

KNOW ALL MEN BY THESE PRESENTS,

THAT Aetna Bank

of the County of Cook and State of Illinois for and in consideration of one dollar, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby remise,

release, convey and quit-claim unto Arthur W. Haak and Nancy J. Haak, his wife as joint Tenants
(NAME AND ADDRESS)
1520 Fairfield Lane, Hoffman Estates, Ill. 60195

heirs, legal representatives and assigns, all the right, title, interest, claim, or demand whatsoever they may have acquired in, through, or by a certain Trust Deed, bearing date the 26th day of August, 1976, and recorded in the Recorder's Office of Cook County, in the State of Illinois in Book _____ of _____ page _____ as Document Number 23618914 to the premises therein described, situated in the County of Cook, State of Illinois as follows, to wit:

Lot 2 in block 193 in The Highlands west at Hoffman Estates XXI, being a subdivision of part of the Southeast quarter and part of the East half of the Northeast quarter of Section 8, Township 41 North, range 10, east of the Third Principal Meridian, in the Village of Hoffman Estates, Schaumburg Township, according to the plat thereof recorded May 13, 1965 as document 19463901, in the Office of the Recorder of Deeds, in Cook county, Illinois.

PIN # 07-08-407-002-0000

11/11/86: 1520 Fairfield Ln.
Hoffman Estates, Ill.
60195

together with all the appurtenances and privileges thereunto belonging or appertaining.

WITNESS _____ hand and seal this 7th day of November, 19 86.

Aetna Bank (SEAL)
By: [Signature] (SEAL)
G. Allen Cole, Vice President

STATE OF Illinois
COUNTY OF Cook } ss.

I, Steven H. Marcotte

a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that G. Allen Cole, Vice President

personally known to me to be the same person whose name 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, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of November, 19 86

[Signature]
Notary Public

Commission expires 6-5-89

1986 NOV 18 AM 10:52

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

This instrument was prepared by Vira J. Viverito for Aetna Bank, 2401 N. Halsted St. Chicago, Illinois 60614
(Name) (Address)

70-83-607 Z

BOX 338

Z-88

MAIL TO:

ST. PAUL FEDERAL BANK
FOR SAVINGS
3901 KIRCHOFF RD.
ROLLING MOUNTAIN, ILLINOIS
FILED FOR RECORD

13.00

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UNOFFICIAL COPY

RELEASE DEED

AETNA BANK

TO

ARTHUR W. & NANCY J. HARK
1520 FAIRFIELD LN
HOBOKEN ESTATES, IL 60195

MAIL TO:

ST. PAUL FEDERAL BANK
FOR SAVINGS
3901 KIRCHOFF RD.
ROLLING MEADOWS, IL 60008

PAID MULTIPLE

Property of Cook County Clerk's Office

0028833

UNOFFICIAL COPY

statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

L. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 26TH

day of JUNE, A.D. 19 86

E. WILLIAM MALONEY, JR. (SEAL) SUSAN JEAN CRAVEN MALONEY (SEAL)

STATE OF ILLINOIS

COUNTY OF COOK

I, The Undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT E. WILLIAM MALONEY, JR. and SUSAN JEAN CRAVEN MALONEY, HUSBAND AND WIFE personally known to me to be the same person whose name are subscribed to the foregoing instrument,

appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal, this 26TH day of JUNE, A.D. 19 86

Suzanne Spence
Notary Public

MY COMMISSION EXPIRES July 17, 1987

THIS INSTRUMENT WAS PREPARED BY MAIL TO: RICHARD J. JAHNS

OF CRAGIN FEDERAL SAVINGS & LOAN ASSOCIATION, 5200 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

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RECEIVED

1 All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to be...

2 In case the mortgagee property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagee or his assigns.

3 That the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of the instrument, or any litigation to which the Mortgagee may be made a party or in which it may be interested...

4 That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successor or successors in interest with reference to the debt hereby secured in the same manner as if he were the owner of said property...

5 That it is the intent hereof to secure payment of said note and of all other obligations which the mortgagor shall have been advanced to the Mortgagee at the date hereof, or at a later date, and to secure any other amount or account that may be added to the mortgage indebtedness under the terms of this mortgage contract...

