

# UNOFFICIAL COPY

RELEASE OF MORTGAGE OR TRUST  
BY CORPORATION (ILLINOIS)

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

4 5 0 3 4 4 2

94503442

**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.**

DEPT-01 RECORDING \$23.00  
T#0004 TRAN 2329 06/07/94 11:42:00  
#3890 + LC # -94-503442  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

KNOW ALL MEN BY THESE PRESENTS, That the SUBURBAN TRUST AND SAVINGS BANK, 840 SO. OAK PARK AVE., OAK PARK, IL 60304

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 Theodore P. Kates and Mary L. Kates his wife  
(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 16th day of March, 19 93, and recorded in the Recorder's Office of Cook County, in the State of Illinois, in book \_\_\_\_\_ of records, on page \_\_\_\_\_, as document No. 9321108, to the premises therein described, situated in the County of Cook, State of Illinois, as follows, to wit:

The South Thirty-Three (33) feet of Lot eleven (11) in the subdivision of lots twenty-five (25) to forty-one (41) inclusive, in Block four (4), of Merchants Madison Street addition, being a subdivision in the North East quarter (1/4) of Section 18, township 39 North, Range 13, East of the third principal meridian.

ID # 16-18-311-018-0000 commonly known as 646 South Clarence Oak Park, IL. 60304

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

IN TESTIMONY WHEREOF, the said SUBURBAN TRUST AND SAVINGS BANK  
Vice Assistant VP  
has caused these presents to be signed by its President, and attested by its Secretary, and its corporate seal to be hereto affixed, this 6th day of June, 19 94

SUBURBAN TRUST AND SAVINGS BANK

By Patricia Bielat, Vice

Attest: John P. Wentling, Assistant Vice President

A. Verbraeken, 840 S. Oak Park, Oak Park, IL. 60304

This instrument was prepared by \_\_\_\_\_  
(NAME AND ADDRESS)

94503442

23 [Signature]

**RELEASE DEED**

**By Corporation**

TO

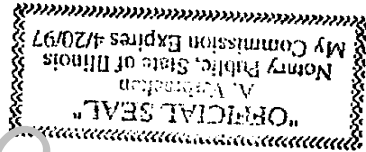
ADDRESS OF PROPERTY:

MAIL TO:

**UNOFFICIAL COPY**

22481 Sigma Financial, Inc.

Property of Cook County Clerk's Office  
LOOK BOX No. 427



I, A. Verbraeken, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patricia Bletat Vice President of the SUBURBAN TRUST AND SAVINGS BANK, a corporation, and JOHN P. Wentling, Assistant VP, personally known to me to be the 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 Assistant VP and Secretary, 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.

GIVEN under my hand and Notarial seal this 6th day of June 19 94

A. Verbraeken  
NOTARY PUBLIC

STATE OF ILLINOIS  
COUNTY OF COOK  
} SS.

94503442

24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.

25. WAIVER OF REDEMPTION. Grantor, to the extent Grantor may lawfully do so, hereby waives any and all rights to redeem the Property sold under an order of sale pursuant to foreclosure proceedings, and hereby waives the period of redemption, and any and all rights which would have accrued during such redemption period, but for this waiver.

26. SATISFACTION. Upon the payment in full of the Obligations this Mortgage shall be satisfied of record by Lender.

27. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.

28. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.

29. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

30. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.

31. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

32. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due for enforcing any right of remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorneys' fees and costs.

33. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.

34. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of its Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.

35. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender, and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legal heirs and devisees.

36. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other addresses as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.

37. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

38. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.

39. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

40. ADDITIONAL TERMS.

This Mortgage is executed by Trustee, not personally, but as Trustee and it is expressly understood that nothing contained herein shall be construed as creating any personal liability on Trustee, and any recovery shall be solely against and out of the Property; however, this waiver shall not affect the liability of any Borrower or guarantor of the Obligations.

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage.  
Dated: MAY 31, 1994 FIRST BANK OF OAK PARK, IL, a successor to Citizens National Bank of Chicago, as Trustee under Trust Agreement No. 132

BY: [Signature]  
Vice-President & Trust Officer  
not personally but as Trustee

GRANTOR: [Signature]  
ATTEST [Signature]  
Assistant Secretary

GRANTOR: \_\_\_\_\_  
GRANTOR: \_\_\_\_\_  
GRANTOR: \_\_\_\_\_

GRANTOR: This document is executed by FIRST BANK OF OAK PARK, successor to Oak Park National Bank and Citizens National Bank, not personally but solely as Trustee as aforesaid. All covenants and conditions to be performed hereunder by aforesaid Bank are undertaken by it solely as Trustee and not personally, and no personal liability should be asserted or enforceable against aforesaid Bank by reason of any of the covenants, statements, representations or warranties contained in this instrument.

GRANTOR: \_\_\_\_\_  
GRANTOR: \_\_\_\_\_

945-3110  
01001000

# UNOFFICIAL COPY

State of Illinois  
County of Cook

County of \_\_\_\_\_

I, Judith Ellen Lewis, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frederic W. Monk and John Mach personally known to me to be the same person as whose name as subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_  
as \_\_\_\_\_  
on behalf of the \_\_\_\_\_

Given under my hand and official seal, this 31st day of May, 1994.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_

*Judith Ellen Lewis*  
Notary Public

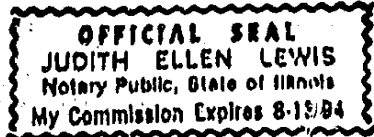
Notary Public

Commission expires: 8/13/94

Commission expires: \_\_\_\_\_

### SCHEDULE A

The street address of the Property (if applicable) is:  
42-44 N. Pine Street  
Chicago, IL 60644



Permanent Index No.(s): 16-09-310-011

The legal description of the Property is:

Lots 28 and 29 in Block 6 in Craft addition to Austinville, said addition being a Subdivision of the West 36 1/4 acres of the South 43 3/4 acres of the West 1/2 of the South West 1/4 of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, C/K/A 42 North Pine, Chicago, Illinois.

### SCHEDULE B

Mortgage granted to First National Bank of Chicago on March 17, 1987 in the amount of \$85,000.00 and recorded on March 20, 1987 as Document # 87150158.

# LOCK BOX No. 427

SUBURBAN TRUST & SAVINGS BANK  
840 SO. OAK PARK AVENUE  
OAK PARK, ILLINOIS 60304

945C3440

This instrument was prepared by: J.P. Wentling, 840 S. Oak Park Avenue, Oak Park, Illinois 60304

After recording return to Lender.