

UNOFFICIAL COPY

93898870

ILLINOIS
RELEASE DEED
Loan No.: 088129-2
PIF: 10/1/93

Prepared by: Pamela Warford
Household Mortgage Services
100 Mittel Drive
Wood Dale, IL 60191

KNOW ALL MEN BY THESE PRESENTS

93898870

That HOUSEHOLD BANK, F.S.B., a Corporation of the United States

does hereby certify and acknowledge satisfaction in full of the debt secured by the following described and recorded real estate mortgage, and same is hereby released:

Name of Mortgagor: JOHN L. INNES AND RUTH L. INNES, HIS WIFE

Name of Mortgagee:

HOUSEHOLD BANK, FSB, A FEDERAL SAVINGS BANK

The mortgage is recorded with the Register of Titles/Recorder of Deeds for COOK COUNTY ILLINOIS

Document No., Volume, Page, Mortgage Date:

DOC #89192675, DATED APRIL 28, 1989

Address of Property: 110 Carriage Way...

Surr Ridge IL 60521

Tax ID No.:

18-19-307-007-1220, 18-19-307-007-1337, & 18-19-307-007-1338

Legal Description of Property: PLEASE SEE ATTACHED EXHIBIT "A" MADE

A PART HEREOF ON REVERSE SIDE HEREOF

Dated: October 25, 1993

HOUSEHOLD BANK, F.S.B.

Jennifer Nichols
JENNIFER NICHOLS, Asst. Vice President

DEPT-01 RECORDING \$23.50
T#1111 TRAN 3268 11/05/93 11:50:00
#5773 *93-898870
COOK COUNTY RECORDER

State of Illinois)

County of DuPage)

On October 25, 1993 before me, the undersigned, a Notary Public in and for said State, personally appeared JENNIFER NICHOLS, personally known to me or proved to me on the basis of satisfactory evidence to be the Asst. Vice President of HOUSEHOLD BANK, F.S.B., a United States Corporation, executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

In witness whereof, I have hereunto set my hand and affixed my notarial seal this October 25, 1993.

Nick R. Soblinski
Notary Public/Commission Expires:

"OFFICIAL SEAL"
Nick R. Soblinski
Notary Public, State of Illinois
My Commission Expires 9/18/97

When recorded, please return to: John L. Innes
906 Spyglass Court
Pase Robles CA-93446

IL501
P04

2350
136 5386

Mail to
MARVIN G. LANZEL
112 NORTH LAGRANGE ROAD
LAGRANGE, ILLINOIS 60525



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COOK County Clerks Office

93898870

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EXHIBIT A

Units C-127, C-73 and C-74 in Carriage Way of Burr Ridge Condominium as delineated on a survey of the following described real estate: part of Lot 'B' in Carriage Way, being a subdivision of part of the South West 1/4 of Section 19, Township 38 North, Range 12, East of the Third Principal Meridian, and part of the South West 1/4 of Said Section 19, in Cook County, Illinois; which survey is attached as exhibit 'C' to the Declaration of Condominium recorded as document 87607850 together with their undivided percentage interest in the common elements.

Property of Cook County Clerk's Office

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93898871

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DEPT-01 RECORDING \$23.50
T#1111 TRAN 3268 11/05/93 11:50:00
#5774 * -93-898871
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

10161164
07/31/93

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

KNOW ALL MEN BY THESE PRESENTS,

G.E. Capital Mortgage Services, Inc.
THAT F/K/A Travelers Mortgage Services, Inc.

of the County of Camden and State of NEW JERSEY

for and in consideration of one dollar, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, convey and quit-claim unto

LYNNE AUERBACH

6441 N BELL UNIT #2N

CHICAGO, IL 60645

heirs, legal representatives and assigns, of the right, title, interest, claim, or demand whatsoever they may have acquired in, through, or by a certain mortgage, bearing date the 20th day of December, 1991, and recorded in the Recorder's Office of COOK County, in the State of

ILLINOIS in Book of _____ page _____ as Document Number

92000300, to the premises therein described, situated in the County of COOK

State of ILLINOIS as follows, to wit:

LOTS 106 AND 107 IN ARTHUR AVENUE SUBDIVISION OF 26 ACRES OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25408177 WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY, IN COOK COUNTY, ILLINOIS PIN #11-31-315-042-1002

93898871

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

Permanent Real Estate Index Number(s): N/A Address(es) of premises:

6441 N BELL UNIT #2N
CHICAGO, IL 60645

WITNESS my hand and seal this 21st day of October, 1993.

