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DEPT-01 RECORDINGS \$23.50
THRU000 FROM 0130 10/16/92 10:11:00
#0261 # *--72--771155
COOK COUNTY RECORDER

RELEASE OF MORTGAGE OR
TRUST DEED BY CORPORATION

KNOW ALL MEN BY THESE PRESENT, that OLD KENT BANK AND TRUST COMPANY, a Michigan Corporation, does hereby certify that OLD KENT BANK NATIONAL ASSOCIATION F.B.A. ELMHURST NATIONAL BANK, TRUSTEE of the county of COOK and State of ILLINOIS for and in consideration of the payment of the indebtedness secured by the MORTGAGE thereafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, do hereby REMISE, RELEASE, CONVEY and QUIT CLAIM unto BONNIE JEANNE NELSON, DIVORCED AND NOT SINCE REMARRIED heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever they may have acquired in, through or by a certain MORTGAGE, bearing date December 16, 1977, and recorded in the Recorder's Office of Cook County, in the State of Illinois, as document No. 24269971, to the premises therein described as follows, situated in the county of COOK, State of Illinois, to wit:

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SEE LEGAL ATTACHED

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

Permanent Real Estate Index Number(s): 18-20-107-111

Address(es) of premises: 55 Briarwood Sq., Indian Head Park, Illinois 60525

Signed, sealed and delivered October 1, 1992.

Witnesses:

John Stolpska

Jeanette M. Bentley

State of Michigan)
County of Kent) no.

OLD KENT BANK AND TRUST COMPANY
By Ann M. Wojcysiak
Its Customer Service Officer

On October 1, 1992, before me, a Notary Public in and for said County, appeared Ann M. Wojcysiak to me personally know, and being duly sworn did say, that she is Customer Service Officer of Old Kent Bank and Trust Company and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and did acknowledge the same to be the free act and deed of said corporation.

Jeanette M. Bentley
Notary Public, Kent County, Michigan
My Commission expires August 21, 1995

This instrument was drafted by:
Jeanette Bentley
Old Kent Bank and Trust Co.
Mortgage Servicing Dept.
1450 East Paris Road
Grand Rapids, MI 49546

Return to:
Bonnie J. Nelson
55 Briarwood Sq.
Indian Head Park, Illinois
60525

2352

UNOFFICIAL COPY

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

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10.00

THIS INDENTURE WITNESSETH: That the Grantor, BONNIE JEANNE NELSON, divorced and not since remarried

of LaGrange in the County of Cook State of Illinois for and in consideration of the sum of \$ 35,750.00 (THIRTY FIVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS) in hand paid, CONVEY and WARRANT TO ELMHURST NATIONAL BANK, TRUSTEE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

of Elmhurst in the County of DuPage in the State of Illinois and to its Successors in Trust hereinafter named, the following described Real Estate, with all buildings and improvements now and hereafter erected or located thereon, including all heating, lighting, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues, and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

Lot 1-8-1 in "Acacia Unit One", being a subdivision of part of the Northwest quarter of Section 20, Township 38 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded on January 12, 1971 as Document No. 21,369,437, in Cook County, Illinois.

This instrument was prepared by Jules V. Moyering, Jr. o/a Elmhurst Nat'l Bank Elmhurst, Illinois 60126

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Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of the State of Illinois IN TRUST, nevertheless, for the purpose of securing the performance of the covenants and agreements herein, WHEREAS, the Grantor BONNIE JEANNE NELSON, is

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of the State of Illinois, and has issued to HER Promissory Note in the principal amount of THIRTY FIVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS

Bearing even date herewith, payable to the order of BEARER and duly delivered by Elmhurst National Bank, Elmhurst, Ill., with interest from date at the rate of 8-3/8% per annum on the unpaid balance until paid, said principal and interest to be payable in installments as follows: TWO HUNDRED NINETY THREE AND 93/100 DOLLARS (\$293.93) on the 27th day of January, 1978, and a like sum on the 27th day of each and every month thereafter until this note is fully paid, except the final payment if not sooner paid, shall be due and payable on the 27th day of December 2002; with privilege of making additional principal payments on any installment payment date; in and by which said note it is provided that in case of default in making payment of any installment of principal or of interest when due in accordance with the terms of said note, or in case of a breach of any of the covenants or agreements herein stipulated, then the whole sum remaining unpaid together with accrued interest thereon, shall, at once, at the election of the legal holder or holders thereof, become immediately due and payable without notice.

Payment of this mortgage may not be assumed by anyone other than the mortgagor without the express written consent of the mortgagee and any assumption without such consent will cause the mortgage and note to become immediately due and payable.

THE GRANTOR, covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon as herein provided, and according to the terms and effect of said note or according to any agreement extending time of payment; (2) to pay all taxes and assessments against said premises when and as the same become due and payable and on demand, to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured against loss by fire, windstorm and such other hazards as companies to be approved by the holder of and in amount equal to said indebtedness and deliver to holder of said indebtedness the insurance policies so written up to require all payments for loss thereunder to be applied in reduction of said indebtedness; and (6) not to suffer any mechanic's or other lien to attach to said premises. In the event of failure so to insure, or pay taxes or assessments, the grantee or holder of said indebtedness, may procure such insurance or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises; and all money so paid, the grantor agrees to repay immediately without demand, and the same, with interest thereon from the date of payment at Seven per cent, per annum, shall be so much additional indebtedness secured hereby.

Evidence of title of the within described property shall be left with the trustee until all said moneys are paid, and in case of foreclosure any abstract together with attorney's opinion based thereon or Quarterly Title Policy and/or Mortgage Policy together with continuations thereof shall become the property of the purchaser of said foreclosure sale.

IN THE EVENT of a breach of any of the above covenants or agreements, the whole of said indebtedness, including principal and all accrued interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of said breach, at Seven per cent, per annum, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express note.

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