

Full Satisfaction
UNOFFICIAL COPY
And Release of Mortgage

AMERICAN SAVINGS AND LOAN ASSOCIATION formerly known as State Loan No. 19405448
Savings and Loan Association, assignee of FCA MORTGAGE CORPORATION
a corporation existing under the laws of the State of California

for and in consideration of the payment of the indebtedness secured by the Mortgage hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, does hereby REMISE, CONVEY, RELEASE and QUIT CLAIM unto STEVEN A. CATALLO, A BACHELOR

87489635

of the County of COOK and State of ILLINOIS, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Mortgage dated the

25TH day of MAY, A.D. 19 84, and recorded in the Recorder's Office of

COOK County, in the State of ILLINOIS, in book

XX of records, on page XX, as document No. 27109240/27109241, and a certain Assignment

of Rents dated the _____ day of _____, 19 _____, and recorded in the Recorder's

Office of _____ County, in the State of _____, in

book _____ of records, on page _____, as document No. _____, to the premises therein described, as follows, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

pin 12-13-201-028-1038
PROP 7525 W Lawrence

situated in the City of HAYWOOD HEIGHTS, County 87489635 and State of ILLINOIS, together with all the appurtenances and privileges thereunto belonging or appertaining.

IN TESTIMONY WHEREOF, the said corporation has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, and attested by its Assistant Secretary, this

20TH day of AUGUST, A.D., 1987,
American Savings and Loan Association,
assigned of FCA MORTGAGE CORPORATION

ATTEST:

Sheila Brown
SHEILA BROWN Assistant Secretary
STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

By James R. Pickett
JAMES R. PICKETT Vice President

I, BARBARA J. GILL, the undersigned, a Notary Public

In and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAMES R. PICKETT

personally known to me to be the Vice President of AMERICAN SAVINGS AND LOAN ASSOCIATION

a corporation, and SHEILA BROWN personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

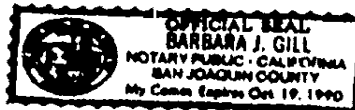
GIVEN under my hand and Notarial Seal this 20TH day of AUGUST, A.D. 19 87

THIS INSTRUMENT WAS PREPARED BY:

Barbara J. Gill
BARBARA J. GILL Notary Public

JOYCE CONKLIN, BENEFICIARY AND DEMANDS DEPARTMENT

Joyce Conklin



Hand file American (Inc.)
2-40-2540-04
Phillips

UNOFFICIAL COPY

Property of Cook County Clerk's Office


DEPT-01 RECORDING 415 00
TH0227 TRN 2100 02/04/07 10 06:00
#1089 # 13 *--07- 987635
COOK COUNTY RECORDER

15.00

[Faint rectangular stamp]

87489635

UNIT 502, IN LA RESIDENCIA ELEGANTE CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL) STARTING AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RUNNING THENCE SOUTH ALONG THE WEST OF SECTION 13, A DISTANCE OF 50.05 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH ALONG SAID WEST LINE A DISTANCE OF 125 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 6 IN T. J. ORIGER'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 17, 9164, IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS, AS DOCUMENT 19188047, THENCE EAST ALONG THE NORTH LINE OF LOTS 6, 5 AND PART OF LOT 4 IN SAID ORIGER'S SUBDIVISION, A DISTANCE OF 165 FEET, MORE OR LESS, TO THE WEST LINES IN LOTS 2 AND 3 IN SAID ORIGER'S SUBDIVISION, THENCE NORTH ALONG THE WEST LINES IN LOTS 2 AND 1 IN SAID ORIGER'S SUBDIVISION A DISTANCE OF 125 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1 IN ORIGER'S SUBDIVISION, THENCE WEST A DISTANCE OF 165 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN HARWOOD HEIGHTS, COOK COUNTY, ILLINOIS; (WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, OF COOK COUNTY, ILLINOIS, AS DOCUMENT 23335148; TOGETHER WITH AN UNDIVIDED 2.03 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

MAIL TO  BOX 45

Steven A. Catalano
 7525 W. Lawrence Ave.
 Harwood Hts., Ill.
 60656

CLERK OF COOK COUNTY
 Clerk's Office

UNOFFICIAL COPY

- a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
Not applicable		

- b. The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was _____, 19 _____.

