

# UNOFFICIAL COPY

92490544

## RELEASE OF MORTGAGE OR DEED OF TRUST

WHEREAS, the Federal Deposit Insurance Corporation was duly appointed AS LIQUIDATOR OF CITIZENS NATIONAL BANK AND TRUST COMPANY ("Financial Institution"), by the appropriate chartering authority and succeeded to all the rights, titles, powers and privileges of the Financial Institution.

NOW, THEREFORE, the Federal Deposit Insurance Corporation AS LIQUIDATOR OF CITIZENS NATIONAL BANK AND TRUST COMPANY for and in consideration of One Dollar and 00/100 (\$1.00), and for other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby remise, release, convey and quit claim unto JAMES W. COLE, its heirs, legal representatives and assigns, all right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Mortgage dated January 22, 1988, Recorded as Document No. 88092173, in the Recorder's Office of Cook County, State of Illinois, to wit:

SEE ATTACHED.

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

IN WITNESS WHEREOF, the undersigned has caused its name to appear to these presents by its duly authorized representative as of this 18th day of June, 1992.

FEDERAL DEPOSIT INSURANCE CORPORATION AS LIQUIDATOR OF CITIZENS NATIONAL BANK AND TRUST COMPANY

By James P. Murphy  
Assistant Managing Liquidator

92490544

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK    )

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared James P. Murphy, with whom I am personally acquainted, and who upon oath, acknowledged himself to be a representative of the Federal Deposit Insurance Corporation, a United States Corporation, and that he as such being dully authorized to so do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such representative.

Given under my hand and official seal, this 18th day of June, 1992.

Christine P. Klimah  
Notary Public  
My Commission Expires: 3/25/96

OFFICIAL SEAL  
CHRISTINE P. KLIMAH  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXP: 3/25/96

This instrument was prepared by: Steve Dave  
Federal Deposit Insurance Corporation  
9525 West Bryn Mawr Avenue  
Columbia Centre III  
Rosemont, Illinois 60018

DEPT-01 RECORDINGS \$23.00  
T#9999 TRAN 6977 07/07/92 10:00:00  
#7190 # \*--92-490544  
COOK COUNTY RECORDER

\$23.00

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Property of Cook County Clerk's Office

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Witness the hand of [Name] and seal of [City] this 22nd day of January, 1988

This mortgage consists of two pages. The covenants, conditions and provisions appearing on the reverse side of this mortgage are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging to the mortgagors and profits thereof for so long and during all such times as the mortgagors may be entitled thereto (which are pledged primarily 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 heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, door coverings, radiator beds, awnings, stoves and water heaters. All of the foregoing are declared to be 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 the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

which with the property hereinafter described, is referred to herein as the "premises." FEDERAL DEPOSIT INSURANCE CORPORATION  
Permanent Index No.: 16-05-430-032-0000 Volume 547 ALL SET  
Commonly known as: 5634 W. Chicago Ave., Chgo, IL  
premises), in Cook County, Illinois.  
principal meridian; also the west 1/2 of the party wall upon or adjacent to the east line of the said of the east 1/2 of the south east 1/4 of Section 5, Township 39 North, Range 13 East of the Third 23, and 24, in Block 15, in W.S. Walker's subdivision of blocks 14 and 15, in Saltsbury's subdivision 1912, and recorded August 30, 1912, in book 12069, page 304, as document number 5034760, said Helen M. Hemingway, his wife, by warranty deed, from Ralph M. Frey and Others, dated August 17, third principal meridian, (except that portion of the said lots, conveyed to James A. Hemingway and subdivision of the east 1/2 of the south east 1/4 of section 5, Township 39 North, Range 13 east of the Lots 20 to 24 both inclusive in Block 15, in W.S. Walker's subdivision of blocks 14 and 15, in Saltsbury's real estate after default in payment for breach of any of the covenants and agreements herein contained), to-wit: successors and assigns, the following real estate situated in the County of Cook, State of Illinois (free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive and free from all right to retain possession of said real estate after default in payment for breach of any of the covenants and agreements herein contained), to-wit:

NOW, THEREFORE, the Mortgagors to secure payment of said note, or any renewals of said note or any additional advances hereafter made by Mortgagee to or on behalf of Mortgagor, and for repayment of any other indebtedness now or hereafter due from Mortgagors to Mortgagee, in accordance with the terms, provisions and limitations of this mortgage and the performance of the covenants and agreements herein contained, MORTGAGE AND WARRANT to Mortgagee, its successors and assigns, the following real estate situated in the County of Cook, State of Illinois

All of said principal and interest being made payable at the office of Mortgagee at 5200 West Chicago Avenue, Chicago, Illinois, or at such other place as the holder of the Note may from time to time appoint in writing. All such payments on account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid principal balance and the remainder to principal. Each of the installments of principal shall bear interest after maturity until paid at the rate provided in said Note.

ment of principal and interest, if not sooner paid, shall be due on the 1st day of February, 1991

1st day of each and every month thereafter until said Note is fully paid except that the final payment of principal and interest shall be due on the 1st day of March 1988, and Eight Hundred One and 10/100 Dollars on the 12-1/2 per cent per annum in installments as follows:

of disbursement on the balance of principal remaining from time to time unpaid at the rate of 12-1/2 per cent per annum in installments as follows:

delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date evidenced by an Installment Note of the Mortgagors of even date herewith, made payable to the order of the Mortgagee and THAT, WHEREAS THE Mortgagors are justly indebted to CITIZENS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Mortgagee, of the City of Chicago, State of Illinois, in the principal sum of (\$65,000.00) Dollars, herein referred to as "Mortgagors", and CITIZENS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, herein referred to as "Mortgagee", witnesseth:

THIS INDENTURE, made January 22, 1988, between James W. Cole

85092173

1300

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INDIVIDUAL REAL ESTATE MORTGAGE INDIVIDUAL 5/74

71-46-765 D1 248