

UNOFFICIAL COPY
Know All Men by These Presents, that

91105191

HERITAGE COUNTY BANK AND TRUST COMPANY

a Corporation organized and existing under the laws of the State of Illinois, with office in the City of Blue Island, County of Cook and said State, as (TRUSTEE, MORTGAGEE) for and in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby confessed,

-91-195191

and the satisfaction of the indebtedness secured by, and the cancellation of all the notes described in, a certain (Trust Deed, ~~Mortgage~~) dated the 22nd day of August, A. D., 1986, filed for record in the (Recorder's, ~~Recorder's~~) office of Cook County, Illinois, on the 2nd day of September, A. D., 1986, as Document No. 86387072 and recorded in said (Recorder's, Registrar's) office in Book _____ of Records at Page _____, does hereby remise, convey, release and quit claim unto

Richard Smigleski and Gwendolyn Smigleski, his wife

all the right, title, interest, claim or demand whatsoever which it, the said (TRUSTEE, MORTGAGEE) may have acquired in, through, or by, the said (Trust Deed, Mortgage) to _____ the premises situated in the _____ County of Cook and State of Illinois, therein described as follows, to-wit:

See legal description attached

7243 W. 152nd Ct., Orland Park, IL Unit #34

DEPT-01 RECORDS 814.00
148855 TRAN 910 04/26/91 19:15:00
12151 E 8-21-1986 12:12:12
COOK COUNTY RECORDER

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE VOID IF THE RECORDER OF DEEDS IN THE COUNTY WHERE THE MORTGAGE OR DEED OF TRUST WAS FILED.

91105191

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

THIS INSTRUMENT PREPARED BY:

Jan Meyer
HERITAGE BANK & TRUST
12015 SOUTH WESTERN AVENUE
BLUE ISLAND, ILLINOIS 60406

As Used in this Document, the Term
Heritage County Bank and Trust Company
SHALL MEAN
HERITAGE BANK AND TRUST COMPANY

In Witness Whereof, the said HERITAGE COUNTY BANK AND TRUST COMPANY has caused its Corporate Seal to be hereto affixed and THESE PRESENTS to be executed in its behalf as (TRUSTEE, MORTGAGEE) aforesaid, by its Vice President and attested by its ASST. Secretary, at Blue Island, Illinois, this 31st day of January, A. D. 1990.

HERITAGE COUNTY BANK AND TRUST COMPANY,

as (Trustee, Mortgagee)

By Steve E. Fenske

Vice President

Attest:

Cheryl A. Rutgens


Asst. Secretary

Return to: Terence O'Neil Attorney at Law
19150 Wolf Rd. Mokena, Ill 60448

1400

BOX 15

RELEASE DEED

 Heritage County Bank

AS (TRUSTEE, MORTGAGEE)

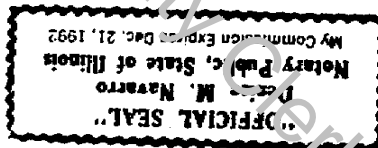
TO

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RECORDER'S CERTIFICATE

ISS 4-03-02-05

Property of Cook County Notary Public's Office



Notary Public, Cook County, Illinois

Almon B. Rutgens

do hereby certify that _____, a Notary Public in and for said county, in the State aforesaid as _____ Secretary, of Heritage County Bank and Trust Company, who are both personally known to me to be such officers and to be the same persons whose names are subscribed to the foregoing instrument as such _____ Vice Pres-ident and _____ Asst. Secretary respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such _____ Vice President and _____ Asst. Secretary respectively, and as the free and voluntary act and deed of said Heritage County Bank and Trust Company, as (Trustee, Mortgagee) for the uses and purposes therein set forth.

And the said _____ Asst. Secretary, being first duly sworn, on oath, deposes and says that the SEAL af- fixed to the foregoing instrument is the true and genuine Corporate Seal of said Heritage County Bank and Trust Company, and was by him there to affixed by virtue of the power and authority conferred upon him by the By-Laws of said Bank.

Given under my hand and Notarial Seal this _____ day of _____, A.D. 1990

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STATE OF ILLINOIS
COUNTY OF COOK

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Unit 34 in Catalina Villas Condominium III as delineated on a survey of the following described real estate: Part of Lot 6 (except the South 242.00 feet of the East 185.00 feet) in Silver Lake Gardens Unit 8, a subdivision of part of the East half of the Northeast quarter or Section 13, Township 36 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium made by Catalina Construction Corporation, an Illinois Corporation, recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document Number 86296707 together with its undivided percentage interest in the Common Elements.

Party of the first part also hereby grants to parties of the second part, their 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 aforementioned Declaration, and party of the first part reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This Deed is conveyed on the conditional limitation that the percentage of ownership of said grantees in the common elements shall be divested pro tanto and vest in the grantees of the other units in accordance with the terms of said declaration and any amended declarations recorded pursuant thereto, and the right of revocation is also hereby reserved to the grantor herein to accomplish this result. The acceptance of this conveyance by the grantees shall be deemed an agreement within the contemplation of the Condominium Property Act of the State of Illinois to a shifting of the common elements pursuant to said declaration and to all other terms of said declaration which is hereby incorporated herein by reference thereto, and to all the terms of each amended declaration re-recorded pursuant thereto.

Permanent Index Number: 27-13-206-001

Pty Address: Unit 34 - 7243 W. 152nd Court, Orland Park, Illinois

86387072

Jr Clerk's Office

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Property of Cook County Clerk's Office

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UNOFFICIAL COPY CONDOMINIUM RIDER

Loan # 2005-10329

THIS CONDOMINIUM RIDER is made this **26th** day of **April**, 19 **91**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

MIDLAND FINANCIAL MORTGAGES, INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1316 MAPLE, UNIT F-3, EVANSTON, ILLINOIS 60201

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

1316 MAPLE CONDOMINIUM

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

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

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;


(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or


(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.



JOHN P. IFFERT (Seal)
-Borrower



KIMBERLIE IFFERT, HIS WIFE (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1900.

JOHN W. ...
CLERK OF THE COURT

...

PROPERTY OF COOK COUNTY CLERK'S OFFICE

...

...

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