### UNOFFICIAL COPY, 2

PREPARED BY: United Federal Bank 301 West Galena Blvd Aurora, Il 60507 Ken Amstutz

91410972

#### RELEASE DEED

KNOW ALL MEN BY THESE PRESENTS that United Federal Bank, F.S.B., formerly know as Enterprise Savings Bank F.A., a Federally chartered savings and loan association, 301 W. Galena Blvd, Aurora, II 60507, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby RELEASE, CONVEY and QUITCLAIM unto:

First Chicago Trust Company of Illinois, as Trustee under Trust Agreement dated October 1, 1990 and known as Trust Number 25-10992.

its successors and assigns, all of the right, title, interest, claim or demand whatsoever, which the uncersigned may have acquired in, through or by each of the following instruments, each filed for record in the office of the Recorder of Deeds of Cook. County, Illinois:

Junior Assignment of Reats and Leases dated <u>October 1, 1990</u> and recorded <u>October 16.</u> 1990 as document # 90500756.

Each of the above described instruments encumbered the real estate legally described as:

See Exhibit A attached and made a part of this document.

DEPT-01 RECORDINGS T#1111 TRAN 1556 08/13/91 12:02:00 #9005 # A # 91 4 10972 COOK COUNTY RECORDER

Permanent Real Estate Tax number(s): 17 04-223-013.

IN WITNESS WHEREOF, United Federal Fank has caused these present to be signed by its Vice President and attested to by its Assistant Secretary, and its corporate seal to be hereunto affixed this 6th day of August 1991

United Federal Lank F.S.B.

Judy Knúísor Assistant Vice P. csident

Ken Amstutz

Assistant Secretary
State of Illinois

State of Illinois County of Cook

The foregoing instrument was acknowledged before me this 6th day of August, 1991,

Assistant Vice President of United Federal Bank, on

behalf of the Corporation.

My Commission expires:\_\_\_\_\_

RELEASE DEED STAMP:

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

OFFICIAL SEAL
INIA M. SCHROEDER
MCTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-1-92

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#### EXHIBIT A

#### LEGAL DESCRIPTION

LOTS 12 AND 13 IN ASSESSOR'S DIVISION OF LOTS 16 AND 23, BOTH INCLU-SIVE, IN BRONSON'S ADDITION TO CHICAGO, IN THE HORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 HORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address of Property:

1260 North Dearborn Street

Chicago, Illinois

ax Oochtook Ook Counting Permanent 'ax Index Number(s):

17-04-223-013

MAIR TO SINON EDELSTEIN 939 W Grace Caicago Il 60613

91410972

NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. SEPT, 22,1992

## MC 7 3A 3 (IL) I OIS)

33410973 THIS INDENTURE, made July 1 19.91 between Cole Taylor Bank as Trustee under Trust Agreement dated May 8, 1979 and known as Trust No. 79-239 DEPT-01 RECORDINGS \$15.
TE1111 TRAN 1557 08/13/91 12:05:00
\$9006 \$ A \*-91-410973
COOK COUNTY RECORDER 350 E. Dundee Rd., Wheeling, Illinois 60090
(NO.ANOSTREET) (CITY) (STATE)
herein referred to as "Mortgagors," and Jan Hajkaluk and Maria Hajkaluk or the survivor of them 6346 Parkside Dr., Newport Richey, Florida 34653
(NO AND STREET) (CITY) (STATE) Above Space For Recorder's Use Only DOLLARS (\$ 90,000.00 ), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to by the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the last day of June 101 or upon the death of the survivor of the legal holder thereof, whichever occurs first, and an interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment. For at the office of the Mortgagee at 6346 Parkeide Drive, Newport Richey, FL 34653 NOW, THEREFOR E. the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mort sag., and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of in Pollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee. Su cessions and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the VILLACL SE SKOKIE. COUNTY OF COOK. ... AND STATE OF ILLINOIS, to wit: LOT 155 AND THE SCUTH 15 FEET OF LOT 156 IN TALMAN AND THIEL'S CRAWFORD NILES CENTER SUBDIVISION BEING A SUBDIVISION OF LOTS 1, 2, 5 AND 6 IN SUBDIVISION OF LOT: 2 AND 3 IN SUPERIOR COURT PARTITION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22 AND THE SOUTHWEST 1/4 OF SECTION 23 ALL IN TOWNSHIP 41 NORT:, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. 91410973 which, with the property hereinafter described, is referred to herein as the "premises," Permanent Real Estate Index Number(s): 10-22-415-045 Address(es) of Real Estate: 8229 N. Keystone, Skolife, Illinois 60076 TOGETHER with all improvements, tenements, easements, fixtures, and apple of a vees thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged or in arily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply hereo, and it is agreed that leaders, and ventilation, including (without restricting the fore going), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to one a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successor, and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption, away, the State of Illinois, which said rights and henefits The name of a record owner is

