

STATE OF **ILLINOIS**
 TOWN/COUNTY: **COOK (A)**
 Loan No. **20088068/(GARCIA)**

PREPARED BY AND
 WHEN RECORDED MAIL TO:
ONTRAK RELEASE SERVICE
P.O. BOX 3767
FREDERICK, MD. 21701-0907

MORTGAGE RELEASE, SATISFACTION, AND DISCHARGE

IN CONSIDERATION of the payment and full satisfaction of all indebtedness secured by that certain Mortgage described below, the undersigned, being the present legal owner of said indebtedness and thereby entitled and authorized to receive said payment, does hereby release, satisfy, and discharge from the lien, force, and effect of said Mortgage.

Mortgagor: **MARTIN GARCIA AND ROCIO GARCIA, HUSBAND AND WIFE AS JOINT TENANTS**

Mortgagee: **GE CAPITAL MORTGAGE SERVICES, INC.**
 Loan Amount: **97,600.00**
 Date Of Mortgage: **09-22-92**
 Date Of Recording: **09-24-92**
 Pin Number: **06-23-203-028**
 Prop Addr: **305 HILLSIDE DRIVE, STREAMWOOD, IL 60107**
 Doc/Instrument #: **92-709324**
SEE ATTACHMENT "A" FOR LEGAL DESCRIPTION

DEPT-01 RECORDING \$23.50
 T#8888 TRAN 7637 11/02/93 09:57:00
 #5132 # * - 93-882549
 COOK COUNTY RECORDER
 DEPT-01 RECORDING
 T#8888 TRAN 7637 11/02/93 10:02:00
 #5134 # * - 93-882549
 COOK COUNTY RECORDER

and recorded in the records of COOK County, ILLINOIS

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on SEPTEMBER 29, 1993.

GE CAPITAL MORTGAGE SERVICES, INC
F/K/A TRAVELERS MORTGAGE SERVICES, INC.
BY REASON OF SUCCESSOR BY ACQUISITION

Bonnie A. Hunsinger
 Bonnie A. Hunsinger
 Vice President
Jean L. Phillips
 Jean L. Phillips
 Assistant Secretary

STATE OF NEW JERSEY)
) ss
 COUNTY OF CAMDEN)

On this SEPTEMBER 29, 1993, before me, the undersigned, a Notary Public in said State, personally appeared Bonnie A. Hunsinger and Jean L. Phillips, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President and Assistant Secretary respectively, on behalf of GE CAPITAL MORTGAGE SERVICES, INC., FKA TRAVELERS MORTGAGE SERVICES, INC.

and acknowledged to me, that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained and that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS My hand and official seal.

Coleen Shannon
 NOTARY PUBLIC
COLEEN SHANNON
 Notary Public of New Jersey
 My Commission Expires August 10, 1997



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 mm

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Property of Cook County Clerk's Office

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STATE OF ILLINOIS
TOWN/COUNTY: COOK (A)
Loan No. 20088068 (GARCIA)

9 3 4 2 5 7)

ATTACHMENT "A"

PROPERTY TAX INDEX NUMBER: 06-23-203-028
LOT 422 IN WOODLAND HEIGHTS UNIT NINE, BEING A SUBDIVISION IN SECTION
23, TOWNSHIP 4 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR
OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 28, 1959, AS DOCUMENT
NUMBER 1882482 IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

J= R03.227037

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Executed at WILLOWBROOK Illinois on FEBRUARY 15 1993

PARTNERSHIP/JOINT VENTURE:

(name of partnership or joint venture)
a _____ partnership,
(state) (limited/general)
a _____ joint venture

By _____
Its: _____

LAND TRUST:

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO
as Trustee under Agreement dated

FEBRUARY 15, 19 93, and known as
Trust No. 11661709, and not personally.

By: _____
Its: _____

CORPORATION:

_____ a _____ corporation
(state)

By: _____
Its: _____

ATTEST:

By: _____
Its: ASST. SEC.

ATTEST:

By: _____
Its: _____

INDIVIDUALS:

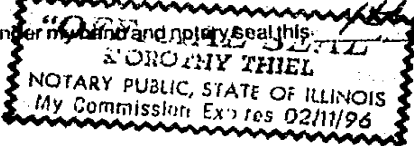
STATE OF Illinois }
COUNTY OF Cook } SS
Dorothy Thiel

_____, a Notary Public in and for and residing in the
said County, in the State aforesaid, do hereby certify that Peter H. Johansen, Second Vice President

and Gregory S. Kasprzyk, ASSISTANT SECRETARY

personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day
in person, and acknowledged that (she/he/they) signed, sealed and delivered the said instrument as (his/her/their) free and voluntary act, for the
uses and purposes and in capacity (if any) therein set forth.

