

DEED OF RELEASE &amp; PLAT OF LAND

JULY 16, 1984. THE DEEDS RECORDED BELOW, RAU, JR., CASTRIBORO, A. BACHELOR  
RELEASER, SELLER

WESLEY AVENUE

BETWEEN, ILLINOIS 60402

ONE AND UNDIVIDED EIGHTEEN HUNDRED FIFTY ACRES OF LAND, IN THE CITY OF BIRWYN, COUNTY OF COOK, ILLINOIS, BEING DESCRIBED AS EIGHTTY ONE (81) ACRES OF LAND, Situate in the City of Birwyn, Illinois, in the County of Cook, Illinois, containing One (1) acre, more or less, described as follows: The principal amount of the Mortgage is twenty-four thousand dollars and no cents (\$24,000.00), plus interest at the rate of nine percent per annum, plus all costs and expenses, including attorney's fees, court costs, taxes, and recording fees, and all other expenses provided for in the Agreement, with the full amount due upon payment of the principal and accrued interest and all other expenses as of the date of maturity of the Mortgage. The Mortgage will provide the Mortgagor a withdrawal period from the day before the final payment date up to the final payment date. At the time of final payment, the principal amount outstanding under the Agreement will be reduced by the principal amount paid and the accrued interest up to the date before final payment.

All payments made by the Mortgagor under the Agreement shall be applied first to accrued interest payable pursuant to the Agreement and then to amounts advanced by the Mortgagor, and thereafter to principal amounts outstanding under the Agreement, and then to accrued interest, in full, in priority.

In case of the payment of any amount due the Mortgagor under a provision of the Agreement without payment thereon, the payment shall affect other sums with interest otherwise advanced in accordance therewith, prior to payment of the Mortgage, and the performance of the covenants and agreement of the Mortgagor and the Agreement, the Mortgagor shall, as soon as practicable after such default, pay to the Mortgagee the following described real estate located in the County of **COOK**, State of Illinois, as follows:

**LOT 2 IN DRAKE'S RESUBDIVISION OF THE WEST 1/2 ACRE LOT OF THE NORTH HALF OF LOT 2 IN BLOCK 5B IN OLIVER L. WATSON'S OGDEN AVENUE ADDITION TO BIRWYN IN SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**L 020201 RECORDING \$25.50  
L 00012 IRAN 7984 08/03/94 10436100  
L 0002 4 5K M-94-482641  
COOK COUNTY RECORDER**

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Commonly known as: **1641 S. WESLEY AVENUE, BIRWYN, ILLINOIS**File No.: **16-31-610-101**

Together with all building, improvements, fixtures, or appurtenances, now or hereafter erected thereon, or placed thereon, including all apparatus, equipment, fixtures or articles whether movable or immovable, connected and/or supplied, heating, air conditioning, water, light, power, refrigeration, ventilation, or other services, and any other fixtures, which are in the view of the Mortgagor, the following of which by law or custom may be, or may be deemed to be, fixtures, window shades, storm doors and windows, roof covering, curtains, carpets, or beds, linens, water heaters, all of which are intended to be and are hereby declared to be a part of said real estate whether movable or immovable, or held therefor, or, and together with all easements and the rents, issues, and profits of said premises, all whereof are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein, and all of the foregoing, together with said real estate for leasehold estate if this Mortgage is so解除或抵消，are herein referred to as the "Property". The Mortgagee is hereby subrogated to the rights of all co-mortgagors, jointholders and others paid off by the payment of the Agreement, by whomsoever made.

Promise to defend the Property, with buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto the Mortgagee forever for the uses herein set forth, free from all right, and benefit, under the Homestead Exemption Laws of the State of Illinois, which said right, and benefit, said Mortgagee does hereby release and waive.

**THE MORTGAGOR COVENANTS:**

(1) To keep the index entries and the notes, with respect to the Agreement, in good standing, at all times, at the office of the recorder of deeds of Cook County, Illinois, and to pay any penalties, interest, and other amounts due to the office of the recorder of deeds of Cook County, Illinois, for failure to pay taxes, special assessments, water charges, and sewer service charge against the Property (including those heretofore due), and to furnish the Mortgagee, upon request, duplicate receipt, therefor, and all such items extended against the Property, shall be conclusively deemed valid for the purpose of the requirement; (2) To keep the improvements, now or hereafter upon the Property, insured against damage by fire hazards included within the term "extended coverage", and each other hazard, as the Mortgagee may require to be insured against, and to provide public liability insurance and/or other insurance as the Mortgagee may require, until, and including, the date of sale, or increase of fire insurance, until expiration of the period of redemption, for the full insurable value thereof, in such company and in such form as shall be acceptable to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee, making use of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, and/or owner of redemption, or any claim he may have of payment for service, and/or use of less under such policy; the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims therein, and to execute and deliver on behalf of the Mortgagee all necessary proof of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers, and releases required of it to be signed by the Mortgagee for such purpose; and the Mortgagee is entitled to apply the proceeds of any insurance claim to the restoration of the Property or upon the indebtedness hereby created in discretion, but monthly payments shall continue until adjusted dues are paid in full; (3) Immediately, after destruction or damage, to commence and promptly complete the rebuilding or restoration of a building and improvement class or hereafter on the Property, unless a Mortgagee elects to apply on the indebtedness created hereby by the proceeds of any insurance covering such building or damage; (4) To keep the Property in good condition and repair, without waste, and free from any merchandise or other benefit or claim of him not expressly subordinated to the lien hereof; (5) To comply, with the provision of any lease of this Mortgage, or a household; (6) To perform all obligations under any declaration, covenant, by laws, regulations, and contractual documents governing the Property if the Mortgage is on a condominium or a planned unit development; (7) Not to make, suffer or permit any encroachment of any nature, such as to intrude on the Property, or to diminish or impair its value by any means whatsoever; (8) To comply with all requirements of law with respect to Mortgaged property and to use it for the purpose for which it was designed, (9) To obtain, without the written permission of the Mortgagee, height, load and obtained, (10) Any use of the Property for any purpose other than that for which it is known and that are alternative, additional, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon the Property, or any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, or any apparatus, fixtures or equipment to be placed on or upon any buildings or improvements on the Property; (11) Any sale, assignment or transfer of any right, title or interest in and to the Property or any portion thereof including, but not limited to, any installment contract or articles of agreement for deed, unless otherwise permitted by reverter; (12) To complete

