

UNOFFICIAL COPY



Doc#: 1110456010 Fee: \$44.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 04/14/2011 02:28 PM Pg: 1 of 5

RELEASE OF MORTGAGE

Re-Recorded to correct date of recording of Mortgage

TYPE OF DOCUMENT



Property of Cook County Clerk's Office

MAIL TO:

NAME AND ADDRESS OF PREPARER:

Francis J. Zeman
9933 N. Lawler Avenue, Suite 533
Skokie, IL 60077

Francis J. Zeman
9933 N. Lawler Avenue, Suite 533
Skokie, IL 60077



EUGENE "GENE" MOORE

RECORDER OF DEEDS/REGISTRAR OF TORRENS TITLES
COOK COUNTY, ILLINOIS

UNOFFICIAL COPY



Chicago Title Insurance Company

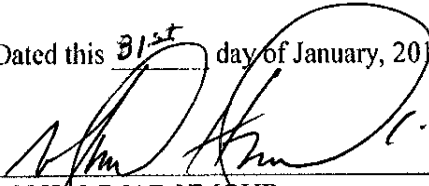
RELEASE OF MORTGAGE

Doc#: 1108445056 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/25/2011 02:45 PM Pg: 1 of 5

The Undersigned hereby certifies that the Mortgage dated April 30, 2002 and recorded November 11, 2002 in the Office of the Cook County Recorder of Deeds under document number 0021241200 and the debt secured by said mortgage has been fully paid, satisfied, discharged and released and that the property secured thereby, more fully described in the legal description attached as Exhibit A hereto, has been released from the lien of said mortgage.

Permanent Real Estate Index Number(s): 18-25-205-014-0000 and 18-25-205-032-0000
Address(es) of Real Estate: 7146 and 7158 S Harlem Ave., Bridgeview, Illinois 60455

Dated this 31st day of January, 2011



MOHAMMAD HMOUD

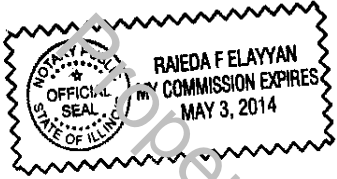
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS, COUNTY OF Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT MOHAMMAD HMOUD, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act.

Given under my hand and official seal, this 31st day of January, 2011



Raieda F Elayyan (Notary Public)

Prepared By: Gregory A. Mitchell
10003 S Roberts Road
Palos Hills, Illinois 60465

Mail To:

Name & Address of Taxpayer:

Property of Cook County Clerk's Office

UNOFFICIAL COPY~~0021241200~~ Page 7 of 8**"EXHIBIT A****LEGAL DESCRIPTION**

Permanent Index Number 18-25-205-014, Vol. 83
Address of Property: 7146 South Harlem, Bridgeview, IL 60455

Lot 4 in Frederick H. Bartlett's Harlem Avenue and 71st Street Farms, being a subdivision of the East ½ of the Northeast 1/4 (except the East 50 feet thereof) of Section 25, Township 38 North, Range 12, East of the Third Principal Meridian, According to the plat thereof recorded December 24, 1936 as Document No 11927277, in Cook County, Illinois

AND

Permanent Index Number 18-25-205-032, Vol. 83
Address of Property: 7158 South Harlem, Bridgeview, IL 60455

The East 135 Feet of Lot 5 in Frederick H. Bartlett's Harlem Avenue and 71st Street Farms, being a subdivision of the East ½ of the Northeast 1/4 (except the East 50 feet thereof) of Section 25, Township 38 North, Range 12, East of the Third Principal Meridian, According to the plat thereof recorded December 24, 1936 as Document No 11927277, in Cook County, Illinois

UNOFFICIAL COPY

NOTE CANCELLED ---SEE PAGE 2.

0021241200 Page 8 of 9

PROMISSORY NOTE SECURED BY SECOND MORTGAGE

\$290,000.00

Date: April 30, 2002

FOR VALUE RECEIVED, the undersigned, jointly and severally, ("Debtor") promises to pay to the order of MOHAMMAD HMOUD ("Creditor") at his principal place of business, 1014 S. 17th Ave. Maywood, IL or at such other place or places as Creditor may from time to time designate in writing, the principal sum of TWO HUNDRED NINETY THOUSAND (\$290,000.00) DOLLARS, at the rate of 5% interest per year until May 1, 2005. This note shall mature and become payable in full on May 1, 2005.

If any of Debtor's obligations hereunder are not paid when due and payable or declared due and payable, interest in lieu of the interest hereinafter provided, shall accrue thereon (other than on accrued but unpaid interest) from the due date of the same until paid, at the rate of 15%. Such amounts shall be a part of Debtor's obligations, immediately due and payable by Debtor to Creditor without notice by Creditor to or demand by Creditor of Debtor. All interest amounts due and payable hereunder shall be computed on the basis of a year consisting of 360 days and charged for actual calendar days elapsed.

Any check, draft or similar item of payment by or for the account of Debtor delivered to Creditor on account of Debtor's obligations shall, provided the same is honored and final settlement thereof is irrevocably made in the ordinary course, be applied by Creditor on account of Debtor's obligations three (3) business days after the date Creditor actually receives the same.

Debtor warrants and represents to Creditor that Debtor shall use the proceeds represented by this Note solely for proper business purposes, not for the purchase of consumer goods as defined in Illinois Revised Statutes, and consistently with all applicable laws and statutes.

Debtor covenants and agrees to furnish to Creditor such financial and other information relating to his financial condition and business affairs as Creditor may from time to time request.

