

UNOFFICIAL COPY

93164617

LASALLE TALMAN BANK, F.S.B.

RELEASE OF MORTGAGE

Loan No. 164817-9

THE ABOVE SPACE FOR RECORDERS USE ONLY

KNOW ALL MEN BY THESE PRESENTS THAT LASALLE TALMAN BANK, F.S.B. FORMERLY KNOWN AS THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS a corporation existing under the laws of the United States of America, for and in consideration of one dollar, and other good and valuable consideration, the receipt whereof is hereby acknowledged does hereby Remise, Convey, Release and Quit-Claim unto JEAN J. BOUVIER AND MARIA A. BOUVIER, HIS WIFE

all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Mortgage recorded/registered in the Recorder's/Registrar's office of COOK County, Illinois, as Document No. 2004569, to the premises therein described to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO.

DEPT-01 RECORDINGS \$23.50
T#7777 TRAN 5752 03/04/93 12:13:00
#3299 # -93-164617
COOK COUNTY RECORDER

Property Address: 106 W GARDEN PALATINE IL 60067
Permanent Index No. 52 10 203 041 0000

Said Association warrants that it has good right, title, and interest in and to said mortgage and has the right to release the same either as the original mortgagee or as successor in interest to the original mortgagee.

IN TESTIMONY WHEREOF, LASALLE TALMAN BANK, F.S.B. has caused this release to be signed by its duly authorized officers and its corporate seal to be affixed hereto this February 11, 1993

LASALLE TALMAN BANK, F.S.B.

Attest: *[Signature]* By: *[Signature]*
Loan Servicing Officer Loan Servicing Officer

STATE OF ILLINOIS
COUNTY OF COOK

SS.

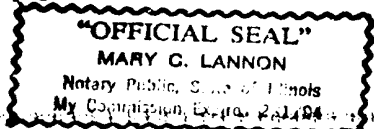
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I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT: the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers of LaSalle Talman Bank, F.S.B. 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, the day and year first above written.

[Signature]
Notary Public

THIS INSTRUMENT WAS PREPARED BY:
Pamela Taylor / S. BERGMAN
LASALLE TALMAN HOME MORTGAGE CORPORATION
4242 North Harlem Avenue
Norridge, Illinois 60634



* 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. *

Recorder's Box No. _____

Mail To:
MARIA BOUVIER C/O GUY BOUVIER
129-1 SOUTH HIGHLAND AVE APT B1
OSSEING NY 10562

RE054 003 099

(93-2)
2647L

CFE 93-035-202

MAIL TO

2350

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Lot Fifty Nine (59) in "English Valley" Unit One, being a Subdivision of part of the East Half (1/2) of the Northeast Quarter (1/4) of Section 10 Township 42 North, Range 10, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on July 10, 1969, as Document Number 2460775.

93164617

Property of Cook County Clerk's Office

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, as is necessary to protect Lender's interest, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action, as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed or any covenant or agreement under this Mortgage. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor, to the extent of any payment by Lender to such lienor.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property. Lender shall have the right to inspect the Property for any reason, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successor in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute this Credit Agreement, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable under the Credit Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Mortgage or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying the Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering "or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage, in the event that any provision or clause of this Mortgage or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Credit Agreement which can be given effect without a conflicting provision, and to this end the provisions of this Mortgage and the Credit Agreement are declared to be severable, as used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited hereof.

14. **Prior Mortgage or Deed of Trust; Modification; Future Advances.** Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Mortgage by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement, without the prior written consent of Lender.

15. **Borrower's Copy.** Borrower shall be furnished a copy of the Credit Agreement and of this Mortgage at the time of execution or after recording hereof.

16. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or causes which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. **Waiver of Homestead Exemption.** To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Mortgage.

18. **Waiver of Statutes of Limitation.** Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Mortgage.

19. **Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. **Notice of Transfer of the Property; Advances After Transfer.** Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. **Transfer of the Property.** Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay these sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedy permitted by paragraph 22 hereof.

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