Loan Number 7031-60070377 25-18-204-002-Cook-IL

THIS INSTRUMENT PREPARED BY AND PLEASE RETURN TO: Lisa Vasquez J. I. Kislak Mortgage Corporation Specialized Services Division P O Box 025478 Miami FL 33102-9749 

#### SATISFACTION OF MORTGAGE

#### KNOW ALL MEN BY THESE PRESENTS:

The Federal Home Loan Bank Board appointed the Federal Savings and Loan Insurance Corporation as Conservator of Concordin Federal Bank For Savings, Lanning, IL, by Resolution number(s) 89-207 dated February 16, 1989, pursuant to Section 406(c)(1)(B) of the National Housing Act, as amended, 12 U.S.C. Section 1729(c)(1)(B), to have and exercise all the powers and duties with respect to an insured institution as are conferred upon the Federal Savings and Loan Insurance Corporation under 12 U.S.C. Section 1729(b).

Pursuant to the Invectal Institutions Reform, Recovery and Enforcement Act (FIRREA) exacted on August 9, 1969, 12 U.S.C. Section 1821 et seq., the Federal Savings and Loan Insurance Corporation was abolished, and various federal entities were created to assume the responsibilities and duties formerly discharged by the Federal Savings and Loan Insurance Corporation. FIRREA created the Resolution Trust Corporation, which has succeeded to the responsibilities and duties of the Federal Savings and Loan Insurance Corporation.

The Director of the Office of The ift Supervision issued Order number(s) 90-980 dated May 29, 1990, placing Concordin Federal Bank For Savings in receivership and replacing the Conservator of Concordin Federal Bank For Savings with the Resolution a Trust Corporation as Receiver of Concordin Federal Bank for Savings pursuant to subdivision (F) of Section (A) of the Home Owners' Loan Act, as amended.

RESOLUTION TRUST CORPORATION, in its capacity is Receiver of Concordia Federal Bank For Savings having a mailing address of 4900 Main St. Kansas City, MO 64140 is the owner and holder of a certain Mortgage dated April 7, 1973 executed by John P. Donchue and Margaret R. Donahue, his wife, as Mortgager, in favor of Concordia Federal Sayings and Loan Association of Evergreen Park, as Mortgagee, recorded under Document Number 22-281397 in Book/Volume/Liber/Film na at Page na of the Public Records of Cook County, IL, covering the property described in Exhibit "A a tached hereto, securing a certain Promissory Note in the principal amount of Seventeen thousand two lundred fifty and NO/100 Dollars, and certain promises and obligations set forth in said Mortgage, hereby schnowledges full payment and satisfaction of said Note and Mortgage and surrenders the same as canceled, our hereby empowers, authorizes and directs the County Recorder to cancel the same of record.

The last known address of the mortgagor was 10355 S. Wood St., Chicago, IL. (0.43.

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Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, RESOLUTION TRUST CORPORATION has caused these presents to be executed in its name by its attorney-in-fact thereunto duly authorized on May 11, 1993.

Tedford

Signed, sealed and delivered in the presence of:

RESOLUTION TRUST CORPORATION as Receiver of Concordia Federal Bank For Savings

I. PRITZEZ

Hombuchle

Marvin S. Mayer, Attorney infact, pursuant to Power of Attorney dated July 15, 1992

Jort's Office

STATE OF MISSIURI

SS.

COUNTY OF JACKSON

On May 11, 1993, before the a notary public for the State of Missouri, at large, personally appeared Marvin S. Mayer, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of RESOLUTION TRUST CORPORATION, who acknowledged to me that he subscribed the name of RESOLUTION TRUST CORPORATION, as principal and his own name as attorney-in-fact; that the instrument was signed for the purposes contained therein on behalf of the said RESOLUTION TRUST CORPORATION; and that the instrument is the free act and deed of RESOLUTION TRUST CORPORATION as Receiver of Concordia Federal Bank For Savings.

IN TESTIMONY WHEREOF, I have hereunts set my hand and affixed my official seal on the date above written.