G.E. Capital Mortgage Services, Inc.
F/K/A Travelers Mortgage Services, Inc.

Karen Pickett
Karen Pickett
Vice-President

STATE OF MISSOURI)
COUNTY OF St. Louis)

This instrument was prepared by
Pat Holman
for:

GE Capital Mortgage Services, Inc.
Payoffs - MS 410
901 Roosevelt Parkway
Chesterfield, MO 63017-2056

I, Pat Holman
a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that
Karen Pickett

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

Given under my hand and official seal, this 21st day of October, 1993

Pat Holman
Pat Holman Notary Public 40

PAT HOLMAN Commission expires _____
NOTARY PUBLIC STATE OF MISSOURI
ST CHARLES COUNTY
MY COMMISSION EXP DEC. 14, 1996

IL_REL

2350

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Property of Cook County Clerk's Office

93898871



Mail To:

Wayne S. Shapiro
Attorney at Law
29 South LaSalle Street
Suite 440
Chicago, Illinois 60603

93898872 7351789

93898872

LOAN NUMBER 320314933 P/O 10-04-93

93898872

SATISFACTION OF MORTGAGE

THE NOTE SECURED BY A MORTGAGE EXECUTED BY HERBERT WAGNER AND LORRAINE WAGNER, his wife, TO WESTERN SAVINGS AND LOAN ASSOCIATION, on the 18th day of September, 1976, and recorded as Document No. 23652209, of the records of COOK County in the State of ILLINOIS on the 27th day of September, 1976, has been fully paid and satisfied, and such mortgage is hereby declared fully paid, satisfied and released.

Assignment of LENTS # 23652210

WHEREAS, RESOLUTION TRUST CORPORATION, in its capacity as Receiver of Western Savings and Loan Association is the owner and holder of the above-described note and the lien or liens securing the same,

IN WITNESS WHEREOF, Linda L. Hunstad, Authorized Signer, as Attorney-in-fact for RESOLUTION TRUST CORPORATION, in its capacity as Receiver of Western Savings and Loan Association, have hereunto signed his name in the City of Waterloo, State of Iowa, on October 21, 1993.

RESOLUTION TRUST CORPORATION, in its capacity as Receiver of Western Savings and Loan Association by Linda L. Hunstad, Authorized Signer, its Attorney-in-fact

By: Linda L. Hunstad
Linda L. Hunstad, Authorized Signer

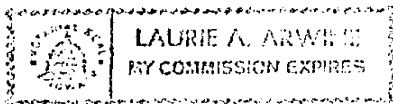
ATTEST: Christina G. Ward
Christina G. Ward, Authorized Signer

DEPT-01 RECORDING \$23.50
71111 TRAN 3268 11/05/93 11:50:00
#5775 # *93-898872
COOK COUNTY RECORDER

STATE OF IOWA)
) ss
COUNTY OF BLACK HAWK)

On October 21, 1993, before me, a Notary Public in and for the County of Black Hawk, State of Iowa, personally appeared Linda L. Hunstad to me personally known to be the Authorized Signer; and that said instrument was signed on behalf of said Corporation by authority of its Board of Directors, and they acknowledged the execution of said instrument to be the voluntary act and deed of RESOLUTION TRUST CORPORATION, in its capacity as the 27th day of September, 1976 by Linda L. Hunstad, its Attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last written.



Laurie A. Arwine
Laurie A. Arwine
Notary Public in and for said County and State
My Commission expires: 03-25-93

LEGAL DESCRIPTION: THE WEST 30 FEET OF LOT ONE HUNDRED FIFTY-THREE (153) IN KOESTER AND ZANDER'S ADDITION TO WEST IRVING PARK, A SUBDIVISION OF THE SOUTH HALF OF THE NORTH EAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

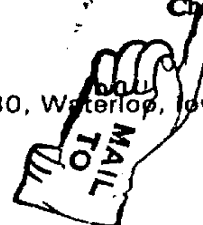
TAX NO. 13202280100000 PROPERTY ADDRESS: 5921 W PATTERSON AVE.

