

UNOFFICIAL COPY

91231845

1989 JUN 7

Know all Men by these Presents, that the

SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

a corporation existing under the laws of the UNITED STATES OF AMERICA, for and in consideration of one dollar, and for other good and valuable considerations, the receipt whereof is hereby confessed, does hereby Remise, Convey, Release and Quit-Claim unto Carlisle Ridge Trust and Savings Bank as Trustee under Trust Agreement dated

February 1, 1989 and known as Trust number 89-2-1

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 deed dated the 13th day of February, A.D. 1989, and recorded in the Recorder's office of Cook County, in the state of Illinois, as Document No. 890,854,91, and a certain Assignment of Rents dated the day of A.D. 19 and recorded in the Recorder's office of Cook County, in the State of Illinois, as Document No. , to the premises therein described, situated in the County of Cook and State of Illinois, as follows, to wit:

LEGAL DESCRIPTION:

ATTACHED:

UNIT NUMBER 30 AND 01 IN HIDDEN VALLEY CONDOMINIUMS UNIT THREE, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

PARCEL I:

THAT PART OF THE EAST 9.34 ACRES (EXCEPT THE SOUTH 305 FEET THEREOF) OF THE WEST 14.34 ACRES OF THE EAST 24.34 ACRES OF THE WEST 28.34 ACRES LYING SOUTH OF THE CALUMET FEEDER OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING 690.84 FEET NORTH AND 140.97 FEET EAST OF THE SOUTHWEST CORNER; THENCE SOUTH 53 DEGREES 26 MINUTES 26 SECONDS EAST 75 FEET; THENCE NORTH 36 DEGREES 33 MINUTES 34 SECONDS EAST 110 FEET; THENCE NORTH 53 DEGREES 26 MINUTES 26 SECONDS WEST 75 FEET; THENCE SOUTH 36 DEGREES 33 MINUTES 34 SECONDS WEST 110 FEET TO THE POINT OF BEGINNING WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY MARQUETTE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1986, AND KNOWN AS TRUST NO. 11512 RECORDED IN THE OFFICE IN THE RECORDER OF DEEDS OF COOK COUNTY OCTOBER 9, 1987 AS DOCUMENT NUMBER 87-550,530, TOGETHER WITH HIS PERCENTAGE OF THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION (EXCEPTING THEREFROM ALL THE SPACE COMPRISING ALL THE OTHER UNITS) AS SET FORTH IN SAID DECLARATION, ALL IN COOK COUNTY, ILLINOIS.

PARCEL II:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I AS SET FORTH IN THE DECLARATION OF CONDOMINIUM RECORDED OCTOBER 9, 1987 AS DOCUMENT NUMBER 87-550,530 AND AS CREATED BY A GRANT OF EASEMENT FROM STATE BANK OF COUNTRYSIDE, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 29, 1986 AND KNOWN AS TRUST NUMBER 198, RECORDED SEPTEMBER 4, 1987 AS DOCUMENT NUMBER 87-488,978 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

In the State of Illinois, I, Sherri L. Dano, Notary Public, personally known to me to be the Vice President of the SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO and Carol L. Diaz, personally known to me to be the Asst. Secretary of said corporation 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 said 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 7th day of June, A.D. 19 91.

Sherri L. Dano

NOTARY PUBLIC

10/11  
78-95 8266

14 00

91231845

91231845

054036

BOX \_\_\_\_\_

**Release of Mortgage**  
BY CORPORATION

BOX 333 - TH

Mailed to

*Evann Muehlen  
907 W. Elm St.  
Homewood, IL 60521*

**UNOFFICIAL COPY**

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHOULD BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED."

(THIS INSTRUMENT WAS PREPARED BY)  
SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION  
3525 WEST 83RD STREET  
CHICAGO, ILLINOIS 60629

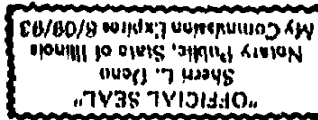
By *[Signature]*

Property of Cook County Clerk's Office

UNOFFICIAL COPY

NOTARY PUBLIC

3 4 5



GIVEN under my hand and notarial seal, this 27th day of June, 1991

IN TESTIMONY WHEREOF, the said SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its Vice President, and attested by its Secretary, this 27th day of June, 1991.

STATE OF ILLINOIS  
COUNTY OF COOK

By: *[Signature]* President  
Attest: *[Signature]* Secretary

SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO  
President, and attested by its Vice President, and attested by its Secretary, this 27th day of June, 1991.

91281845

PROPERTY ADDRESS: 10845 South 84th Avenue USA & GI  
Palos Hills, Illinois 60465  
PERMANENT INDEX NO: 23-14-400-080  
1991 JUN 12 PM 11 10

PROPERTY OF COOK County Clerk's Office

91281845

654036

UNOFFICIAL COPY

Property of Cook County Clerk's Office

BOX \_\_\_\_\_

**Release of Mortgage**  
BY CORPORATION

BOX 333-TH

Mailed to  
Brian Mulhern  
907 No. Elm St.  
Homewood, IL 60521

**FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHOULD BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED."**

(THIS INSTRUMENT WAS PREPARED BY)  
SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION  
3525 WEST 63rd STREET  
CHICAGO, ILLINOIS 60629

By: *[Signature]*

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

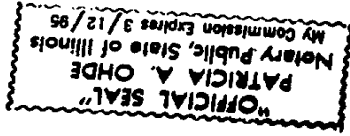
**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

91291870

# UNOFFICIAL COPY



This instrument was prepared by  
Midland Federal Savings and Loan  
Lenore Faulk  
(Name)  
8929 S. Harlem Avenue, Bridgeview, IL  
(Address)

Patricia A. Ohde  
Notary Public

My Commission expires: 3/12/95

Given under my hand and official seal, this 11th day of June, 1991

forth.

and delivered the said instrument as their  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
do hereby certify that Joseph A. Betnaraukas and Monica A. Betnaraukas, his wife  
, personally known to me to be the same person(s) whose name(s) are  
free and voluntary act, for the uses and purposes therein set

I, the Undersigned  
a Notary Public in and for said county and state,  
County ss: Cook

Cook

STATE OF ILLINOIS.

Social Security Number 351-58-2253

Monica A. Betnaraukas  
(Seal) Monica A. Betnaraukas

Social Security Number 320-50-5113

Joseph A. Betnaraukas  
(Seal) Joseph A. Betnaraukas

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument  
and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Condominium Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Balloon Rider
- Rate Improvement Rider
- Other(s) [specify]
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

04816216

⊗