

UNOFFICIAL COPY

KNOW ALL MEN BY THESE PRESENTS,

87658677

THAT Personal Finance Company17507 S. Kedzie P.O. box 172 Hazel Crest, IL 60429of 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 Moussa B. Jean and Eva M. Jean7617 S. Bishop Chicago, IL 60620heirs, legal representatives and assigns, all the right, title, interest, claim, or demand whatsoever they mayhave acquired in, through, or by a certain Trust Deed bearing date the 17th day ofApril, 1986 and recorded in the Recorder's Office of Cook County, in theState of Illinois in Book _____ of _____ page _____ as Document Number86156519 to the premises therein described, situated in the County of Cook State ofIllinois as follows, to-wit:

Lot 38 in August Berke's Subdivision of Block 22 in the Subdivision of the West 1/2 of Section 29, Township 33 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

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.

Commonly Known As: 7617 S. Bishop - Chgo. IL 60620

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

WITNESS My hand and seal this 8th day of December, 1987.
Kim DenHartog / Kim DenHartog (SEAL)
Agent for Personal Finance Company

(SEAL)

STATE OF IllinoisCOUNTY OF Cook

ss.

Prepared By:
Kim DenHartog
17507 S. Kedzie
Hazel Crest, IL
7 60429

1. Carol K. Lindemann

a notary public in and for the said County, on the State aforesaid, DO HEREBY CERTIFY that
Kim DenHartog/Agent for Personal Finance Co.

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 a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official Notarial seal, this 8th day of December, 1987

Carol K. Lindemann
Notary Public

Commission expires 12-27-88

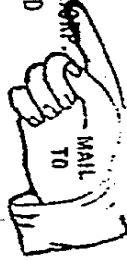
RECORD DATA

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RELEASE DEED

TO

MAIL TO:
SOLDIER ACCEPTANCE CORP
2001 MIDWEST ROAD
SUITE 209
OAK BROOK, IL 60521



Property of Cook County Clerk's Office

12/28/07

DEPT-01 RECORDING \$12.25
T#2222 TRAN 5773 12/19/07 13:54:00
#1136 # B *-07-655677
COOK COUNTY RECORDER

66985928

RE C6

669859-48-

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3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(i) at judicial sale pursuant to the provisions of 28 U.S.C. 2001(a); or

(ii) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(iii) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

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MORTGAGE

JOSE VILLARREAL AND
ROSA VILLARREAL

SMALL BUSINESS ADMINISTRATION

RECORDING DATA

RETURN TO:

Name... SMALL BUSINESS ADMINISTRATION
DISASTER ASSISTANCE - AREA 2
Address 120 RALPH MCGILL BOULEVARD, N. E.
14TH FLOOR
ATLANTA, GEORGIA 30308

My Commission Expires:

August 7, 1989

Notary Public

Sharon R. Duvick

I, Sharon R. Duvick, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT JOSE VILLARREAL AND ROSA VILLARREAL are persons whose names 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 waiver of rights and benefits under and by virtue of the Homestead exemption laws of the State of Illinois, and federal law.

day of November

GIVEN under my hand and seal this

1989

COUNTY OF Cook STATE OF ILLINOIS

(Add Appropriate Acknowledgment)

Witnessed and signed in the presence of the following witnesses:

Terry J. Miller, Attorney Advisor
Small Business Administration
Disaster Assistance Area 2
120 Ralph McGill Boulevard, N.E.
14th Floor
Atlanta, Georgia 30308

THIS INSTRUMENT PREPARED BY:
In Witness Whereof, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 1524 39TH AVENUE, STONE PARK, ILLINOIS 60168 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at P. O. BOX 11696, BIRMINGHAM, AL 35202-1696

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