

UNOFFICIAL COPY

CIVIC FEDERAL SAVINGS BANK NOW KNOWN AS

KNOW ALL MEN BY THESE PRESENTS, That the METROPOLITAN BANK AND TRUST COMPANY, 2201 West Cermak Road, Chicago, Illinois 60608,

a corporation of the State of ILLINOIS for and in consideration of the payment of the indebtedness secured by the MORTGAGE hereinafter mentioned, and the cancellation 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 JUVENAL G. GARCIA MARRIED TO JOSEFINA GARCIA 2956-58 WEST 26th STREET CHICAGO, ILLINOIS 60623 (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 MORTGAGE bearing date the 15th day of OCTOBER, 19 91, and recorded in the Recorder's Office of COOK County, in the State of ILLINOIS in book \_\_\_\_\_ of records, on page \_\_\_\_\_, as document No. 91538364 to the premises therein described, situated in the County of COOK, State of ILLINOIS, as follows, to wit:

The South Eighty Five (85) feet of that part of the North West Quarter (NW1/4) of Section Twenty Five (25), Township Thirty Nine (39) North, Range Thirteen (13), East of the Third (3rd) Principal Meridian, Lying East of East Line of Sacramento Avenue North of North Line of 26th Street and West of West Line of Cass Subdivision of East Thirty (30) Acres of South Sixty Four (64) Acres of the North West Quarter (NW1/4) of Section Twenty Five (25) Aforesaid According to Map of said Subdivision Recorded June 29, 1886 as Document 730704 in Cook County, Illinois.

COMMONLY KNOWN AS: 2956-58 WEST 26th STREET CHICAGO, ILLINOIS 60623

PERMANENT TAX #16-25-127-026-0000

DEPT-01 RECORDING 423.50  
T45555 TRAN 9569 04/01/93 12:11:00  
#1814 # 93-240099  
COOK COUNTY RECORDER

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

IN TESTIMONY WHEREOF, the said CIVIC FEDERAL SAVINGS BANK NOW KNOWN AS METROPOLITAN BANK AND TRUST CO.

has caused these presents to be signed by its VICE President, and attested by its ASST. Secretary, and its corporate seal to be hereto affixed, this 10th day of FEBRUARY, 19 93

METROPOLITAN BANK & TRUST COMPANY

By [Signature] Vice President

Attest: [Signature] Secretary

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

This instrument was prepared by KATHY ZYLA 3522 WEST 26th STREET CHGO. (Name) (Address)

2350

932310099

UNOFFICIAL COPY

RELEASE DEED  
By Corporation

CIVIC FEDERAL SAVINGS BANK NOW KNOWN

AS METROPOLITAN BANK & TRUST COMPANY

TO

JUVENAL G. GARCIA MARRIED TO

JOSEFINA GARCIA

ADDRESS OF PROPERTY:

2956-58 WEST 26th STREET

CHICAGO, ILLINOIS 60623

MAIL TO

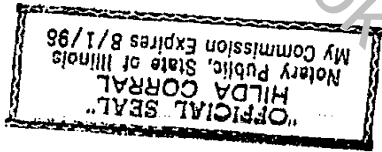
JUVENAL G. GARCIA  
2956-58 WEST 26th STREET  
CHICAGO, ILLINOIS 60623

10909 77 0990  
MIRENO, HERMANVALEZ + BUIZ, LL  
111 E WACKER DR. SUITE 500  
CHICAGO IL 60601

82438 BANKCRAFT



Property of Cook County Clerk's Office



I, HILDA CORRAL  
in and for said County, in the State aforesaid, DO HEREBY CERTIFY that  
JOHN LENCE  
METROPOLITAN BANK  
personally known to me to be the VICE President of the  
AND TRUST COMPANY, a corporation, and ALICIA MONTOYA, personally  
known to me to be the ASST. Secretary 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 VICE President and ASST. Secretary, they  
signed and delivered the said instrument as VICE President and ASST. Secretary of said  
corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority  
given by the Board of DIRECTORS of said corporation, as their free and voluntary act, and as the  
free and voluntary act of said corporation, for the uses and purposes therein set forth.  
GIVEN under my hand and seal this 10th day of FEBRUARY 1993  
Hilda Corral

