

# UNOFFICIAL COPY

90233400

RELEASE OF MORTGAGE OR  
TRUST DEED BY CORPORATION

LOAN NO. 689166741

FHLMC # \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That the AMERICAN SAVINGS AND LOAN ASSOCIATION OF FLORIDA

a corporation of the State of FLORIDA, for and in consideration of the payment of  
the indebtedness secured by the MORTGAGE hereinafter mentioned, and the cancella-  
tion of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is

herby acknowledged, does hereby GRANT, RELEASE, CONVEY AND QUIT CLAIM unto  
WILLIAM H. THOMPSON & COMPANY, INC. (Name and Address)  
9017 South Carpenter Chicago, Illinois 60620

heirs, legal representatives and assigns, all the rights, title, interest, claim or demand  
whatsoever it may have acquired in, through or by a certain mortgage bearing date the  
9th of the 10th, 19 62, and recorded in the Recorder's Office of COOK  
County, in the State of ILLINOIS, in Book \*\* of records, on page \*\*, as Document  
No. 18 528 390, to the premises therein described, situated in the County of COOK  
State of ILLINOIS, as follows, to wit:

Lot 42 in Block 2 in W.O. Cole's subdivision of the East half of the South 20 acres  
of the West half of the Northeast quarter and the West 4.21 acres of the South  
20 acres of the East half of the Northeast quarter of Section 5, Township 37 North  
Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Fax I.D. No. 25 05 229 007  
Commonly known as: 9017 South Carpenter

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

IN TESTIMONY WHEREOF, the said AMERICAN SAVINGS AND LOAN ASSOCIATION OF FLORIDA  
has caused these presents to be signed by its Vice President and attested by its  
Assistant Secretary, and its corporate seal to be hereto affixed, this 17 day of  
November, 19 87.

AMER. SAV. & LOAN ASSOC.  
OF FLORIDA

By: Ellis McKay  
Ellis McKay Vice President  
Attest: Rita Gonzalez  
Rita Gonzalez Assistant Secretary

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: \_\_\_\_\_ (Name) \_\_\_\_\_ (Address)

Citicorp Savings of Illinois  
One South Dearborn Street  
Chicago, Illinois 60603

17

90233400

90233400

# UNOFFICIAL COPY

STATE OF Florida  
COUNTY OF Dade } SS.

I, Alice M Cary

in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ellis McKay  
personally known to me to be the Vice President of the American Savings  
and Loan Association of Florida, a corporation, and Rita Gonzalez  
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 acknowledge that as such  
Vice President and Assistant Secretary, they signed and delivered the  
said instrument as Vice President and Secretary 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 of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Official seal this 17 day of November 19 87

*Alice M. Cary*  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. OCT 28 1990

30233100

Release Deed  
By Corporation

TO

ADDRESS OF PROPERTY:

MATT. TO:  
Box 298 PJS

# UNOFFICIAL COPY

This Indenture, made this 12th day of March A.D. 1973, between LaSalle National Bank, a national banking association (Chicago, Illinois, as Trustee under the provisions of a Deed or Deeds in Trust, duly recorded and delivered to said Bank in pursuance of a trust agreement dated the 7th day of July 1973, and known as Trust Number 2455, party of the first part, and MICHAEL ADAMS, a bachelor, party Y of the second part,

(Address of Grantee(s)) 9017 S. Carpenter Street  
Chicago, Illinois 60620

Witnesseth, that said party of the first part, in consideration of the sum of TEN AND NO/100----- Dollars (\$ 10.00 ) and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party Y of the second part, the following described real estate, situated in COOK County, Illinois, to wit:

Lot 42 In Block 2 in Cole's Subdivision of the East half of the South 20 Acres of the West half of the North East Quarter and of the West 4.21 Acres of the South 20 acres of the East half of the North East Quarter of Section 5, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

30233400

together with the tenements and appurtenances thereunto belonging.

To Have And To Hold the same unto said party Y of the second part as aforesaid and to the proper use, benefit and behoof of said party Y of the second part forever.

Property Address: 9017 S. Carpenter St. Chicago, IL

Permanent Real Estate Index Number: 25-05-229-007

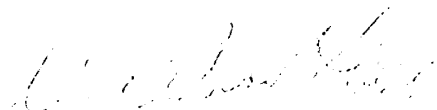
SUBJECT TO: General taxes for 1986 and subsequent years; Restrictions and Conditions of record.

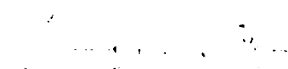
This Deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said Deed or Deeds in Trust delivered to said Trustee in pursuance of the trust agreement above mentioned. This Deed is made subject to the lien of every first Deed or Mortgage of any there be of record in said county affecting the said real estate or any part thereof given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

In Witness Whereof, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice President and attested by its Assistant Secretary, the day and year first above written.