WHEN RECORDED MAIL TO:

~~HERBERT WAGNER
5921 W PATTERSON AVE
CHICAGO IL 60631-2866~~

Paul E. Russo, Ltd.
Attorney at Law
7100 W. Higgins Ave.
Chicago, IL 60656-1904

2350



41

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Property of Cook County Clerk's Office

21-596-03

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17351788

RELEASE OF MORTGAGE BY CORPORATION

LOAN NO. 01-164489-3

Know all Men by these Presents, that the ST. PAUL FEDERAL BANK FOR SAVINGS, 93898873

a corporation existing under the laws of the UNITED STATES OF AMERICA and the holder of a mortgage interest in the following described premises, situated in the County of COOK - 1249 Longmeadow Dr and State of Illinois, to wit: PIN#04-33-109-004-0000 Glenview IL 60025

Lot 35 in Kempston Countryside, being a Subdivision in the East 1/2 of the Northwest 1/4 of Section 33, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.



Paul E. Russo, Ltd. Attorney at Law 7100 W. Higgins Ave. Chicago, IL 60656-1904

for and in consideration of one dollar, and for other good and valuable consideration, the receipt whereof is hereby acknowledged does hereby Remise, Convey, Release and Quit-Claim unto GLENVIEW STATE BANK, as Trustee under Trust Agreement dated October 15, 1980 and known as Trust Number 2588

of the County of COOK and State of Illinois, all the right, title, interest, claim or demand whatsoever it may have acquired in the above described premises, through or by a certain mortgage deed bearing date the 9th day of March, A.D. 1989, and recorded or registered in the office of the Recorder of Deeds or Registrar of Titles of COOK County in the State of Illinois, in Volume of Records, on page as Document No. 89150958, and a certain Assignment of Rents bearing date the day of A.D. 19 and recorded or registered in the office of the Recorder of Deeds or Registrar of Titles of County in the State of Illinois, in Volume of Records, on page as Document No. and Assignment of Mortgage/Deed of Trust recorded Cook County as Doc. #92318886.

IN TESTIMONY WHEREOF, ST. PAUL FEDERAL BANK FOR SAVINGS hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its Assistant Vice President, and attested to by its Assistant Secretary, this 7th day of October 19 93

ST. PAUL FEDERAL BANK FOR SAVINGS

By: Dennis P Schenk Assistant Vice President
Attest: Catherine J Boushay Assistant Secretary

93898873

STATE OF ILLINOIS
COUNTY OF COOK SS.

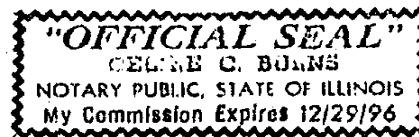
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT: the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers of the St. Paul Federal Bank For Savings and that they appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing as duly authorized officers 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 as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 7th day of October A.D. 1993

This instrument was prepared by bw

Celine C Burns Notary Public

ST. PAUL FEDERAL BANK FOR SAVINGS
6700 W. NORTH AVENUE
CHICAGO, ILLINOIS 60635



Handwritten initials

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

42

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XXXXXX
93898873

Release of Mortgage

BY CORPORATION

THIS INSTRUMENT WAS PREPARED BY
ST. PAUL FEDERAL BANK FOR SAVINGS
6700 W. NORTH AVENUE
CHICAGO, ILLINOIS 60635

Loan No. 01-164489-3

Name ROBERT E BAUER
DELL M BAUER

Address 1249 Longmeadow Drive

Glenview IL 60025

Lynch - 9/15/93

Property of Cook County Clerk's Office

93898873

DEPT-01 RECORDING \$23.50
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#5776 # -93-898873
COOK COUNTY RECORDER

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for recorder's use only

93898874

The Grantor, MID-AMERICA NATIONAL BANK OF CHICAGO, a national banking association, not personally, but solely as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement dated the 1st day of February, 1991, AND known as Trust Number 1775, in consideration of Ten and No/100ths Dollars (\$10.00), and other valuable considerations paid, conveys and quit claims to

LAURA I. CZUKLA

of 8428 West Catalpa #401, Chicago, IL 60656
the following described real estate in Cook County, Illinois:

Parcel One: Unit No. 8428-401 in Catalpa Court Condominium as delineated on the Plat of Survey of the following described parcel of real estate:

Lot 1 of Catalpa Courts a Resubdivision of the South 1/2 of Lot 1 and the South 1/2 of Lot 2 (except the West 208.50 feet as measured along the North and South line thereof in the Second Addition of Szczesny's Cumberland Subdivision of the East 1/2 of the South 1/2 of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian (except the West 33.0 feet thereof, also except the North 33.0 feet thereof also except the East 185.0 feet thereof, also except the South 33.0 feet thereof) in Cook County, Illinois;

which survey is attached as Exhibit A to the Declaration of Condominium Ownership recorded as Document No. 91033284, together with its undivided percentage interest in the common elements, together with the tenements and appurtenances thereto belonging.