65001/266

# UNOFFICIAL COPY

|                                                                 |  |                                                  |  |
|-----------------------------------------------------------------|--|--------------------------------------------------|--|
| <b>Borrower's Name and Address</b>                              |  | <b>Lender's Name and Address</b>                 |  |
| 950776600<br>MARCH 19, 1993<br>950776600<br>105,000.00<br>00.00 |  | 100.00<br>00.00<br>UNTIL MATURITY<br>AS MATURITY |  |
| Maturity Date: MARCH 19, 1993                                   |  | Maturity Date: MARCH 19, 1993                    |  |

## HOME EQUITY LINE OF CREDIT - VARIABLE RATE

**GENERAL:** This agreement is made this 19th day of March 1993 between the undersigned Lender and Borrower. The Lender hereby agrees to advance to the Borrower a sum of money as hereinafter provided, to be repaid by the Borrower in accordance with the terms and conditions hereinafter set forth. This agreement shall be subject to the terms and conditions of the Lender's Standard Home Equity Loan Agreement, which is hereby incorporated by reference into this agreement. The Lender's Standard Home Equity Loan Agreement is a document which is available to the Borrower upon request. The Lender's Standard Home Equity Loan Agreement is a document which is available to the Borrower upon request. The Lender's Standard Home Equity Loan Agreement is a document which is available to the Borrower upon request.

**AUTOMATIC WITHDRAWAL:** If at any time you authorize us to debit your account for the payment of any amount due to us, we will debit your account for the amount due to us on the date of your next payment. If your account does not have enough money to pay the amount due to us, we will debit your account for the amount due to us on the date of your next payment. If your account does not have enough money to pay the amount due to us, we will debit your account for the amount due to us on the date of your next payment.

**SECURITY:** The security for the advance of money to you shall be the right of first lien in the property described in the agreement. You shall have the right of first lien in the property described in the agreement. You shall have the right of first lien in the property described in the agreement. You shall have the right of first lien in the property described in the agreement. You shall have the right of first lien in the property described in the agreement.

**REAL ESTATE PROPERTY COMMONLY KNOWN AS:**  
7013 N. TRIPP AVENUE  
LINCOLNWOOD, ILLINOIS 60466

**ADVANCEMENT:** The following additional conditions apply:  
During the draw period you may request advances totaling more than \$105,000.00 per DAY.  
During the draw period you will be limited to a total of UNLIMITED advances per DAY.  
During the term of the plan you may not request advances totaling more than \$105,000.00 per DAY.  
During the term of the plan you will be limited to a total of UNLIMITED advances per DAY.

**CRITICALLY ILLUSTRATED:** If checked, collateral securing other loans you have with us may also secure this agreement. Filing fees: **NAIVED**.  
If this agreement is secured by real property we agree to pay any expenses incurred in relation to the security interest.  
You may buy property insurance from anyone you wish. A loan acceleration will occur if you buy the insurance from us through us. Your premium will be: **N/A**.

**FINANCE CHARGES:** Finance charges begin to accrue immediately when we make a loan to you. To figure the finance charge for a billing cycle we apply a daily periodic rate of finance charge to the unpaid balance of your loan account each day.  
**ANNUAL PERCENTAGE RATE:** The annual percentage rate is 7.00%. The annual percentage rate includes interest and not other costs.

**CRREDIT INSURANCE:** Credit life insurance and credit disability insurance are not required to obtain credit. We will provide no coverage unless you agree to pay the additional cost. The rates listed below are applied to the average daily principal balance to determine the premium you owe for the billing cycle.

