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GEORGE E. COLE  
LEGAL FORMS

FORM NO. 210  
February, 1985

RELEASE DEED  
(ILLINOIS)

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93360817

DEPT-01 RECORDING \$23.50  
T#1111 TRAN 9775 05/13/93 12:21:00  
49564 # \*93-360817  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

KNOW ALL MEN BY THESE PRESENTS,

THAT Marine Midland Bank, NA., 1 Marine Midland Center, Buffalo, NY 14203

of the County of ERIE and State of NEW YORK for and in consideration of one dollar, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, do es hereby remise, release, convey and quit-claim unto Thomas S. Geraghty and Stacey Geraghty, his Wife  
(NAME AND ADDRESS)  
2831 North Parkside Ave., Chicago, IL 60624

heirs, legal representatives and assigns, all the right, title, interest, claim, or demand whatsoever may have acquired in, through, or by a certain MORTGAGE, bearing date the 9th day of January 1989, and recorded in the Recorder's Office of Cook County, in the State of Illinois in Book of \_\_\_\_\_ page \_\_\_\_\_ as Document Number 89016362, to the premises therein described, situated in the County of Cook, State of Illinois, as follows, to wit:

SEE ATTACHED

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

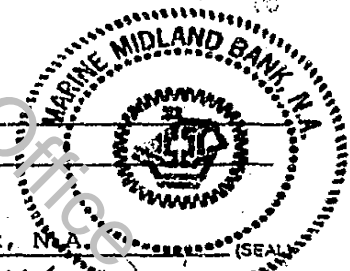
Permanent Real Estate Index Number(s): 13-29-231-010

Address(es) of premises: 2831 N. Parkside Ave., Chicago, IL 60634

WITNESS \_\_\_\_\_ hand and seal this 24th day of February 1993.

Marine Midland Bank, N.A. (SEAL)

Celine A. Dalfonso (SEAL)  
Celine A. Dalfonso, Asst. Vice President



STATE OF New York

COUNTY OF Erie

ss.

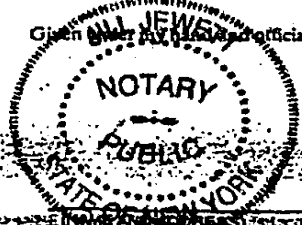
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I, Jill Jewett  
a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Celine A Dalfonso

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

Given under my hand and official seal, this 24th day of February, 1993.



Jill Jewett  
Notary Public  
Commission expires Jill JEWETT No. 4969274  
Notary Public, State of New York  
Qualified In Erie County  
My Commission Expires July 9, 1997

Mail to:

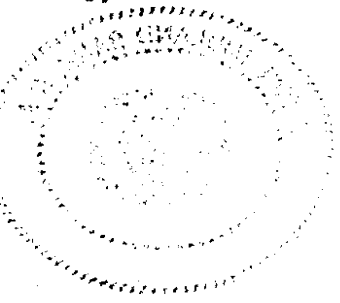
Mary Frances Hegarty  
301 W. Touhy Ave.  
Park Ridge, IL 60068

2350  
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Property of Cook County Clerk's Office

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118011-01

# UNOFFICIAL COPY

MORTGAGE

72733

This Mortgage made this 07 day of JANUARY 80, 1980 between Thomas G. Geraghty and Stacey Geraghty (herein the "Mortgagor") and Centennial Mortgage Co His Wife

0777-160

and its successors and assigns (hereinafter the "Mortgagee")

89016363

## RECITALS

Forty-Five Thousand Four Hundred Thirty & 62/100's

WHEREAS, Mortgagor is indebted to Mortgagee in the sum of

(\$ 45,430.62 ) Dollars including interest thereon as evidenced by a Promissory Note of even date herewith made by Mortgagor (the "Note") and payable in accordance with the terms and conditions stated therein.

NOW, THEREFORE, Mortgagor, in consideration of the aforesaid sum and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure payment thereof and of all other sums required by the terms of said Note or of this Mortgage to be paid by Mortgagor and to secure the performance of the terms, covenants and conditions herein or in the Note contained and to secure the prompt payment of any sums due under any renewal, extension or change in said Note or of any Note given in substitution thereof, which renewal, extension, change, or substitution shall not impair in any manner the validity or priority of this Mortgage does hereby grant, convey, warrant, sell and assign to Mortgagee, its successors and assigns all

of the following real estate situated in Cook County, Illinois, to wit:

Lot 32 in the Resubdivision of Lot "A" in the Subdivision of Lots 15 and 16 in King and Patterson's Subdivision of the North East Quarter of Section 29, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. P.M.N. 13-29-231-010.

c/k/a 2831 N. Parkside Ave., Chicago, Illinois 60634

89016363

104001000

LOQUITY TITLE CO. OF ILL. INC.  
100 N. LA SALLE ST. SUITE 2105  
CHICAGO, IL 60602

93260817

Together with all improvements, tenements, hereditaments, easements, and appurtenances thereunto belonging or pertaining, and all equipment and fixtures now or hereafter situated thereon or used in connection therewith, whether or not physically attached thereto. To have and to hold the premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagor does hereby expressly release and waive

See Reverse Side for Additional Covenants

(Seal)  
(Seal)

IN WITNESS WHEREOF, the Mortgagor, and each of them, has hereunto set his hand and seal the day and year first above written.

15. Upon full payment of all sums secured hereby, Mortgagee shall execute and deliver to Mortgagor a release of this mortgage.