Parcel Two: The exclusive right to the use of parking space No. 5, a Limited Common Element as delineated on the Survey attached to the Declaration of Condominium Ownership aforesaid, recorded as Document No. 91033284.

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#-93-898874
COOK COUNTY RECORDER

together with the appurtenances attached thereto.

IN WITNESS WHEREOF, Grantor has caused its corporate seal to be hereunto affixed, and name to be signed by its Assistant Vice-President and attested by its Assistant Secretary this 7th day of October, 1993.

MID-AMERICA NATIONAL BANK OF CHICAGO,
Solely as Trustee as aforesaid and not personally,

BY: Mary C. Marinier
Assistant Vice-President Trust Officer

ATTEST: Sharon Satchel
Assistant Secretary

County of Cook)
) SS.
State of Illinois)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT

Assistant Vice-President of MID-AMERICA NATIONAL BANK OF CHICAGO, a national banking association, and

Assistant Secretary of said national banking association, personally known to me to be the same persons, whose names are subscribed to the foregoing instrument as such Assistant Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth and the said Assistant Secretary did also then and there acknowledge that he/she as custodian of the corporate seal of said national banking association did affix the said corporate seal of said national banking association to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7th day of October, 1993.

Sharon Brown
Notary Public



ADDRESS: 8428 West Catalpa, Unit 401
Chicago, IL 60656

P. I. N.: 12-11-122-006

THIS INSTRUMENT WAS PREPARED BY: 43
(Name) Gary Marinier
(Address) 130 E. Randolph Dr.
Chicago, IL 60601

93898874

Exempt under Paragraph 2, Section 4, of the Real Estate Transfer Tax Act.

A. Bry...

93898874

Document Number

2500

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Property of Cook County Clerk's Office

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Attorneys' Title Guaranty Fund, Inc. ()

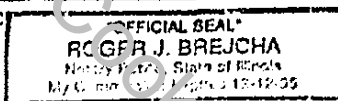
STATEMENT BY GRANTOR AND GRANTEE

The grantor or the grantor's agent affirms that, to the best of his or her knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated OCTOBER 15, 1993 Signature: R. Brejcha, agent
Grantor or Agent

Subscribed and sworn to before me this 15TH day of
OCTOBER, 1993.

Roger J. Brejcha
Notary Public



The grantee or the grantee's agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated 10/15, 1993 Signature: Laura J. Campbell
Grantee or Agent

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

Subscribed and sworn to before me this 15TH day of
OCTOBER, 1993.

Roger J. Brejcha
Notary Public



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Property of Cook County Clerk's Office

Mail to: Thomas Anselmo
1807 W. Diehl Road
Naperville, IL 60565



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93898875

BOX 370

596949

[Space Above This Line For Recording Data]

MORTGAGE

DEPT-01 RECORDING

\$37.00

T91111 TRAN 3268 11/05/93 11:50:00

45778 # - 93 - 898875

COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 15TH 1993

The mortgagor is

LAURA I. CZUKLA , A SPINSTER .

("Borrower"). This Security Instrument is given to DRAPER AND KRAMER INCORPORATED

which is organized and existing under the laws of ILLINOIS
address is 33 WEST MONROE STREET
CHICAGO, ILLINOIS 60603
FIFTY THOUSAND AND 00/100

and whose

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 50,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 01 2008

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

SEE LEGAL RIDER ATTACHED

3700
JP

93898875

which has the address of 8428 W. CATALPA #401 , CHICAGO
Illinois 60656 [Zip Code] ("Property Address");

[Street, City].

