

# UNOFFICIAL COPY

MAIL TO:  
ATI TITLE COMPANY  
ATTN: FILE NO. 94002557  
377 E. BUTTERFIELD RD., SUITE 100  
LOMBARD, IL 60148

94725459

RELEASE DEED BY CORPORATION FEDERAL HOME LOAN MORTGAGE CORPORATION  
Loan # 1759234

KNOW ALL MEN BY THESE PRESENTS, that the FEDERAL HOME LOAN MORTGAGE CORPORATION, a corporation of the United States of America, by RIVER VALLEY SAVINGS BANK, FSB, its attorney-in-fact, 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

HOMER R. COKENOWER AND RUTH A. COKENOWER  
7171 EDGEBROOK LN.; HANOVER PARK, IL 60103

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 3RD day of SEPTEMBER, 1985 and recorded in the Recorder's Office of COOK County, in the State of ILLINOIS on OCTOBER 5, 1985 in book/vol. of records, on page as Document No. 2234893 Microfile No. Assignment No. 92-733897 to the premises therein described, situated in the County of COOK State of ILLINOIS as follows, to wit:

DEPT-01 RECORDING \$27.00  
: T#1111 TRAM 6275 08/16/94 11:07:00  
: #3089 # CG #-94-725459  
: COOK COUNTY RECORDER

SEE ATTACHED LEGAL DESCRIPTION  
07-31-209-046-0000

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

IN TESTIMONY WHEREOF, the said FEDERAL HOME LOAN MORTGAGE CORPORATION by RIVER VALLEY SAVINGS BANK, FSB, its attorney-in-fact, has caused these presents to be signed by its Assistant Vice-President, and attested by its Assistant Secretary, and its corporate seal to be hereto affixed, this 3RD day of AUGUST, 1994

By: Glen S. Braun  
Glen S. Braun, Assistant Vice-President  
Attest: Donald J. Schwegel  
Donald J. Schwegel, Assistant Secretary

State of ILLINOIS )  
County of COOK )

94725459

I, Barbara Forrest in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Glen S. Braun personally known to me to be the Assistant Vice-President of RIVER VALLEY SAVINGS BANK, FSB, as attorney-in-fact for THE FEDERAL HOME LOAN MORTGAGE CORPORATION, a corporation, and Donald J. Schwegel personally known to me to be the Assistant 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 Assistant Vice-President and Assistant Secretary they signed and delivered the said instrument as Assistant Vice-President and Assistant 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 notarial seal this 3RD day of AUGUST, 1994

Barbara Forrest  
" OFFICIAL SEAL "  
BARBARA FORREST  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/7/96

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: River Valley Savings Bank, FSB  
100 W 22ND Street Suite 110, Lombard, Illinois 60148

ATI TITLE COMPANY  
One TransAm Plaza Drive, Suite 500  
Oakbrook Terrace, IL 60181

box 50

27

9400 2557

UNOFFICIAL COPY

00105000

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, IL 60602  
TEL: 312.603.4000 FAX: 312.603.4001  
WWW.COOKCOUNTYCLERK.COM

00105000

MY COMMISSION EXPIRES: 03/31/2011  
NOTARY PUBLIC STATE OF ILLINOIS  
JENNIFER A. FORD, J.D.  
OFFICIAL SEAL

ATI TITLE COMPANY  
One Jackson Plaza Drive, Suite 200  
Oakbrook Terrace, IL 60181

# UNOFFICIAL COPY

FHLMC: 000456712852  
S/S# 110259234  
AGR: 5018059

## MORTGAGE

**THIS INDENTURE WITNESSETH:** That the undersigned,

**HOMER R. COKENOWER AND RUTH A. COKENOWER, his wife**

of the **City of Des Plaines** County of **Cook**, State of Illinois,

hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

### CLYDE SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the **STATE OF ILLINOIS**, hereinafter

referred to as the Mortgagee, the following real estate, situated in the County of **Cook** in the State of Illinois, to wit:

Lot **3** Block **24** in Hanover Highlands Unit No. Four, Village of Hanover Park, Cook County, Illinois, a Subdivision of part of the Northeast Quarter (¼) of Section 31 and the Southeast Quarter (¼) of Section 30, Township 41 North, Range 10 East of the Third Principal Meridian according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on December 18, 1964, as Document Number 2187451.

94725159

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, doors and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not), and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorneys' fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be maintainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the 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 said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of.....

**--FIFTEEN THOUSAND SEVEN HUNDRED AND NO/100--** Dollars (\$ **15,700.00** ), which note,

together with interest thereon as provided by said note, is payable in monthly installments of.....  
**--ONE HUNDRED ONE AND NO/100--** Dollars (\$ **101.00** )