

# UNOFFICIAL COPY

SATISFACTION OF MORTGAGE NO. 7 ; 32041575

KNOW ALL MEN BY THESE PRESENTS, That:

- BENEFICIAL ILLINOIS INC.
- BENEFICIAL ILLINOIS INC. d/b/a Beneficial Mortgage Co. of Illinois,
- BENEFICIAL ILLINOIS INC. (formerly known as Beneficial Finance Co. of Illinois, Inc., a Delaware corporation),
- BENEFICIAL OHIO INC. (formerly known as West Beneficial Finance, Inc.), a Delaware corporation,
- BENEFICIAL OHIO INC., a Delaware corporation, successor by way of merger, through a chain of title passing through Capital Financial Services, Inc., to the right, title and interest of Great Lakes Beneficial Finance, Inc. 36 (formerly known as Capital Financial Services Inc. No. 36 ),
- BENEFICIAL ILLINOIS INC. (formerly known as Beneficial Finance Co. of Illinois, Inc. a Delaware corporation, successor by way of merger to the right, title and interest of Beneficial Finance Co. of Chicago, Inc., \*
- BENEFICIAL MORTGAGE HOLDING COMPANY successor by way of merger to the right, title and interest of BENEFICIAL MORTGAGE CO. OF ILLINOIS, INC.,

(the checkmark identifies the Mortgagee)

\*Incorrectly identified in Mortgage as "Beneficial Finance Corporation of Chicago, Inc."

having an office and place of business at 180 West Washington Street, Chicago, County of Cook and State of Illinois, hereinafter referred to as the "Mortgagee", DOZS HEREBY CERTIFY that a certain Indenture of Mortgage, recorded on September 30, 1976, made and executed by Mr. Steven Gagich and his wife, Mrs. Donna Gagich, to the Mortgagee, covering the following described real property in Cook County, Illinois, to wit:

**92041575**

(SEE NEXT PAGE FOR LEGAL DESCRIPTION)

and recorded in the Recorder's office of Cook County, Illinois, in Book N/A of Records, at page N/A, as Document No. 23663202, is, with the Note/Agreement secured by that Mortgage, fully Paid, Satisfied, Released and Discharged.

IN WITNESS WHEREOF the undersigned has caused these presents to be executed by its proper corporate officers and its seal to be hereunto affixed this 24th day of December, 1991.

Attest:

N. A. Witkowski  
N. A. Witkowski, Asst. Secretary

- BENEFICIAL ILLINOIS INC.
- BENEFICIAL OHIO INC.
- BENEFICIAL MORTGAGE HOLDING COMPANY

J. L. Lewis  
J. L. Lewis, Vice President

375/7

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

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Property of Cook County Clerk's Office  
REDACTED

3204475

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STATE OF DELAWARE )  
) ss.:  
NEW CASTLE COUNTY )

## ACKNOWLEDGMENT

I, Jacquelyn B. Martin, Notary Public in and for said county in the State aforesaid, do hereby certify that J. L. Lewis, personally known to me to be the Vice President of:

✓ BENEFICIAL ILLINOIS INC.,  
— BENEFICIAL OHIO INC.,  
— BENEFICIAL MORTGAGE HOLDING COMPANY

a corporation, and N. A. Witkowski, personally known to me to be the Asst. Secretary of said corporation, and personally known to me to be the said persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Asst. Secretary 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 for the uses and purposes set forth.

Given under my hand and official seal this 24th day of December, 1991.

  
Jacquelyn B. Martin, Notary Public  
of the State of Delaware

My Commission Expires: September 19, 1992

This instrument was prepared by: James D. Warren, Esq.  
200 Beneficial Center  
Peapack, NJ 07977

## LEGAL DESCRIPTION

Lot 2 in Block 96 in Calumet and Chicago Canal and Dock Company's Subdivision of parts of Section 5 and Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 26-06-321-009-0000

Property Address: 2825 E. 93rd Street, Chicago, Illinois 60617

Mail To:  
Sam Farzgarovich

9714 Commercial  
Chicago, IL 60617

32041575

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BEST COPY

MORTGAGE

23 603 202

THIS INDEBTEDNESS BEINGEETH That the undersigned,  
 Mr. & Mrs. Steven Caglich and his wife Mrs. Diane Caglich  
 of 2225 K. 53rd Street, County of Cook, State of Illinois, hereinafter referred to as the Mortgagors, do hereby convey and Transfer to Beneficial Finance Corporation of Chicago, Inc., a corporation having an office and place of business at 180 West Washington Street, Chicago, Illinois, Illinois, hereinafter referred to as the Mortgagee the following real estate situated in the County of Cook, State of Illinois, to wit:

Lot 2 in Block 96 in Calumet and Chicago Canal and Dock Company's Subdivision of parts of Section 5 and Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

PREPARED BY:	
MURRAY BENEFICIAL	LOIS LEE
ADDRESS: 110 W. Washington	

TOGETHER with all the buildings and improvements now or hereafter erected thereon and all appurtenances, apparatus and fixtures and the rents, issues and profits the same, of every name, nature and kind.

TO HAVE AND TO HOLD the said property unto said Mortgagee forever, for all uses and purposes 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 Mortgagors do hereby release and waive.

This mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the Mortgagor, evidenced by the Mortgagors' Note of even date herewith in the Principal sum of Four thousand, Seven hundred and sixteen dollars and 100 dollars (\$4716.00), together with interest in accordance with the terms thereof; (2) Any additional advances made by the Mortgagee to the Mortgagors or their successors in title, prior to the cancellation of this mortgage, and the payment of any subsequent Note evidencing the same, in accordance with the terms thereof; provided, however, that this mortgage shall not at any time secure outstanding principal obligations for more than eighteen thousand dollars (\$18,000.00), plus advances that may be made for the protection of the security as herein contained.

It is the intention hereof to secure the payment of the total indebtedness of the Mortgagors to the Mortgagee within the limits prescribed herein whether the entire amount shall have been advanced to the Mortgagors at the date hereof or at a later date or having been advanced shall have been paid in part and future advances thereafter made. All such future advances so made shall be liens and shall be secured by this mortgage equally and to the same extent as the amount originally advanced on the security of this mortgage, and it is expressly agreed that all such future advances shall be liens on the property herein described as of the date hereof.

THE MORTGAGORS COVENANT: (1) The term "indebtedness" as herein used shall include all sums owed or agreed to be paid to the Mortgagee by the Mortgagors or their successors in title, either under the terms of said Note as originally executed or as modified and amended by any subsequent Note, or under the terms of this mortgage or any supplement thereto or otherwise; (2) To repay to the Mortgagee the indebtedness secured hereby, whether such sums shall have been paid or advanced at the date hereof or at any time hereafter; (3) To pay when due all taxes and assessments levied against said property or any part thereof and to deliver receipts therefor to the Mortgagee promptly upon demand; (4) To keep the buildings and improvements situated on said property continually insured against fire and such other hazards, in such amount and with such carrier as the Mortgagee shall approve, with loss payable to the Mortgagee as interest may appear; (5) Neither to commit nor to suffer any warp, waste, impairment or deterioration of the

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and repair; (6) To comply with all applicable laws, ordinances, rules and regulations of any nation, state or municipality, and neither to use nor to permit the property to be used for any unlawful purpose; (7) To keep the mortgaged premises free from liens superior to the lien of this mortgage, except as aforesaid, and to pay when due any indebtedness which may be secured by liens or charges on the premises superior to the lien hereof; (8) That no sale or conveyance of said property will be made without the prior written consent of the Mortgagor; (9) That time is of the essence of this mortgage and of the Note; secured hereby and no waiver of any right or obligation hereinabove set forth or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof, or of any Note secured hereby, and that the liens of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby; (10) That in the event the ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the Mortgagors, the Mortgagors may without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the indebtedness hereby secured in the same manner as with the Mortgagors; (11) That upon the commencement of any foreclosure proceeding herein the court in which such suit is filed may at any time, either before or after sale and without notice to the Mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale of said premises for plaintiff's attorney's fees, and all expenses of advertising, selling and conveying said premises, all sums advanced for court costs, any taxes or other liens or assessments, or title

..... 11. If there is no record of recording or registering an abstract of title, title guarantee policy or Titlestar Certificate showing the complete title of said premises, including all previous conveyances, or if there is any defect in the title, or if there is any defect in the title of the seller, then there shall not be paid the indebtedness secured hereby.

..... 12. It is agreed in this instrument, that the purchaser in said sale shall have no duty to see to the application of the purchase money.

If there be only one Mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

IN WITNESS WHEREOF, the above parties have hereunto set their hands and seals this  
30<sup>th</sup> day of September, A.D. 1976.

STATE OF ILLINOIS , 927-676 26323  
CITY OF Chicago, Illinois, ACKNOWLEDGMENT A - 2

COUNTY OF Cook, 10.00

I, a Notary Public, do and for the said county in the state aforesaid do hereby certify that  
MR. STEVEN GREGORY AND HIS WIFE, MRS. DEBBIE GREGORY,  
a/k/a personally known to me to be the same person whose name  
appears \_\_\_\_\_ recorded in the foregoing instrument appeared before me this day in person and  
acknowledged that \_\_\_\_\_ signed, sealed and delivered the same instrument as his  
own free and voluntary act for the uses and purposes therein set forth, including the release and  
waiver of the right of homestead.

Given under my hand and Notarial Seal this 30<sup>th</sup> day of September, 1976.

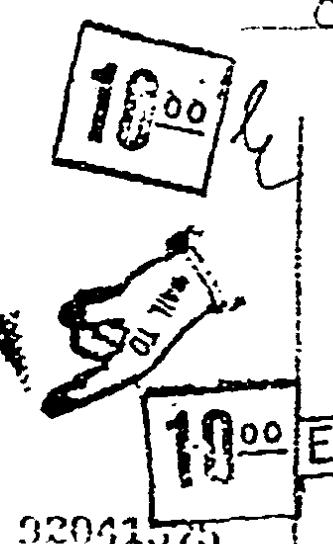
C. Russell

23363202

MORTGAGE

Mr. & Mrs. Steven Gregory  
2827 S. 91st Street  
Chicago, Illinois 60617

Beneficial Finance Corp.  
120 West Washington Street  
Chicago, Illinois 60607



MAIL BOX  
Beneficial Finance Corp.  
120 West Washington St.  
Chicago, Illinois 60602

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