

Full Satisfaction
UNOFFICIAL COPY
And Release of Mortgage

94580921

n/k/a St. Anthony Federal Savings and Loan Association ST. ANTHONY BANK, A Federal Savings Bank - 1447 South 49th Court - Cicero, Illinois 60650 Loan No. 120783

a corporation existing under the laws of the United States of America

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, CONVEY, RELEASE and QUIT CLAIM unto George Sfikas & Stella Sfikas, his wife & Panagiotis Bournias, married to Maria Bournias

of the County of Cook and State of Illinois, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Mortgage dated the

8th day of January, A.D. 1988, and recorded in the Recorder's Office of

Cook County, in the State of Illinois, in book

** of records, on page **, as document No. 88166082, and a certain Assignment

of Rents dated the ** day of **, 19 **, and recorded in the Recorder's

Office of **** County, in the State of ****, in

book ** of records, on page **, as document No. **, to the premises therein described, as follows, to-wit:

04 003312

RECORDING
BOX 156

94580921

DEPT-01 RECORDING \$23.00
T-1111 TRAM 5846 07/05/94 11:26:00
#2039 # CG *-94-580921
COOK COUNTY RECORDER

PIN: 13-02-420-047-1001
Commonly Known As: 5730 North Kimball, Unit #1 Chicago, Illinois 60645

situated in the City of Chicago, County of Cook and State of Illinois, together with all the appurtenances and privileges thereunto belonging or appertaining.

IN TESTIMONY WHEREOF, the said corporation has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice-President, and attested by its Loan Officer Secretary; this

23rd day of June A.D., 19 94 94580921

ATTEST:

Deborah Ness
Deborah Ness, Loan Officer Secretary

Kathleen C. Marmitt
By Kathleen C. Marmitt Vice-President

STATE OF Illinois ss. I, Carol A. Vander Veen the undersigned, a Notary Public
COUNTY OF Cook

in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Kathleen C. Marmitt

personally known to me to be the Vice-President of St. Anthony Federal Savings and Loan Association n/k/a St. Anthony Bank, a FSB

a corporation, and Deborah Ness personally known to me to be the Loan Officer 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 officers, they signed and delivered the said instrument as such 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 23rd day of June, A.D. 19 94

THIS INSTRUMENT WAS PREPARED BY: Carol A. Vander Veen
Notary Public
Carol A. Vander Veen, Notary

ST. ANTHONY BANK
A Federal Savings Bank
1447 S. 49th COURT
CICERO, ILLINOIS 60650

WHEN RECORDED, RETURN TO
ATI Title Co.
377 E. Butterfield Rd., Suite 100
Lombard, Illinois 60148

"OFFICIAL SEAL"
CAROL A. VANDER VEEN
NOTARY PUBLIC, STATE OF ILLINOIS
BY COMMISSION EXPIRES 12/31/94

BOX 156

2300

UNOFFICIAL COPY

Property of Cook County

The South 1/2 of Lot 8 and all of Lot 9 in Block 63 in W. F. Kaiser and Company's Bryn Mawr Avenue Addition to Arcadia Terrace, being a Subdivision of that part of the South West 1/4 of Section 1 and the South 1/2 of the South East 1/4 of Section 2 lying West of the Westerly line of right of way of the North Shore Channel of the Sanitary District of Chicago (except streets heretofore dedicated) in Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit A to Declaration of Condominium made by Cosmopolitan National Bank of Chicago, a National Banking Association, as Trustee Under Trust Agreement dated May 21, 1954 and known as Trust Number 2907 recorded on October 16, 1974 in the Office of the Recorder of Cook County, Illinois, as Document 22879061; together with an undivided .25 percent interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey), all in Cook County, Illinois.

Permanent Index No: 13-02-420-047-1001

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Clerk's Office

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INDEXED
MAY 10 1975
CLERK'S OFFICE

COOK COUNTY RECORDER
13-02-420-047-1001

UNOFFICIAL COPY

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. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is abandoned 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either for restoration or repair of the Property or to sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Note or change the amount of such payment.