6 This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured...

7 In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay to the Mortgagee, in addition to the above payments, a sum equivalent to one-twelfth of such taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness...

8 The Mortgagee is authorized to execute and deliver to the Mortgagee all necessary and proper documents, and to execute and deliver to the Mortgagee all necessary and proper documents, and to execute and deliver to the Mortgagee all necessary and proper documents...

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SUSAN JEAN CRAVEN MALONEY
Borrower
E. WILLIAM MALONEY, JR.
Borrower

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider

instrument, including, but not limited to, those provided under Uniform Covenant A-10.
D. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including the percentage of the unit owners in the Condominium Project, or assume self-management of the Condominium Project.

(iii) the effectuation of any decision by the Owners Association to terminate professional management and would change the percentage interests of the unit owners in the Condominium Project, including, but not limited to, any amendment which or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which, (ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or eminent domain; provided by law in the case of substantial destruction by fire or other casualty, or in the case of a taking by condemnation (i) the abandonment or termination of the Condominium Project, except for abandonment or termination consent, partition or subdivide the Property or consent to:

C. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

paid to Borrower. and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to Lender prompt notice of any lapse in such hazard insurance coverage shall be deemed to have no force or effect. Borrower shall give

maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give the provisions of Uniform Covenant A-3. For any period of time during which such hazard insurance coverage is not superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and (iii) the provisions in Uniform Covenant A-3 regarding application of hazard insurance proceeds shall be Property is deemed satisfied; and

(ii) Borrower's obligation under Uniform Covenant A-3 to maintain hazard insurance coverage on the of the premium installments for hazard insurance on the Property; and (i) Lender waives the provision in Uniform Covenant A-3 for the monthly payment to Lender of one-twelfth require, then:

coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may Condominium Project, which provides insurance coverage against fire, hazards included within the term "extended B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association Borrower and Lender further covenant and agree as follows:

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

..... (herein "Condominium Project").
..... (Name of Condominium Project)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as..... CEDAR GLEN CONDOMINIUMS

located at..... 810 E. SHADY WAY UNIT 211, ARLINGTON HEIGHTS, ILLINOIS, 60005.
..... (Property Address)

1988, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to..... CRAIG FEDERAL SAVINGS AND LOAN ASSOCIATION
..... (herein "Lender") and covering the Property described in the security instrument and

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Property of Cook County Clerk's Office

ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 26TH day of JUNE, 1986, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 810 E. SHADY WAY UNIT 211, ARLINGTON HEIGHTS, ILLINOIS 60005

Property Address

Modification. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 9.75%. The Note interest rate may be increased or decreased on the 1ST day of the month beginning on DECEMBER 01, 1987, and on that day of the month every 12 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:

(Check one box to indicate Index.)

(1) [] "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(2) [X] SEVENTH DISTRICT COST OF FUNDS, FEDERAL HOME LOAN BANK BOARD.

(Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.)

(1) [] There is no maximum limit on changes in the interest rate at any Change Date.

(2) [X] The interest rate cannot be changed by more than 1.125 percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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 Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph F & G of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph F & G.

By signing this, Borrower agrees to all of the above.

[Signature] (Seal) E. WILLIAM MALONEY, JR. - Borrower

[Signature] (Seal) SUSAN JEAN CRAVEN MALONEY - Borrower

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E. The mortgage interest may increase or decrease based upon the change of the stated index, however, the lender will not reduce the interest rate below 9.75% floor rate nor exceed 14.75% ceiling rate.

* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

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UNIT 211 IN CEDAR GLEN CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN BLOCK 7, IN CEDAR GLEN SUBDIVISION OF LOTS 1, 5 AND 6 IN OWNERS SUBDIVISION OF THE WEST 15 RODS OF THE SOUTH EAST 1/4 AND THE EAST 46/80THS (AS MEASURED ON THE NORTH LINE AND THE SOUTH LINE) OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25922438, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFORESAID DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

TAX INDEX NUMBER: 24-01-217-063-0000

CLK/A 810 E. Shady Way
Unit 211
Arlington Heights, IL
60005

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Clerk's Office