The occurrence of any one of the following events respecting any signatory of this Note shall constitute a default by Debtor ("Event of Default") under this Note; (a) if borrower fails to pay any of Debtor's obligations when due and payable or declared due and payable; (b) if Debtor fails to perform, discharge, comply with and/or observe any term, condition, warranty, representation, agreement, undertaking, covenant and provision to be performed, discharged, observed or complied with under this Note and/or under any and all other agreements, instruments and documents of whatsoever kind heretofore, now and/or from time to time hereafter executed by and/or on behalf of Debtor and delivered to Creditor in connection with the loan represented by this Note (collectively, the "other Agreements"); (c) if any statement, report or certificate made or delivered by Debtor to Creditor is not true and correct in any material respect; (d) if any of Debtor's assets pledged or mortgaged to secure this note are attached, seized, subjected to a writ of distress warrant, or are levied upon, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors and the same is not terminated or dismissed within twenty (20) days thereafter; (e) if a petition under any bankruptcy or insolvency law or regulation, federal or state, shall be filed by Debtor for dissolution or liquidation; (f) borrower is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs or if a petition under any bankruptcy or insolvency law or regulation, federal or state, is filed against Debtor or if any case or proceeding is filed against Debtor for Debtor's liquidation and such entry or filing thereof; (g) if any application is made by Debtor for the appointment of a receiver, trustee or custodian for any of borrower's assets pledged or than borrower for the appointment of a receiver, trustee, or custodian for any of application therefore; or (h) the occurrence of a default under any other lease, agreement or instrument, or any law, rule, regulation, order, writ, injunction, decree, determination or award, whether or not related to the loan represented by this Note, which would materially adversely affect Debtor's property, financial condition or business operation, which is not cured within the time, if any, specified therefore;

Upon an Event of Default hereunder, without notice by Creditor to or demand by lender of borrower, all the Debtor's liabilities becomes due and payable will not establish a custom, or waive any rights of Creditor to enforce prompt payment hereof. Debtor and every endorser hereof waive presentment, demand and protest and notice of presentment, protest, default, non-payment, maturity, release, compromise, settlement, extension or renewal of this Note.

This Note and Debtor's obligations hereunder are secured by all security interests, mortgages, liens and encumbrances heretofore, now and/or hereafter granted to Creditor by Debtor and/or other persons or entities on behalf of Debtor, including, without limitation, certain inventory of Ata Brothers, Inc.

If at any time or times after the date of this Note Creditor: (a) employs counsel for advice or other

NOTE CANCELLED

NOTE CANCELLED

UNOFFICIAL COPY

CANCELLED

0021241200 Page 9 of 9

CANCELLED

representation (i) with respect to this Note, any collateral securing Debtor's obligations hereunder or administration of same, (ii) to represent Creditor in any litigation, contest, dispute, suit or proceeding (whether instituted by Creditor, Debtor or any other person or entity) in any Debtor's obligations hereunder, or Debtor's affairs, or (iii) to enforce any rights of Creditor against Debtor; (b) takes any action to protect, collect, sell, liquidate or otherwise dispose of any collateral securing Debtor's obligations hereunder; and/or (c) attempts to or enforces any of Creditor's rights or remedies under this Note, the reasonable costs and expenses incurred by Creditor in any manner or way with respect to the foregoing shall be part of Debtor's obligations hereunder, payable by Debtor to Creditor on demand.

The Debtor may prepay any amount(s) of monies as the Debtor deems appropriate. There shall not be a penalty for said prepayment.

If any provision of this Note or the application thereof to any party or circumstance is held invalid or enforceable, the remainder of this Note and the application of such provision to other parties or circumstances will not be affected thereby and the provisions of this Note shall be severable in any such instance.

This Note is submitted by Debtor to Creditor at Creditor's principal place of business and shall be deemed to have been made thereat. This Note shall be governed and controlled by the laws of the State of Illinois as to interpretation, enforcement, validity, construction, effect, choice of law and in all other respects.

If any paragraph, clause or provision of this Note shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such paragraph, clause or provision shall not affect the validity and enforceability of any of the remaining paragraphs, clauses, or provisions of this Note.

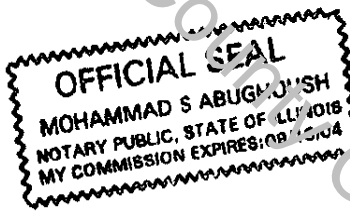
IN WITNESS WHEREOF, the undersigned has signed, sealed and delivered this Note as of the day and year first above written.

ATA BROTHERS, INC.

FAISAL ATA, INDIVIDUALLY

Subscribed and Sworn to before me this 30 day of April, 2002

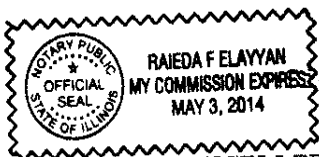
NOTARY PUBLIC



"These two (2) pages are a true and correct copy of the original PROMISSORY NOTED SECURED BY SECOND MORTGAGE executed by Ata Brothers, Inc., and Faisal Ata, which Promissory Note was secured by a mortgage dated April 30, 2002 and recorded November 12, 2002, in Cook County, Illinois as document number 0021241200 and the original of which Promissory Note has been lost. The undersigned, who is the holder of the Promissory Note and the mortgagee, hereby attests that the Promissory Note is fully satisfied and the undersigned hereby releases and cancels the Promissory Note."

Mohammad Hmoud, mortgagee/Noteholder

signed and sworn to before me this 14 day of March, 2011.



NOTE CANCELLED

NOTARY PUBLIC