Was written consent for the merger or written waiver of the 30 day period by the holders of all the outstanding shares of all subsidiary corporations received? Yes No

(If the answer is "No", the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

The undersigned corporation has caused these articles to be signed by its duly authorized officers, each of whom affirm, under penalties of perjury, that the facts stated herein are true.

Dated August 20, 19 87

DELAWARE TRIANGLE HOME PRODUCTS, INC.
(Exact Name of Corporation)

attested by *Sidney Sosin*
(Signature of Secretary or Assistant Secretary)

by *Steven Herman*
(Signature of President or Vice President)

Sidney Sosin, Secretary
(Type or Print Name and Title)

Steven Herman, President
(Type or Print Name and Title)

Dated August 20, 19 87

TRIANGLE HOME PRODUCTS, INC.
(Exact Name of Corporation)

attested by *Sidney Sosin*
(Signature of Secretary or Assistant Secretary)

by *Steven Herman*
(Signature of President or Vice President)

Sidney Sosin, Secretary
(Type or Print Name and Title)

Steven Herman, President
(Type or Print Name and Title)

Dated _____, 19 _____

(Exact Name of Corporation)

attested by _____
(Signature of Secretary or Assistant Secretary)

by _____
(Signature of President or Vice President)

(Type or Print Name and Title)

(Type or Print Name and Title)

UNOFFICIAL COPY

Form BCA-11.25/11.30

No. No

Box 176K

**ARTICLES OF MERGER,
CONSOLIDATION, EXCHANGE**

Filing Fee \$100.00, but if a merger or a consolidation of more than two corporations, \$20 for each additional corporation.

FILED

AUG 25 1987

JIM EDGAR

Secretary of State

RETURN TO:

Corporation Department
Secretary of State
Springfield, Illinois 62756
Telephone 217 — 782-6961

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

AGREEMENT AND PLAN OF MERGER OF TRIANGLE HOME PRODUCTS, INC. INTO DELAWARE TRIANGLE HOME PRODUCTS, INC.

This AGREEMENT AND PLAN OF MERGER ("Agreement of Merger") made as of April 15, 1987 by and between TRIANGLE HOME PRODUCTS, INC., an Illinois corporation ("Illinois Company"), and DELAWARE TRIANGLE HOME PRODUCTS, INC., a Delaware corporation ("Delaware Company"). The Illinois Company and the Delaware Company are hereinafter sometimes collectively referred to as the "Constituent Corporations".

WHEREAS, the Delaware Company is a business corporation organized and existing under the laws of the State of Delaware, its Certificate of Incorporation having been filed with the Secretary of State of Delaware on April 10, 1987, with its registered office therein located at Corporation Trust Center, 1209 Orange Street, Wilmington, and is wholly owned by the Illinois Company; and

WHEREAS, the Illinois Company is a business corporation organized and existing under the laws of the State of Illinois, its Articles of Incorporation having been filed with the Secretary of State of Illinois on February 17, 1956 and with its registered office therein located at 180 North LaSalle Street, Chicago; and

WHEREAS, the authorized capital stock of the Delaware Company consists of 3,000,000 shares of common stock, par value \$0.45 per share, of which 1,000 shares are issued and outstanding and 500,000 shares of preferred stock, par value \$1.00 per share, all of which are unissued; and

WHEREAS, the authorized capital stock of the Illinois Company consists of 3,000,000 common shares, par value \$0.45 per share, of which 1,200,000 shares are issued and outstanding and 500,000 preferred shares, par value \$1.00 per share, all of which are unissued; and

WHEREAS, the Business Corporation Act of 1983 of the State of Illinois permits a merger of a business corporation of the State of Illinois with and into a business corporation of another jurisdiction; and

WHEREAS, the General Corporation Law of the State of Delaware permits the merger of a business corporation of another jurisdiction with and into a business corporation of the State of Delaware; and

6718967

UNOFFICIAL COPY

WHEREAS, the holders of the common shares of the Illinois Company and the holder of the common stock of the Delaware Company are entitled to vote on this Agreement; and

WHEREAS, the respective Boards of Directors of the Illinois Company and the Delaware Company have approved this Agreement of Merger, and have directed that it be submitted to their respective stockholders for adoption.

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly entered into by Illinois Company and approved by a resolution adopted by its Board of Directors and being thereunto duly entered into by Delaware Company and approved by a resolution adopted by its Board of Directors, the plan and agreement of merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined, approved, adopted and agreed upon as hereinafter in this Agreement of Merger set forth.