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the most important thing is to make sure that the information is accurate and up-to-date. It's also important to remember that the information provided by the government is not always complete or accurate. There may be other factors that affect the outcome of a case, such as witness testimony or evidence that is not presented in court. It's important to keep these things in mind when reading the news.

It's also important to remember that the news media may have their own agenda or bias when reporting on a case. They may focus on certain aspects of the case while ignoring others. It's important to be critical of the information provided by the media and to seek out multiple sources of information.

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standby. It is caused to be reproduced and then made of record and kept for use until it is destroyed or until the expiration of the statutory period during which it may be used. Mortgagor shall however have the discretion to power at any time to transfer to take or to abandon possession of the Property with or without the consent of Mortgagor. Such a power of sale which might be had without this paragraph account shall be sustainable against Mortgagor based upon a cause of action relating to the subject matter of this paragraph which is commenced within six days after Mortgagor's power is exercised.

C. Every assignment power of sale contained by the Mortgage or the Agreement upon the Mortgage is cumulative and is the right of reentry of the Mortgagee whether he becomes by law or otherwise entitled thereto, there with that no waiver by the Mortgagee of performance of any covenant contained herein or in the Agreement shall ever affect or impair the right of Mortgagee to repossess or enforce performance of the same or any other of said covenants, but whenever the context hereof requires, the original language of the original instrument shall be followed, the plural shall include the feminine and the neuter and singular number, as used herein, shall include the plural, that all rights and obligations under the Mortgage shall stand and be binding upon the co-purchasers, executors, administrators, successors and assigns of the Mortgagor and the survivor and assignee of the Mortgagor, and that the powers herein mentioned may be exercised as often as or once in three years.

D. Mortgagee reserves the right to make reasonable entries and inspections of the Property, provided that Mortgagor shall give Mortgagor notice prior to such inspection specifying the date, place, time and purpose related to Mortgagor's interest in the Property.

E. Except the laws of the state under which the Mortgage or the Agreement is recorded, no notice to Mortgagor provided for in the Mortgage shall be given by mailing such notice to any of the heads of the said Mortgage at the Property address or at such other address as Mortgagor may designate by notice to Mortgagor, provided however, and notwithstanding the above, Mortgagor shall be given certified and return receipt required to Mortgagor's address as stated herein or to such other address as Mortgagor may designate by notice to Mortgagor provided for in the Mortgage, shall be deemed to have been given to Mortgagor or Mortgagor who may be in the state where the notice is given.

F. If the Mortgagor shall die, or if by the law of the state of Illinois, in the event that any provision or clause of the Mortgage or the Agreement conflicts with applicable law, such other clause, or other provision of the Mortgage or the Agreement which can be given effect without the conflicting provision, and so this on the provisions of the Mortgage and the Agreement are declared to be severable.

G. Upon repayment of all sums secured by the Mortgage and termination of the Agreement, Mortgagor shall release this Mortgage.

IN WITNESS WHEREOF, we have set our hands and seals this 5TH day of JUNE 1994.

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X *[Signature]*  
PAUL A. CASTELBUONO

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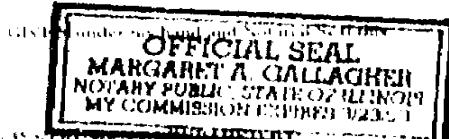
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STATE OF ILLINOIS

COUNTY OF }

I, the undersigned Notary Public in and for said County in the state aforesaid, do hereby certify that  
**PAUL A. CASTELBUONO, A BACHELOR**

personally known to me to be the same person whose name or names are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said mortgage as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead exemption and valuation laws.



MAY 1994  
Margaret A. Gallagher, PR 94

Notary Public

COMMERCIAL NATIONAL BANK OF BERWYN  
1512 SOUTH OAK PARK AVENUE  
BERWYN, ILLINOIS 60402  
JAMES A. CALFO/MAG

MAILED TO  
*[Handwritten signature]*

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