10. Borrower Not Released. Extension of the time for payment or modification of any other term of the Note or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner or to the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to extend the period of maturity of such successor or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Note or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other persons or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently and independently.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. 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 19 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used for interpretation of the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, all notices by Borrower provided for in this Mortgage shall be given by delivering it to the Property or by mailing such notice by registered 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 by any notice to Lender shall be given by registered or certified mail, return receipt requested, 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 if the date it is delivered to the Property's address or the date such notice is deposited in the U.S. Mail system with the proper postage and addressed to Borrower. Any notice to Lender shall not be deemed to have been given until it has been received by Lender.

15. Actual Knowledge. For purposes of this Mortgage and the Note, Lender will be deemed to have received actual knowledge of information required to be conveyed to Lender in writing by Borrower, until the date of actual receipt of such information at the address specified above or such other address specified by Lender to Borrower. Such date shall be conclusively determined by reference to the return receipt in possession of Borrower. If such return receipt is not available, such date shall be conclusively determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent. With regard to other events or information not provided by Borrower under this Mortgage or the Note, Lender will be deemed to have actual knowledge of such event or information if: (1) the date of receipt gives a written notice of such event or information from a source Lender reasonably believes to be reliable, including but not limited to courts or other governmental lender, institutional lender, or title company. The actual date of receipt shall be determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent.

16. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect the other provisions of the Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

17. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recording hereof.

18. Events of Default; Remedies (Including Freezing the Line).

a. Events of Default. Set forth below is a list of events which will constitute Events of Default. Such events are: (1) Borrower's failure to pay when due any amounts due under the Note; (2) the outstanding balance due under the Note exceeds the Principal; (3) Lender receives actual knowledge that Borrower's omitted material information on Borrower's credit application or made any false or misleading statement on Borrower's credit application; (4) the death of Borrower or any maker or guarantor of the Note; (5) Borrower files for bankruptcy or bankruptcy proceedings are instituted against Borrower and not dismissed within sixty (60) calendar days, under any provision of any state or federal bankruptcy law in effect at the time of filing; (6) Borrower makes an assignment for the benefit of Borrower's creditors, becomes insolvent or becomes unable to meet Borrower's obligations generally as they become due; (7) Borrower further encumbers the Property or suffers a lien, claim of lien or encumbrance against the Property, except such liens or encumbrances which are subordinate to this Mortgage; (8) Borrower is in default or an action is filed alleging a default under any credit assignment or mortgage evidencing or securing an obligation of Borrower with priority in right of payment over the line of credit described in the Note, or whose lien has or appears to have any priority over the lien created by this Mortgage, or whose lien is or appears to be secured by the Property or on which this Mortgage is a lien, or any of Borrower's other creditors attempts to (or actually does) seize or obtain a writ of attachment against the Property; (9) Borrower fails to keep any other covenant contained in this Mortgage and the Note not otherwise specified in this Section.

b. Remedies (Including Freezing the Line). Lender may, at its sole option, upon the occurrence of an Event of Default, freeze or terminate the line, and require Borrower to make immediate full repayment of the unpaid principal balance of the line together with accrued but unpaid interest and other charges. "Freezing" the line means refusal to make any further advances against the line. If Lender fails to make such payment upon demand, Lender may institute foreclosure proceedings or pursue any other remedy or remedies given to Lender by law or under this Mortgage and the Note. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorneys' fees, and costs of documenting evidence, abstracts and title report. As additional specific protection, notwithstanding any other term of this Mortgage, Lender, without declaring or asserting an Event of Default or invoking any of its remedies pertaining to Events of Default, may immediately and without notice, freeze the line, upon the occurrence of any event enumerated herein. Freezing the line will not preclude Lender from subsequently exercising any right or remedy set forth herein or in the Note.

19. Transfer of 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 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This 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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

20. Revolving Line of Credit Loan. This Mortgage is given to secure a revolving credit loan evidenced by the Note. This Mortgage shall secure not only presently existing indebtedness under the Note but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby.

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