43

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33 WEST MONROE STREET
CHICAGO, ILLINOIS 60603

Form 3014 9/90

OFFICIAL SEAL
ROGER J. BREJCHA
Notary Public, State of Illinois
My Commission Expires 12-12-95

JOHN P. DAVEY Page 8 of 8

This instrument was prepared by:

My Commission Expires: 12-12-95

Notary Public
Roger J. Brejcha

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he personally known to me to be the same person(s) whose name(s) signed and delivered the said instrument as ^{HER} free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 15TH day of OCTOBER 1993.

STATE OF ILLINOIS,
I, ROGER J. BREJCHA, a Notary Public in and for said county and state do hereby certify that LAURA I. CZUKLA, a SINGLE WIFE

LAURA I. CZUKLA
Laura I. Czukla
-Borrower (Seal)
-Borrower (Seal)
-Borrower (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it. Witnesses: *Jessalyn*

- V. A. Rider
- Balloon Rider
- Graduated Payment Rider
- Adjustable Rate Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

57888875

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not create or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Form 3014 9/90

UNOFFICIAL COPY

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct prepayment charge under the Note.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

If the Property is damaged by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9/28/90

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 15TH day of OCTOBER 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

DRAPER AND KRAMER INCORPORATED

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

8425 W. CATALPA #401 CHICAGO IL 60656

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: **CATALPA COURT CONDOMINIUM**

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

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Form 3140 9/90

 (Seal) -Borrower

 (Seal) -Borrower

 (Seal) -Borrower

 (Seal) -Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Lender to Borrower requesting payment.

been interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay maintained by the Owners Association unacceptable to Lender.

(v) any action which would have the effect of rendering the public liability insurance coverage Association or (iii) termination of professional management and assumption of self-management of the Owners benefit of Lender.

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express taking by condemnation or eminent domain;

termination required by law in the case of substantial destruction by fire or other casualty or in the case of a (i) the abandonment or termination of the Condominium Project, except for abandonment or written consent, either partition or subdivision the Property or consent to:

F. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior provided in Uniform Covenant 10.

paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to

93498875

Property of Cook County Clerk

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PARCEL 1: 8428-401 IN CATALPA COURT CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOT 1 OF CATALPA COURTS A RESUBDIVISION OF THE SOUTH 1/2 OF LOT 1 AND THE SOUTH 1/2 OF LOT 2 (EXCEPT THE WEST 208.50 FEET AS MEASURED ALONG THE NORTH AND SOUTH LINE THEREOF) IN THE SECOND ADDITION OF SZCZESNY'S CUMBERLAND SUBDIVISION OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 33 0 FEET THEREOF, ALSO EXCEPT THE NORTH 33.0 FEET THEREOF ALSO EXCEPT THE EAST 185.0 FEET THEREOF, ALSO EXCEPT THE SOUTH 33 0 FEET THEREOF) IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 90033284, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 5 AS A LIMITED COMMON ELEMENT AS DEFINED AND SET FORTH IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM AS AMENDED FROM TIME TO TIME.

Property of Cook County Clerk's Office

9389875

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISION OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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Property of Cook County Clerk's Office

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CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

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

DEPT-01 RECORDING
71111 TRAM 3268 11/05/93 11:51:00 \$23.5
5779 * - 93-898876
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

KNOW ALL MEN BY THESE PRESENTS, That the Oxford Bank & Trust
1100 W. Lake Street, Addison, Illinois 60101
a corporation of the State of Illinois, for and in consideration of the payment of the indebtedness
secured by the Assignment of Rents partial payment
Mortgage hereinafter mentioned, and the ~~release~~ of all the notes thereby secured,
and of the sum of one dollar, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE,
CONVEY and QUIT CLAIM unto Oxford Bank & Trust under Trust Agreement dated March
4, 1993 and known as Trust #257
(NAME AND ADDRESS)

heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever it may have
acquired in, through or by a certain Assignment of Rents
Mortgage, bearing date the 15th day of June
1993, and recorded in the Recorder's Office of Cook County, in the State of Illinois, in book
93703879
93503882 of records, on page _____, as document No. _____, to the premises therein described,
situated in the County of DuPage Cook, State of Illinois, as follows, to wit:
Commonly Known As: 5011-5021 Valley Lane, Streamwood, IL
P.I.N.: 06-26-365-001

