 02915 (888) 708-3411

Notary of Cook County Clerk's Office

UNOFFICIAL COPY**RECORDATION REQUESTED BY:**

FIRST NATIONAL BANK
100 FIRST NATIONAL PLAZA
CHICAGO HEIGHTS, IL 60411

3 0 7 6 7 3 0

93076730**WHEN RECORDED MAIL TO:**

FIRST NATIONAL BANK
100 FIRST NATIONAL PLAZA
CHICAGO HEIGHTS, IL 60411

93076730

DEPT-01 RECORDINGS \$33.50
T#0000 TRAN 0058 01/29/93 11:27:00
#2654 # *—93—076730
COOK COUNTY RECORDER

SEND TAX NOTICES TO:

GREATBANC TRUST COMPANY AS SUCCESSOR TRUSTEE
TO FIRST NATIONAL BANK F/K/A FIRST NATIONAL BANK IN
CHICAGO HEIGHTS
20900 S. WESTERN AVENUE
OLYMPIA FIELDS, IL 60461

93076730

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED DECEMBER 22, 1992, between GREATBANC TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK F/K/A FIRST NATIONAL BANK IN CHICAGO HEIGHTS, whose address is 20900 S. WESTERN AVENUE, OLYMPIA FIELDS, IL (referred to below as "Grantor"); and FIRST NATIONAL BANK, whose address is 100 FIRST NATIONAL PLAZA, CHICAGO HEIGHTS, IL 60411 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated September 8, 1987 and known as GREATBANC TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK F/K/A FIRST NATIONAL BANK IN CHICAGO HEIGHTS TRUST #6526, mortgages 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, located in COOK County, State of Illinois (the "Real Property"):

UNIT 301 TOGETHER WITH ITS UNDIVIDED 1.56% PERCENT INTEREST IN THE COMMON ELEMENTS IN CHERRY CREEK TOWERS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22896342, IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 18400 CHERRY CREEK DRIVE, HOMEWOOD, IL 60430. The Real Property tax identification number is 31-01-224-011-1025.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all 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.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation GREATBANC TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK F/K/A FIRST NATIONAL BANK IN CHICAGO HEIGHTS TRUST #6526.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated December 22, 1992, between Lender and Borrower with a credit limit of \$50,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage is December 22, 1997. The interest rate under the revolving line of credit is a variable interest rate based upon an Index. The index currently is 6.000% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 3.000 percentage points above the Index, subject however to the following minimum and maximum rates. Under no circumstances shall the interest rate be less than 6.500% per annum or more than the lesser of 21.000% per annum or the maximum rate allowed by applicable law.

Grantor. The word "Grantor" means GREATBANC TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK F/K/A FIRST NATIONAL BANK IN CHICAGO HEIGHTS, Trustee under that certain Trust Agreement dated September 8, 1987 and known as GREATBANC TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK F/K/A FIRST NATIONAL BANK IN CHICAGO HEIGHTS TRUST #6526. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, 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

33.50