GIVEN under my hand and notary seal this _____ day of _____, 19 93



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The Assignor, and each of them (if more than one), and their beneficiaries if applicable, do hereby irrevocably appoint Bank the true and lawful attorney of the Assignor and each of them, to take and from time to time retake possession of said premises, to collect all of said avals, rents, issues and profits now due or hereafter to become due under each and every of the leases and agreements, or any renewals thereon, written or oral, existing or which may hereafter exist for and in connection with said real estate, and to use such measures, legal and equitable, as in the discretion of the Bank may be deemed proper or necessary to enforce the payment or security of said avals, rents, issues and profits, and to secure and maintain possession of said real estate, or any part thereof, and, at the discretion of the Bank, to fill any and all vacancies, and to rent, lease or let all or any portion thereof for terms expiring either before or after the maturity of the indebtedness secured by said Mortgage, and to manage, maintain, preserve, operate and use the said real estate; and, in the discretion of the Bank, to cancel any existing insurance policies relating to said real estate and to cause to be written new policies in place thereof and also additional and renewal policies, making same payable to the Bank under said Mortgage, or, in case of foreclosure sale, to the owner of the certificate of sale and of any deficiency, as their respective interests may appear, and in the case of loss under such policies, to adjust, collect and compromise, in its discretion, all claims thereunder and to sign all receipts, vouchers and releases required by the insurance companies; and further with full power to use and apply for and with respect to said real estate the said avals, rents, issues and profits in such respective amounts and in such order and priority as in the judgment and discretion of the Bank may be deemed proper, for and on account of the payment of any indebtedness secured by said Mortgage and of any indebtedness or liability, now existing or hereafter created, of the Assignor and its beneficiary, if applicable, to the Bank, or hereafter to become due, and of all costs, charges, expenses and fees in the operation, management, care and preservation of said real estate together with all the improvements, fixtures, appurtenances, apparatus and equipment thereunto appertaining, including all taxes and assessments and installations thereof, liens or mechanics and claims thereon, repairs, improvements, alterations, renewals and restorations, insurance premiums, the usual and customary brokerage commission for leasing said real estate or any part thereof and for collecting rents and the reasonable compensation for all services rendered by the Bank and its attorneys, agents and servants, and all their expenses involved therein and such further sums as may be sufficient to indemnify the Bank against any liability, loss or damage on account of any matter or thing done in good faith hereunder and further with power from time to time to substitute any attorney in fact to act hereunder in its place and stead in all or any matter foreclosed, and from time to time every such substitution and appointment at pleasure to revoke, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter without notice to the Assignor, its beneficiary or its legal representatives, heirs or assigns, and hereby ratifying all that the Bank may do by virtue hereof. The powers hereby created shall be irrevocable so long as any indebtedness secured by said Mortgage evidenced by the Note remains unpaid.

After taking or retaking possession by virtue hereof, the Bank shall have the right to remain in possession of said real estate, to collect the said avals, rents, issues and profits thereon, and to manage said real estate as hereinabove set forth, notwithstanding the institution of proceedings to foreclose the said Mortgage and the entry of any decree of foreclosure in any such proceedings, and notwithstanding any sale of said real estate and to remain in possession of said real estate until the expiration of the period of redemption from any such sale, and from time to time shall apply the net avals, rents, issues and profits accrued after the sale of said real estate pursuant to such decree remaining after the payment of all deductible expenses, charges and fees, for and on account of any deficiency reported to the Court in such proceeding. The provisions of this instrument shall and are intended to service any deed of foreclosure and sale in any proceedings to foreclose the lien of said Mortgage. After taking or retaking possession by virtue hereof, the Bank shall have the right from time to time to surrender possession without prejudice to its right to retake possession hereunder upon default as herein provided.

Until default shall be made in the payment of the indebtedness evidenced by the Note and/or secured by said Mortgage or in the performance by the Assignor of any agreement therein, herein or in any other security document or agreement with Bank contained, the Assignor shall be permitted to possess, manage, operate and enjoy all the property, rights and privileges in said Mortgage encumbered, and to collect the avals, rents, issues and profits thereon. Upon service of notice of tenants and occupants of the premises by the Bank that default has been made under the terms of said Note, Mortgage or in any other security document or agreement with Bank (which notice need not specify the nature of default), and demand of payment of rents to the Bank, which demand if made upon the Assignor or its beneficiary shall fix and determine the prevailing rental per month for the portion of said premises occupied by the Assignor or its beneficiary, the tenants and occupants shall be obligated to account and pay to the Bank from and after the date of service of said notice and demand, all the avals, rents, issues and profits due or accruing under their respective leases and agreements, without any duty or obligation on the part of said tenants or occupants to ascertain that a default in fact does exist, and in the event of demand upon the Assignor or its beneficiary, as aforesaid, the Assignor and its beneficiary agree and shall be obligated to pay to the Bank rent in advance for the portion of said premises occupied by Assignor or its beneficiary at the prevailing rental therefor per month as fixed and determined by the Bank in said demand, and a failure on the part of the Assignor or its beneficiary promptly to pay said rent on the first day of each and every month in advance shall in and of itself constitute a forfeiture entry and default, and the Bank may in its own name and without any other notice or demand, maintain an action of forcible entry and default against the Assignor or its beneficiary and obtain possession of the premises occupied by them.

