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Doc#: 1318916071 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/08/2013 03:29 PM Pg: 1 of 8

Prepared by:
When recorded mail to:
The Law Offices of Ira T. Nevel, LLC
175 N. Franklin, Ste 201
Chicago, IL 60606
P: 312.357.1125

State of: IL
Town/County: Cook
PIN No. 17-22-307-121-1030 (fka 17-22-307-003, 17-22-307-004, 17-22-307-056, 17-22-307-005, 17-22-307-046)

RELEASE OF MORTGAGE AND AFFIDAVIT OF LOST OR MISPLACED ASSIGNMENT

The undersigned, **CITIMORTGAGE INC, SUCCESSOR IN INTEREST TO AMERICAN HOME MORTGAGE ACCEPTANCE, INC. AND HOLDER OF ENDORSED PROMISSORY NOTE (attached hereto)**, current holder and owner of the indebtedness secured by that certain mortgage described below, does hereby release and reconvey to the persons legally entitled thereto, all of its right, title, and interest in and to the real estate described in said mortgage, forever satisfying, releasing, cancelling, and discharging the lien from said Mortgage.

PARCEL 1: UNIT NO. 610 IN THE 1819 S. MICHIGAN AVENUE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 25 TOGETHER WITH THE NORTH 51.63 FEET OF LOT 67 (EXCEPT ALLEY) AND LOT 68 (EXCEPT ALLEY) TAKEN AS A TRACT, ALL IN BLOCK 8 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM SAID TRACT THAT PART THEREOF LYING ABOVE A HORIZONTAL PLANE OF 143.00 FEET ABOVE CHICAGO CITY DATUM AND ALSO EXCEPT FROM SAID TRACT THAT PART THEREOF LYING ABOVE A HORIZONTAL PLANE OF 14.18 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 29.30 FEET ABOVE CHICAGO CITY DATUM AND FALLING WITHIN THE BOUNDARIES PROJECTED VERTICALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT 9.63 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 11.51 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 4.83 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00

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SECONDS EAST 28.08 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 3.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 4.83 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 23.42 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 3.83 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 8.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 29.51 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 1.30 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 11.09 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE 30.88 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPT FROM SAID TRACT THAT PART THEREOF LYING ABOVE A HORIZONTAL PLANE OF 14.18 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 29.45 FEET ABOVE CHICAGO CITY DATUM AND FALLING WITHIN THE BOUNDARIES PROJECTED VERTICALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE THEREOF 81.25 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 32.26 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 7.58 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 9.58 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 8.66 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 1.33 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 19.36 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 1.48 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 15.43 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 4.99 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 5.65 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 4.97 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 24.54 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 57 MINUTES 43 SECONDS WEST ALONG SAID SOUTH LINE 39.0 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 31, 2005 AS DOCUMENT 0515103094, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NUMBER P-1-14 AS SHOWN ON THE SURVEY ATTACHED AS EXHIBIT "B" TO THE DELCARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE 1819 S. MICHIGAN AVENUE CONDOMINIUMS RECORDED MAY 31, 2005 AS DOCUMENT 051503094, IN COOK COUNTY, ILLINOIS.

Property Address: 1819 South Michigan Avenue, Unit 610, Chicago, IL 60616

Recorded on: November 16, 2005 at Page: _____

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Instrument No: 0532043114 Parcel ID No: 17-22-307-121-1030 fka 17-22-307-003, 17-22-307-004, 17-22-307-056, 17-22-307-005, 17-22-307-046


Of the record of Mortgages for: Cook County, in Illinois, and more particularly described on said mortgage referred to herein.

Borrower: John E. Fieramosca.

CitiMortgage, Inc., by its authorized agent being first duly sworn, deposes and affirms below, attests, certifies and verifies that it is the holder of the endorsed note and/or note allonge and successor in interest to the original Mortgage, which has been satisfied, and for which assignment has either been lost, or for which no written assignment of mortgage exists. As the holder of the endorsed Promissory Note (attached hereto), CitiMortgage, Inc. has authority to release the aforesaid Mortgage.