1. Illinois Company and Delaware Company shall, pursuant to the provisions of the Business Corporation Act of 1983 of the State of Illinois and the provisions of the General Corporation Law of the State of Delaware, be merged with and into a single corporation, to wit, Delaware Company, which shall be the surviving corporation from and hereinafter referred to as the "Surviving Company", and which shall continue to exist as said Surviving Company under the name Triangle Home Products, Inc. pursuant to the provisions of the General Corporation Law of the State of Delaware, effective upon the date when this Agreement of Merger is made effective in accordance with applicable law ("Effective Time"). The separate existence of Illinois Company, which is sometimes hereinafter referred to as the "terminating corporation", shall cease at the Effective Time in accordance with the provisions of the Business Corporation Act of 1983 of the State of Illinois. Illinois Company is merging into Delaware Company which is a wholly-owned subsidiary of Illinois Company.

2. The Certificate of Incorporation of Delaware Triangle Home Products, Inc., the surviving corporation of the merger, shall be amended by amending Article First to read in its entirety as follows:

"FIRST: The name of the corporation is:

TRIANGLE HOME PRODUCTS, INC."

and said Certificate of Incorporation as herein amended and changed shall continue to be the Certificate of Incorporation of said Surviving Company until further amended and changed pursuant to the provisions of the General Corporation Law of the State of Delaware.

UNOFFICIAL COPY

3. The present by-laws of the Surviving Company (including, without limitation, Section 6.4) will be the by-laws of said Surviving Company and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the General Corporation Law of the State of Delaware. Adoption and approval of this Agreement of Merger shall be the adoption and approval of the shareholders, as stockholders of the Surviving Company, of Section 6.4 of the by-laws, a copy of which is annexed hereto and made a part hereof.

4. The directors and officers in office of the Illinois Company at the Effective Time shall be the members of the first Board of Directors and the first officers of the Surviving Company, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the by-laws of the Surviving Company.

5a. By virtue of the merger and without any action on the part of the holder thereof each share of the Delaware Company issued and outstanding immediately prior thereto and held by Illinois Company shall, at the Effective Time, be retired and returned to the status of authorized but unissued shares at no cost to either of said corporations.

b. By virtue of the merger and without any action on the part of the holder thereof each share of the Illinois Company issued and outstanding immediately prior thereto (other than those shares with respect to which dissenters' rights are exercised and perfected in accordance with Sections 11.65 and 11.70 of the Business Corporation Act of 1983 of the State of Illinois) shall, at the Effective Time, be changed and converted into one share of Common Stock of the Surviving Company.

Subject to the terms hereof, each beneficial owner, as hereafter defined, of a certificate representing issued and outstanding shares of the Illinois Company at the Effective Time shall be entitled, upon surrender of such certificate to the Surviving Company or its transfer agent for cancellation, to receive new certificates representing the number of shares of Common Stock into which such issued and outstanding shares of the Illinois Company are changed and converted as provided herein. Certificates representing shares of the Illinois Company issued and outstanding prior to the Effective Time not so surrendered shall represent an equal number of shares of Common Stock of the Surviving Company.

c. The shares of Illinois Company held by any person who elects to exercise dissenters' rights under Sections 11.65 and 11.70 of the Business Corporation Act of 1983 of the State of Illinois ("Dissenting Shareholder") and who either sells or is deemed to have sold such shares pursuant to Section 11.70(c) of said Act, or who notifies the Surviving Company in writing of the

87489627

UNOFFICIAL COPY

withdrawal of such exercise of dissenters' rights, or who fails, at any time, to take timely action as required in any respect by Section 11.70 of said Act, shall be changed and converted in the manner provided in paragraph b of this Section 5. The shares of the Surviving Company held by any other Dissenting Shareholder shall, at the time of payment under paragraph (e), or at the time of satisfaction of a judgment entered in accordance with paragraph (g), of Section 11.70 of the Business Corporation Act of 1983 of the State of Illinois, be retired and returned to the status of authorized but unissued shares of the Surviving Company.

d. If any certificate representing Surviving Company Common Stock is to be issued in a name other than that of the registered holder of the certificate representing Illinois Company stock so presented, it shall be a condition of issuance that (i) the certificate so surrendered shall be properly endorsed or accompanied by a stock power and shall otherwise be in proper form for transfer and (ii) the person requesting such issuance shall pay to Surviving Company or its transfer agent any transfer or other taxes required by reason of the issuance of certificates representing Surviving Company Common Stock in a name other than that of the registered holder of the certificate presented, or establish to the satisfaction of Surviving Company or its transfer agent that such taxes have been paid or are not applicable.

e. For purposes of this paragraph, a "beneficial owner" shall mean a person who, or an entity which, possesses the power, either singly or jointly, to direct the voting or disposition of such shares.