Notary Public

My commission expires:

LaWanda R. Hornbuckle Notary Public - Notary Scal STATE OF MISSOURI Jackson County

My Commission Expires 4/10/94

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### MORTGAGE

60070377 51018274-4 LOAN NO. 7782741

THIS INDENTURE WITNESSETH: That the undersigned,

JOHN P. DONAHUE AND MARGARET R. DONAHUE, his wife

of the City of Chicago County of Cook, State of Illinois, hereinafter referred to as the

Mortgagors, do hereby MORTGAGE AND WARRANT TO

### CONCORDIA FEDERAL SAVINGS AND LOAN ASSOCIATION OF EVERGREEN PARK

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

The South 37 feet of the North 40 reet 2 and 3, one Lot 22 (except the East 30 feet) in Kellogg and Kellogg Subdivision 1 to 22 (except the East 30 feet) in Kellogg and Ruilding The South 37 feet of the North 46 feet 9 and 5/8ths inches of of Lot 3 and 4 in Block 5 in Blue Island Land and Building Company's Subdivision of Washington Heights, in Section 18, Township 57 North, Range 14, East of the Third Principal Meridian, in Gook County, Illinois.



The Coop TOGETHER with all improvements, tenements, cas mants, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during at such times as 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 conditionion, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador 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 using is shall be considered as constituting part of the real estate. The Mortgagee is hereby subrogated to the rights of all mortgagees, lien holders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said premises, with said buildings, improvements, fixtures, appurtenances, 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 Mortgages do hereby release and waive.

TO SECURE (1) the payment of a Note from the Mortgagors to the Mortgagev bearing even date herewith in the principal sum of

SEVENTEEN THOUSAND TWO HUNDRED FIFTY AND NO/100- - - - - HOLLARS (\$17,250.00 .....).

which Note, together with interest thereon as provided by said Note, is payable in monthly in tallments of

ONE HUNDRED FORTY TWO AND NO/100- - - - - - - - - - - - - - - DOLLARS (2 142,00 .......)

10th 19 73 June day of commencing the

(2) Any and all other sums from time to time hereafter becoming due the Mortgagee from the Mort, agors, whether by way of an additional advance under the terms of said Note or by reason of any payment, disbursement or expense permitted to be made or incurred by the Mortgages under the terms of that certain Mortgager's Supplemental Agreement of even date herewith, executed and delivered simultaneously with the execution and delivery hereof.

#### THE MORTGAGORS COVENANT:

Not to permit any mechanic's lien to attach to said premises, and it is agreed that if any mechanic's lien shall attach to the said land or any building thereon after the recording of this Mortgage, the same shall be absolutely subordinate and subject to the lien hereof for the full amount of the unpaid principal and interest secured hereby, and all persons dealing with the owner of sell premises or with any person having an interest therein or furnishing labor or material upon said premises are chargeable with notice of this stipulation and shall be bound thereby;

In the event of the exercise by the Mortgagee of the Assignment of Rents hereinabove made and in the Supplemental Agreement contained, the said Mortgagors agree to pay as rent for that portion of said premises occupied by them an amount determined by the Mortgagee to be a reasonable rent therefor; in the event a portion of said premises are occupied by tenants, the rent to be paid by such tenants shall be an amount determined by the Mortgagee to be a reasonable rent therefor; the rent to be paid by the Mortgagors and by the tenants, if any, shall be set forth in a notice in writing to be served upon the Mortgagors and the tenants, if any, and a failure of the Mortgagors and the tenants, if any, respectively, to pay said rent on the first day of each and every month following the service of said notice, shall in and of itself constitute a forcible detainer, and said Mortgagee may, without any notice or demand, maintain an action of forcible entry and detainer or any other appropriate possessory action to obtain possession of said premises.

Said Assignment of Rents shall be operative only in the event of a default in the payment of the principal or interest secured by said Mortgage, or in the event of a breach of any of the covenants in said Mortgage, Mortgage Note or Supplies mental Agreement contained, and shall continue in full force and effect until the indebtedness secured by said Mortgage, including interest and advances have been duly paid at which time said Assignment shall terminate; and in the event said Mortgage shall be foreclosed by appropriate proceedings at law or in equity said Assignment shall continue in full force and effect after the entry of any decree of foreclosure and after any saie held pursuant thereto and until the expiration of the statutory period of redemption whether or not a redemption has been made so long as there remains any money due from the Mortgagors to the Mortgagee.

Property of Coot County Clert's Office