IN WITNESS WHEREOF, the undersigned, substantiates and duly sworn, has caused these presents to be executed on **July 3, 2013**.

CITIMORTGAGE INC., SUCCESSOR IN INTEREST TO AMERICAN HOME MORTGAGE ACCEPTANCE, INC. AND HOLDER OF ENDORSED PROMISSORY NOTE,

By: 
 Name: KAREN M. ALLEN
 Title: VICE PRESIDENT


State of: MARYLAND

County of: WASHINGTON

On this July 3, 2013, before me, the undersigned, a Notary Public in said State, personally appeared Karen M. Allen personally known to me (or proved to me on the basis of satisfactory evidence) as being first duly sworn under oath the person who executed the within instrument as Vice President and respectively, on behalf of **CITIMORTGAGE INC., SUCCESSOR IN INTEREST TO AMERICAN HOME MORTGAGE ACCEPTANCE, INC. AND HOLDER OF ENDORSED PROMISSORY NOTE** and affirmed and acknowledged to me, that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained and that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS My hand and official seal.

Jessica L. Schroyer Notary Public Washington Co., MD
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 Notary Public
 Jessica L. Schroyer
 Commission Expires: 02/22/2017

UNOFFICIAL COPY**InterestFirstSM ADJUSTABLE RATE NOTE****(One-Year LIBOR Index (As Published In *The Wall Street Journal*)-Rate Caps)**

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

August 9, 2005
[Date]

Chicago
[City]

Illinois
[State]

1819 South Michigan Avenue, Unit 610, Chicago, IL 60616
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 284,650.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is American Home Mortgage Acceptance, Inc.

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

I understand that Lender may transfer this Note. 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 5.875 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 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 on the first day of every month, beginning on September 1, 2005. Before the First Principal and Interest Payment Due Date as described in Section 4 of this Note, my payment will consist only of the interest due on the unpaid principal balance of this Note. Thereafter, I will pay principal and interest by making a payment every month as provided below.

I will make my monthly payments of principal and interest beginning on the First Principal and Interest Payment Due Date as described in Section 4 of this Note. 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 includes both principal and interest, it will be applied to interest before Principal. If, on August 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 PO Box 660029, Dallas, TX 75266-0029

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

(B) Amount of My Initial Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,393.59 before the First Principal and Interest Payment Due Date, and thereafter will be in an amount sufficient to repay the principal and interest at the rate determined as described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will notify me prior to the date of change in monthly payment.

Doc. #: 0344261

APPL #: 0000892724

MULTISTATE InterestFirst ADJUSTABLE RATE NOTE - ONE-YEAR LIBOR INDEX - Single Family - Fannie Mae Uniform Instrument

VMP-173N (03/01)

Form 3532 7/03

VAM Mortgage Solutions (800) 531-1291

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Initials: 



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Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 or 5 of this Note.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of August, 2010, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and One Quarter percentage points (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 Change Date.

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 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 Change Date will not be greater than 10.875 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 17.875 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

Before the effective date of any change in my interest rate and/or monthly payment, the Note Holder will deliver or mail to me a notice of such 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 notice.

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be the first monthly payment date after the first Change Date.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any 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.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe 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 Prepayment, there will be no changes in the due date of my monthly payment unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during the period when my

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monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. 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 permitted 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 that 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 Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. 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 that 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.

(D) No Waiver By Note Holder

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.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given 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 rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

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

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes 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 read 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.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to 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.

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


John E. Fieramosca

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower


(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PAY TO THE ORDER OF

[Sign Original Only]


AMERICAN EXPRESS
AN AMERICAN EXPRESS COMPANY
AMERICAN EXPRESS ACCEPTANCE, INC.
10000
10000

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