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

91339159

DEPT-01 RECORDING \$13.29
TW222 TRAN 3661 07/09/91 12:21:00
W7407 # B * - 91-339159
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

KNOW ALL MEN BY THESE PRESENTS, That First Nationwide Bank, A Federal Savings AS ATTORNEY IN FACT FOR PATHWAY FINANCIAL, F.A., FORMERLY Bank, CHICAGO FEDERAL SAVINGS & LOAN ASSN.

a corporation of the United States, for and in consideration of the payment of the indebtedness secured by the mortgage hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, does hereby Remise, Release, Convey and Quit Claim unto WALTER DANCO AND SUSAN DANCO, HIS WIFE

3300 N. LAKE SHORE DRIVE UNIT 2-E
CHICAGO, IL 60611

heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain mortgage, bearing date the 7TH day of MAY 1976 and recorded in the Recorder's Office of COOK County, in the State of Illinois, in book XXX of records, on page XXX, is document No. 23 506 674 to the premises therein described, situated in the County of COOK, State of Illinois, as follows, to wit:

SEE ATTACHED LEGAL DESCRIPTION

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

In testimony whereof, First Nationwide Bank, A Federal Savings Bank 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 3RD day of JUNE 1991

Pawan R. Chand

Notary

By: *[Signature]*
KEVIN POYSTER Vice President

Attest: *[Signature]*
KELLY BECHER Assistant Secretary

This instrument was prepared by:
First Nationwide Bank
P.O. Box 348030
Sacramento, CA 95834

LOAN # 5311170/DANCO
ESCROW #

13²⁹

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E# 453147 G# 64-3
See files attached hereto and made a part hereof

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THIS INDENTURE WITNESSETH: That the undersigned,

WALTER DANCO AND SUSAN DANCO, HIS WIFE

of the CITY OF CHICAGO County of COOK State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

CHICAGO FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of COOK in the State of Illinois, to wit:

Unit No. 2-E as delineated on the Survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): The South 100 feet of Lots thirty six (36), thirty seven (37), thirty eight (38) and thirty nine (39) and the South 100 feet of that part of Lot forty (40) lying West of the West line of Sheridan Road in Block three (3) in Lake Shore Subdivision of Lots twenty four (24), twenty five (25) and twenty six (26) in Pine Grove, in Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium Ownership and By-laws, Easements, Restrictions and Covenants for 3300 Lake Shore Drive Condominium made by Michigan Avenue National Bank of Chicago, a National Banking Association, as Trustee under Trust Agreement dated June 1, 1973, and known as Trust No. 2371, and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 22632555 together with an undivided 1.08% interest in the Parcel (excepting from the Parcel all the property and space comprising all of the Units thereof as defined and set forth in said Declaration and Survey).

14-21-310-055-1065

Mortgagor also hereby grants to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said real estate set forth in the aforementioned Declaration.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants

may be made by the Mortgagee under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other lien created on the premises out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments and all expenses of every kind, including attorney's fees incurred in the exercise of the powers herein given, and from time to time pay any balance of income not in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure and on the delivery of the proceeds of any sale, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph, unless commenced within sixty days after Mortgagee's possession ceases.

TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, appurtenance, apparatus and equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE:

1. The payment of a note executed and delivered concurrently and of even date herewith by the Mortgagor to the Mortgagee in the sum of

THIRTY TWO THOUSAND AND NO/100 22,000.00



Walter and Susan Danco
3300 N. Lake Shore Drive - 2E
Chicago, IL 60657

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