PARCEL 1:
UNIT 306 IN SHANNON COURT CONDOMINIUMS AS DELINEATED ON THE
SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOT 1 BLOCK 501 IN THE OAKS UNIT NUMBER
3, BEING A RESUBDIVISION OF SECTIONS "E" AND "F" IN THE OAKS UNIT NUMBER 2, BEING A SUBDIVISION
OF PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 9
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF STREAMWOOD, IN COOK COUNTY, ILLINOIS,
HEREINAFTER REFERRED TO AS "PARCEL", WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION
OF CONDOMINIUM FOR SHANNON COURT CONDOMINIUMS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS
IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 93332086 TOGETHER WITH AN UNDIVIDED PERCENT INTEREST
IN THE COMMON ELEMENTS OF SAID PARCEL.

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

IN TESTIMONY WHEREOF, the said Corporation

has caused these presents to be signed by its Sr. Vice President, and attested by its Asst. Vice
President
~~Secretary~~ and its corporate seal to be hereto affixed, this 18th day of November, 1993.

2250
A

OXFORD BANK & TRUST
By: Michael A. Paulak
Michael A. Paulak Sr. Vice President
Attest: Jon S. Maul
Jon S. Maul Secretary Asst. Vice President

This instrument was prepared by Laura A. Cappello, 1100 W. Lake St., Addison, IL 60101
(NAME AND ADDRESS)

44

RELEASE DEED
By Corporation

TO

ADDRESS OF PROPERTY:

UNOFFICIAL COPY



MAIL TO:

John Cox & Assoc. Ltd
60 Reserve Dr. #770
Northbrook, IL 60062

Form No. 835 Bankforms, Inc. - April, 1980

Property of Cook County Clerk's Office

OFFICIAL SEAL
KARYN J. HORAK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/22/97

NOTARY PUBLIC

GIVEN under my hand and seal this 18th day of October 1993
Karyn J. Horak
Notary Public

in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael A. Pawlak
personally known to me to be the St. Vice President of the Oxford Bank & Trust
Jon S. Maul, a corporation, and Jon S. Maul, personally
President known to me to be the Asst. Vice ~~President~~ of said corporation, and personally known to me to be the
same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person
and severally acknowledged that as such St. Vice President and Asst. Vice President, they
signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto,
pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary
act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

STATE OF Illinois
COUNTY OF DuPage
I, Karyn J. Horak
a notary public

92888886

UNOFFICIAL COPY

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MEMORANDUM OF INSTALLMENT CONTRACT FOR DEED

THIS MEMORANDUM is made as of the 25th day of October, 1993, by and between ROBERT J. RAINFORD and FLORENCE RAINFORD ("Sellers") and DAVID JACK and MARCIA JACK ("Purchasers").

Sellers, in consideration of the payments to be made and the covenants to be performed by Purchasers as set forth in that certain Installment Contract for Deed dated October 25, 1993 (the "Agreement") by and between Sellers and Purchasers herein, contract with the Purchasers according to the terms of said Agreement to convey the real property legally described as:

Lot 49 in West Welwyn being a Subdivision of Blocks 1, 2 and 3 and vacated streets adjoining said blocks in Oliver Salinger and Company's Touhy Avenue Subdivision of part of the South Half of Section 28, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

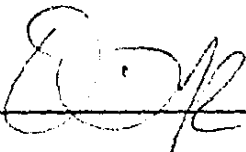
P.I.N.: 09-28-308-134

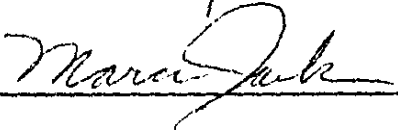
commonly known as 1922 Fargo Avenue, Des Plaines, Illinois 60018


The purpose of this instrument is to give notice of the aforesaid Installment Contract for Deed and all its terms, covenants and conditions to the same extent as if said Installment Contract for Deed were fully set forth herein.

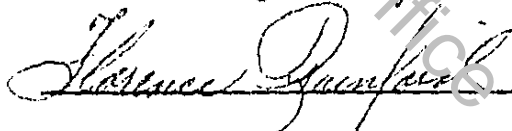
PURCHASERS

SELLERS









DEPT-01 RECORDING \$25.50
T-1111 TRAM: 3268 11/05/93 11:51:00
45780 * -93-898877
COOK COUNTY RECORDER

2550
A

45