**VARIABLE RATE:** The annual percentage rate may change and will be **ONE PERCENT OVER** the following base rate. The base rate is the prime rate as published in the Wall Street Journal. The annual percentage rate may change on the first day of each month. An increase in the prime rate will cause an increase in the finance charge and I may have the right to increase your periodic minimum payment. The annual percentage rate will not increase more often than once a month. A decrease will have the opposite effect of an increase disclosed above.  
If the base rate changes more frequently than the annual percentage rate, we will use the base rate in effect on the day we adjust the annual percentage rate to determine the new annual percentage rate. We will not use a higher daily charge rate than the rate that occurs between two annual percentage rate adjustments.  
The annual percentage rate referred to in this section is the nominal rate which corresponds to the interest rate applied to the balance as described above. The corresponding **ANNUAL PERCENTAGE RATE** will never be less than the highest available rate for this type of loan as determined by applicable state or federal law.

| TYPE       | RATE               |
|------------|--------------------|
| Life       | \$0.12 per \$1,000 |
| Disability | \$1.00 per \$1,000 |

**ADDITIONAL CHARGES:** We agree to pay the following additional charges:  
A late charge of \$1.00 per day for each day not paid within 15 days of the billing date of \$1.00 per day of the payment or \$ **NAIVED** whichever is less.  
A fee of \$20.00 per year in order to participate in this plan. We will not charge this fee to your account until you have an annual base rate.  
An additional **FINANCE CHARGE** of **NAIVED** per year on any balance in arrears under the plan. This fee will be added to your next billing balance at the time we make the adjustment.  
Application Fee: **NAIVED** Points  
Appraisal: **NAIVED** Finance Fee: **NAIVED**  
Property Taxes: **NAIVED** Title Search: **NAIVED**  
Credit Report Fees: **NAIVED** Fire Insurance: **NAIVED**  
Documentation Fees: **NAIVED** Taxes: **NAIVED**  
Termination Fee: **NAIVED**  
Other: **NAIVED**

**HOW YOU REPAY YOUR LOAN:** (In or before each payment date, you agree to make a minimum payment. The minimum payment is the amount listed on the monthly statement. If you do not make the minimum payment, we may, but are not required to, increase the amount you must pay to make the payment. At the time of this agreement, you agree to make the minimum payment.)  
You agree to pay us, or our agent, the amount of each payment. You must continue to make the minimum payment until the loan is paid in full.  
If you fail to make a payment as required, we will be forced to take any and all action to collect the amount due to us, including the finance charge.

**ATTORNEY'S FEES:** You agree to pay all attorney's fees and costs, including attorney's fees that we incur in legal proceedings to collect on amounts due to us, if you are in default.  
**NOTICE:** See the reverse side for additional terms and for information about your rights in the event of a billing error.  
**SIGNATURES:** By signing below you agree to the terms on both sides of this agreement and you promise to pay any amounts you owe on this agreement. You also state that you received a completed copy of this agreement on today's date.

**FINAL PAYMENT:** At the maturity date listed above, you must pay any remaining loan account balance outstanding. The minimum payment will not reduce the amount that is outstanding on your loan. You will then be required to pay the entire balance in a single lump-sum payment.  
We shall charge late finance charges your loan account balance at the time you fail to make a payment as required to do so. If you refuse to make a payment as required, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain financing from us.  
**ADDITIONAL REPAYMENT TERMS:** If your loan account balance or a payment date is less than the minimum payment amount, you must pay only the loan account balance.  
If you fail to make a payment as required, we are not required to advance money to you to make the payment. At the time of this agreement, we will apply to such a loan.  
You can pay off all or part of what you owe at any time. However, so long as you owe any amount you must continue to make your periodic minimum payment.

Signature: **BURNARD D. ROSE**  
Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
1042 BARNHART SYSTEMS INC. ST. CLOUD, MN 56301 FORM 0296-4 9 9 9