6. From and after the Effective Time, each option outstanding under the Illinois Company's 1983 Stock Option Plan (the "Option Plan") and each other option outstanding at the Effective Time to acquire a share of the Illinois Company shall remain outstanding as an option to acquire, at such time as the optionee would have become entitled to acquire such share of Illinois Company, the number of full shares of Common Stock of the Surviving Company which the optionee would have been entitled to receive as if he had been entitled to exercise such option in full immediately before the Effective Time, at a price per share equal to the per share option price applicable to the purchase of the shares of Illinois Company subject to such option immediately before the Effective Time, provided, however, that no provision of this Agreement of Merger shall be construed as giving any optionee any rights which are not expressly provided for in the Option Plan or in such other option or as causing any options to continue outstanding after any transaction with respect to which the Option Plan or such other option provides that the options will terminate. Effective upon the Effective Time, Surviving Company hereby assumes the outstanding and unexercised portions of such rights and options and the obligations of Illinois

87489627

UNOFFICIAL COPY

Company with respect thereto, as amended as provided for by this Agreement of Merger.

7. In the event that this Agreement of Merger shall have been fully approved and adopted upon behalf of the terminating corporation in accordance with the provisions of the Business Corporation Act of 1983 of the State of Illinois and upon behalf of the Surviving Company in accordance with the provisions of the General Corporation Law of the State of Delaware, the said corporations agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Illinois and by the laws of the State of Delaware, and that they will cause to be performed all necessary acts within the State of Illinois and the State of Delaware and elsewhere, to effectuate the merger herein provided for.

8. The Board of Directors and the proper officers of the terminating corporation and of the Surviving Company are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement of Merger or of the merger herein provided for.

9. The parties hereto by mutual consent of their respective Board of Directors, may, at any time prior to the Effective Time, amend, modify or supplement this Agreement of Merger in such manner as may be agreed upon by them in writing at any time before or after adoption and approval of this Agreement of Merger by the shareholders of Illinois Company at its Annual Meeting of shareholders to be held May 18, 1987 or any adjournment thereof; provided, however, that no such amendment, modification or supplement not adopted and approved by the shareholders of Illinois Company or Delaware Company shall (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the certificate of incorporation of the Surviving Company to be effected by the Merger, or (3) alter or change any of the terms and conditions of the agreement if such alteration or change would adversely affect the holders of any class or series thereof of such Constituent Corporation.

10. Consummation of the transactions herein provided for may be deferred by the Board of Directors of Illinois Company or any authorized officer of Illinois Company for a reasonable period of time if said Board or officer determines that such deferral is in the best interest of Illinois Company and its shareholders.

87189627

UNOFFICIAL COPY

11. This Agreement of Merger may be terminated and the transactions herein provided for abandoned at any time prior to the Effective Time of the merger, whether before or after adoption and approval of this Agreement of Merger by the shareholders of Illinois Company, by action of the Board of Directors of Illinois Company, if said Board of Directors determines that the consummation of the transactions provided for herein would not, for any reason, be in the best interest of Illinois Company and its shareholders.

12. This Agreement of Merger may be executed in one or more counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

13. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement of Merger.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority duly granted by its respective Board of Directors, has caused this Agreement of Merger to be executed on its behalf as of the day first above written.

TRIANGLE HOME PRODUCTS, INC.
an Illinois corporation

Attest:

Sidney Sosin
Sidney Sosin, Secretary

By: *Steven N. Herman*
Steven N. Herman, President

DELAWARE TRIANGLE HOME PRODUCTS,
INC.
a Delaware corporation

Attest:

Sidney Sosin
Sidney Sosin, Secretary

By: *Steven N. Herman*
Steven N. Herman, President

87489627

UNOFFICIAL COPY

56

Box
170

MX

Property of Cook County Clerk's Office

\$22.00

22
22

DEPT. OF REVENUE
STATE OF ILLINOIS
1001 S. WASHINGTON ST. CHICAGO, ILL. 60607
TEL. 312-437-4100

87489627

87489627