Attest:

LaSalle National Bank  
as Trustee as aforesaid.

  
Assistant Secretary

By   
Assistant Vice President

This instrument was prepared by

William H. Dillon  
:CB

LaSalle National Bank  
Real Estate Trust Department  
135 South LaSalle Street  
Chicago, Illinois 60600

# UNOFFICIAL COPY

State of Illinois  
County of Cook

SS.

I, \_\_\_\_\_ a Notary Public in and for said County,

in the State aforesaid, **Do Hereby Certify** that Corinne Bek

Assistant Vice President of LaSalle National Bank, and William H. Dillon

Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

**Given** under my hand and Notarial Seal this 13th day of March, A.D. 19 87

*[Signature]*  
Notary Public

Property of Cook County Clerk's Office  
30233100

Box No. . . . .

TRUSTEE'S DEED

Address of Property . . . . .

**LaSalle National Bank**

Trustee  
To

**LaSalle National Bank**  
135 South LaSalle Street  
Chicago, Illinois 60690

# UNOFFICIAL COPY

MORTGAGE

THIS MORTGAGE is made this 12 day of March, 1987, between the Mortgagor, Michael P. Adams, Bachelor (herein "Borrower"), and the Mortgagee Apex National Mortgage Corp., a corporation organized and existing under the laws of Pennsylvania, whose address is Horsham Business Park, Bldg #1, 300 Welsh Rd, Horsham, PA 19044 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 35,500.00 which indebtedness is evidenced by Borrower's note dated March 12, 1987 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 17, 2002.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with the interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, convey and warrant to Lender the following described property located in the County of Cook State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State:

SEE EXHIBIT "A" ATTACHED HERETO  
AND MADE A PART HEREOF.

Permanent Real Estate Tax Numbers:

30233400

which has the address of 9017 S. Carpenter, Chicago  
(Street) (City)  
Illinois 60620 (herein "Property Address");  
(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

BORROWER covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Payment of Taxes.** The Borrower shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the Property or any part thereof, without any deduction or abatement, when due and shall produce to the Lender upon its request receipts for the payment thereof in full.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note or this Mortgage may be applied by Lender first in payment of any amounts payable by Borrower under paragraphs 2 and 5 hereof, and shall then be applied to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. The Borrower will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to the Lender at its request evidence of payment thereof.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Development.** Borrower shall keep the property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forfeiture by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forfeiture by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, shall be deemed to have signed this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, and not personally under the Note or under this Mortgage, and he agrees that Lender and any other borrower hereunder may agree to extend, modify, repair or make any other accommodations with regard to the terms of this Mortgage or this Note without that Borrower's consent and without releasing that Borrower or discharging this Mortgage as to that Borrower's interest in the Property.

UNOFFICIAL COPY

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of Property. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

17. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage or the Note, including the covenants to pay when due any sums secured by this Mortgage or payable pursuant to the Note, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

19. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

21. No Merger. If the Lender acquires an additional or other interest in the Property then, unless a contrary intent is manifested by the Lender as evidenced by an express statement to that effect in an appropriate recorded document, this Mortgage and the lien hereof shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

22. Execution by Trustee. If this Mortgage is executed by a Borrower, which is a trustee, then this Mortgage is executed by the Borrower not personally but as trustee in the exercise of the power and authority conferred upon and vested in it as trustee (and Borrower hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note shall be construed as creating any liability on or of the trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereinafter, or to perform any covenant either express or implied herein, all such liability, if any, being expressly disclaimed and waived by the trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee personally is concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided or by action to enforce the personal liability of the guarantor, if any.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness:

Schaere Kuntze

Michael P. Adams, Michael Adams, Borrower

Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: 200 Jenkintown Commons, Jenkintown, Pennsylvania 19046.

On behalf of the Lender, By: Timothy Sweeney Title: General Manager

ACKNOWLEDGEMENT BY INDIVIDUAL

State of Illinois )
County of DuPage )
Notary Public

The foregoing instrument was acknowledged before me this 12th day of March, 1987.

Schaere Kuntze, Notary Public, My commission expires: 12/31/1990

ACKNOWLEDGEMENT BY CORPORATION OR BANK

State of Illinois )
County of )
Notary Public

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 19\_\_.

Notary Public, My commission expires: \_\_\_\_\_

ACKNOWLEDGEMENT BY PARTNERSHIP

State of Illinois )
County of )
Notary Public

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 19\_\_.

Notary Public, My commission expires: \_\_\_\_\_

000000000