Anything herein to the contrary notwithstanding, no liability of any sort whatsoever is incurred or assumed under and by virtue of this instrument for any error or judgment or for any act done or omitted to be done by the Bank in good faith, or for any mistakes of fact or law or anything which it may do or refrain from doing hereunder, except for its own willful default, it being understood and agreed that in taking possession and operating, managing or preserving the said real estate, the Bank does so without incurring any liability for any matters or things except as hereinabove provided. Failure by the Bank at any time to avail itself of all or any of the provisions hereof shall not be construed or deemed to be a waiver by it thereof. This instrument shall remain in full force and effect until the entire indebtedness secured by said Mortgage evidenced by the Note, has been fully paid, and, in case of a deficiency on foreclosure sale, until the expiration of the period of redemption from the sale.

The Bank may assign all its rights, title and interest hereunder, and all the terms and provisions hereof shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns and substitutes of the respective parties hereto.

This instrument is executed by the Assignor, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by the Assignor are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against the undersigned by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by the undersigned, either individually or as Trustee as aforesaid, relating to the subject matter of the foregoing instrument, all of such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

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EXHIBIT A

PARCEL 1:

THAT PART OF LOT 3 IN JOSEPH N. PEW'S DIVISION (EXCEPTING THE WEST 100.5 FEET OF THE EAST 120.5 FEET AND EXCEPT THE NORTHWESTERLY 25.0 FEET THEREOF) OF THAT PART OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL ACCORDING TO THE PLAT THEREOF RECORDED APRIL 21, 1911 AS DOCUMENT NUMBER 4743736, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE GULF MOBILE AND OHIO RAILROAD WITH THE SOUTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 15 THENCE NORTH 66 DEGREES 36 MINUTES 48 SECONDS EAST ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID GULF MOBILE AND OHIO RAILROAD 1516.59 FEET TO PLACE OF BEGINNING; THENCE CONTINUING NORTH 66 DEGREES 36 MINUTES 48 SECONDS EAST ALONG SAID RIGHT OF WAY LINE 372.93 FEET; THENCE SOUTH 16 DEGREES 37 MINUTES 01 SECONDS EAST 244.71 FEET; THENCE SOUTH 66 DEGREES 36 MINUTES 48 SECONDS WEST 344.09 FEET; THENCE NORTH 23 DEGREES 23 MINUTES 12 SECONDS WEST, 243.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT DATED SEPTEMBER 20, 1978 AND RECORDED OCTOBER 26, 1978 AS DOCUMENT 24690228 AND ASSIGNMENT OF SAID GRANT RECORDED JUNE 12, 1979 AS DOCUMENT 25000144 OVER THE FOLLOWING DESCRIBED PROPERTY:
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING A STRIP OF LAND 20 FEET IN WIDTH DESCRIBED AS EASTERLY OF THE FOLLOWING DESCRIBED LINE; COMMENCING ON THE NORTHERLY RIGHT OF WAY LINE OF THE SAG-LEMONT HIGHWAY 313.73 FEET WESTERLY OF THE EAST LINE OF SAID SOUTH EAST 1/4 AS MEASURED ALONG THE SAID NORTHERLY LINE, THENCE NORTH 16 DEGREES 37 MINUTES 01 SECONDS WEST 355.75 FEET ON A LINE MAKING AN ANGLE FROM EAST TO NORTH FROM LAST SAID NORTHERLY LINE, OF 92 DEGREES 16 MINUTES 10 SECONDS; AND ALSO THE SAID EASEMENT BEING THE SOUTHERLY 40 FEET LYING NORTHERLY AND ADJACENT TO SAID SAG-LEMONT HIGHWAY LYING EAST OF FIRST DESCRIBED EASEMENT EXCEPTING THEREFROM THE EASTERLY 120.5 FEET AS MEASURED NORMAL TO SAID EAST LINE OF THE SOUTH EAST 1/4 ALL IN COOK COUNTY, ILLINOIS

P.I.N. 22-15-200-014-0000

COMMON ADDRESS: 1803 MAIN STREET, LEMONT, IL 60439

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