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the evene side of this mortgage) are incorporated becein 1 y reference and are a part hereof and shall be binding on Mortgagora, their heirs, successors and assigns This Navgage is executed by the undersugated personally but he Truster and at the exercise of the power and authority unforced upon and vested in it as such it ruster and the raigned thereby warrants that it pussesses full power and authority to execute this instrument), and it is expressly understood and agree of the nothing herein or it said Note or execute and other trust as creating any liability on the undersigned personally to pay the said Note or any interest that may excrue therein, or any intelleted entering one perform so, concentrations or insight decreased all out it intelleted in the performance of the Morraggee and by every person now or hereafter claims; any right or security hereinder, and thus that as the magnet and its successors personally are concerned, the legal holder of tailed not decrease and the united any indeltedness according to the personal concerned of the feet holder of tailed the manner herein and in said Note provided or by action to enforce the present liability of the guarantor, if any , me personally but as trustee as aforesaid, has caused these presents to be signe ( by e ... Vac President. IN WITNESS WHEREOF, COLE TAYLOR BANK lst COLE TAYLOR BANK Assistant Secretary 91410973 STATE OF ILLINOIS Cook the undersigned COUNTY OF . a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ... Phyllis Lindstrom .and \_\_\_Sharon Mikosz COLE TAYLOR BANK of said thank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers appeared before me this day in person and as knowledged that they agreed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said thank, as Trustee as aloresaid, for the uses and purposes therein set forth; and the said Trust Officer-Assistant then and there be acknowledged that said a custodian of the corporate seal of said blank to said matrument as said Assistant Prose Officer-Assistant Canheir's won free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth. OFFICIAL SEAL MA FABIAN

Given under my hand and Notarial Seal the ...

Ema Falem

July

- THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PICE THE REVERSE SIDE OF THIS MORTGAGE):

  1. Mortgagors shall (1) prompily repair, restore or rebind any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens betein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgage's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or require Mortgagors to make such payment or (h) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmfless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and will distorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or reperting the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, snall deliver renewal policies not fess than ten days prior to the respective dates of expiration.
- 7. In case of default the en. Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner defined expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, of a rage, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or interest in connection therewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and sith interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any soft account of the Mortgagors.
- 8. The Mortgagee making any paymen' bereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeite. Ax lien or title or claim thereof.
- 9. Mortgagors shall pay each item of indebte are a herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgage and without no ice to Mortgagors, all unpaid indebtedness seconed by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Mortgagors I ere a contained.
- 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be partor incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all luch abstracts of title, title searches, and examinations, title insurance epolicies. Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to procecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the lattre in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest tate now permuted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, in udding probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (c) preparations for the defense of any actual or threatened such a proceeding which might affect the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding pargraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpend on the note; fourth, any overplus to Mogagors, their heirs, legal representatives or assigns, as their rights may appear.
- gagors, their neirs, legal representatives or assigns, as their rights may appear.

  12. Upon or at any time after the filing of a complaint to foreclose this mortgage the equit in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the solvency of mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issue and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in other lien which may be or become superior to the lien hereof or of such decree, provided such application is reade prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall by permitted for that purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
- 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness tereby and payment of a reasonable fee to Mortgagee for the execution of such release. 17. Morts secured hereby
- 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under of through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagees" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.