14. No remedy or right of Mortgagee shall be exclusive, but shall be in addition to every other right or remedy herein conferred or now or hereafter existing by law. Each and every right, power and remedy may be exercised or enforced currently. No delay in any exercise of any Mortgagee's rights hereunder shall preclude the subsequent exercise thereof so long as Mortgagee is in default hereunder and no waiver by Mortgagee of any default of Mortgagee shall operate as a waiver of subsequent defaults. Time is of the essence of this Mortgage.

13. Every maker or other person liable upon the Note secured hereby shall remain primarily bound (jointly and severally, if more than one) until said Note is fully paid, notwithstanding any sale or transfer of the mortgaged property. This instrument shall inure to the benefit of and bind the respective heirs, successors and assigns of the parties. Whenever the word Mortgagor shall include the plural, the singular, and the use of any gender shall be applicable to all genders. The word Mortgagor shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof, whether or not such person shall have executed the Note or this mortgage.

12. In the event of any foreclosure of this Mortgage, the Mortgagor shall pay all costs and attorney's fees which may be incurred by Mortgagee therein or in connection with any proceeding to which Mortgagee may be a party by reason of this mortgage, Mortgagee will pay Mortgagee, in addition to other costs, a reasonable fee for the evidence prior to and after the filing or foreclosure and the preparation of such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeeping and repair made in order to place the premises in a condition to be sold.

11. In the event of default in performance of any of Mortgagee's covenants or agreements herein contained, Mortgagee may, but need not, make any payment or perform any act hereunder required of Mortgagee, in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, title or claim thereof or redeem from any tax sale or forfeiture affecting the premises or commit any tax assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorney's fees, in and any other monies advanced by Mortgagee to protect the premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable with interest with notice and with interest thereon as provided in the Note secured hereby.

10. In the event of a default by Mortgagee in the performance of any agreement of Mortgagee hereunder or under any other instrument given as security in connection with this transaction or in any payment provided for herein or in the Note, or if there is a default in any prior mortgage affecting the premises for a period of thirty (30) days, or if there is an advance to Mortgagee under the terms of any prior open-end mortgage without the written consent of Mortgagee, or if Mortgagee shall become bankrupt or insolvent, or file a petition in bankruptcy or a voluntary petition to reorganize or to effect a plan or other arrangement with creditors or make an assignment for the benefit of creditors or have a receiver appointed or should the mortgaged premises or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagee herein contained be incorrect or if the Mortgagor shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then and in any of such events, at Mortgagee's option, the whole amount hereby secured shall become immediately due and payable without notice or demand and this mortgage may be foreclosed accordingly. If Mortgagee should abandon the mortgaged property, Mortgagee may take immediate possession thereof with or without foreclosure.

9. In the event of loss or damage to the mortgaged property, the proceeds of any insurance shall be paid to the Mortgagee. All monies received in respect of the mortgaged property by Mortgagee (a) under any policy of insurance, (b) from awards or damages in connection with any taking or injury of the mortgaged property for public use, (c) from rents and income, may at Mortgagee's option, without notice, be used (i) towards the payment of the indebtedness secured hereby or any portion thereof whether or not yet due and payable; (ii) towards reimbursement of all costs; attorney's fees and expenses of Mortgagee in collecting the proceeds of the insurance policies or the awards connected with the taking or injury of the mortgaged property. Any such monies received by Mortgagee not used as aforesaid will be paid over to Mortgagor.

8. Mortgagee hereby assigns and transfers unto Mortgagee, up to the amount of the indebtedness secured hereby, all awards of damages in connection with any taking or injury of the mortgaged property under power of eminent domain or acquisition for public use or quasi-public use, and the proceeds of all awards after the payment of all expenses, including Mortgagee's attorney's fees, shall be paid to Mortgagee and Mortgagee is hereby authorized, on behalf and in the name of Mortgagee, to execute and deliver valid acquittances and to appeal from any such award.

7. Mortgagee hereby assigns and transfers to Mortgagee all rents and profits due or to become due and all deposits of money as advanced rent, or for security, under all present and future leases or agreements for use or occupancy of the mortgaged premises, including those made by Mortgagee under powers herein granted, hereby absolutely transferring and assigning all such leases and agreements and all avals thereunder to Mortgagee.

6. To execute, acknowledge and deliver any and all instruments upon demand of Mortgagee, as Mortgagee may deem appropriate to perfect, further evidence, protect or facilitate the enforcement of the lien of this Mortgage.

5. To comply promptly with all ordinances, regulations, laws, conditions and restrictions which affect the mortgaged property, or its use, and not permit it to be used for any unlawful purposes.

4. To pay, ten (10) days before the same shall become delinquent or a generally attaches thereto for non-payment, all taxes, assessments and charges of every nature which may be levied, assessed, or charged or imposed on the premises, or any part thereof, and to pay when due any indebtedness which may be secured by a lien or charge on the premises, and, upon request by Mortgagee, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such lien or claim.

3. To keep the buildings now and hereafter standing on the mortgaged premises and all insurable parts of said real estate insured against loss or damage by fire or other hazards as the Mortgagee may from time to time require, all such insurance to be in forms and companies and in sums satisfactory to Mortgagee. A copy of all insurance policies shall be held by and be payable to Mortgagee as its interest may appear. At least fifteen (15) days before the expiration of each such policy, Mortgagee shall deliver to Mortgagee a copy of a policy to take place of the ones so expiring.

2. To keep the premises in good condition and repair and not to commit or permit waste thereon.

1. To pay, when due, all sums secured hereby.

Mortgagor covenants and agrees:

COVENANTS

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