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DEPT-01 RECORDING \$23.00
T91111 TRAN 6546 09/13/94 09:25:00
91113 CG *94-797634
COOK COUNTY RECORDER
*Above Space For Recorder's Use Only

S1408307D

KNOW ALL MEN BY THESE PRESENTS, That Corporate America Federal Credit Union, 970 Oaklawn, suite 102, Elmhurst, Illinois 60126

of the County of DuPage and 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, do hereby

REMISE, RELEASE, CONVEY, and QUIT CLAIM unto Frank Roberson and Sandra J. Roberson, His Wife, as joint tenants, 7926 Sunset Dr., Elmwood Park, Il. 60635

heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever they may have acquired in, through or by a certain Mortgage, bearing date the 3rd day of January, 1992, and recorded in the Recorder's Office of Cook County, in the State of Illinois, in book of records, on page, as document No. 92007577, to the premises therein described as follows, situated in the County of Cook, State of Illinois, to wit:

Lot 31 In Block 24 in Westwood, being a Mill's and Son's Subdivision in the West 1/2 of Section 25, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Maria

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BOX 97

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

Permanent Real Estate Index Number(s): 12-25-117-029
Address(es) of premises: 7926 Sunset Dr., Elmwood Park, Illinois 60635

Witness hand and seal, this 12th day of August, 1994.

Richard K. Wellner (SEAL)

Robert J. MacLauik (SEAL)

This instrument was prepared by CORPORATE-AMERICA FEDERAL CREDIT UNION

970 Oaklawn - Suite 102
Elmhurst, Illinois 60126

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RELEASE DEED
By Corporation

TO

ADDRESS OF PROPERTY:

MAIL TO:

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerks Office

OFFICIAL SEAL
KAREN M. KOSINSKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-24-97

Commission Expires 6-24-97

The undersigned _____ a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard K. Wellner _____ President of Corporate America Federal Credit Union personally known to me to be the _____ corporation, and Robert J. MacLawk _____, 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 _____ President 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 seal the _____ day of _____, 1994

Karen M. Kosinski
NOTARY PUBLIC

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2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Us under the Agreement will be applied to the principal balance and any finance charges, late charges, collection costs, and other charges owing with respect to the indebtedness secured by this Mortgage in such order as We may choose from time to time.

3. **Charges; Liens.** Except as expressly provided in this Paragraph 3, You shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, by Your making payments, when due, directly to the payee thereof. In the event You make payments directly to the payee thereof, upon Our request You shall promptly furnish to Us receipts evidencing such payment. We reserve the right to require You or the Borrower to pay to an escrow account amounts to pay taxes and insurance when they are due. If We require payments to be made to an escrow account, the amount of the payments will be determined in accordance with applicable law and We will pay interest on the payments, if required by applicable law.

You shall make payment, when due, on any indebtedness secured by a mortgage or other lien that is prior in right time to this Mortgage (a "Prior Mortgage"). You shall promptly discharge the lien of any Prior Mortgage not disclosed to Us in writing at the time of application for the Agreement, provided, however, that You shall not be required to discharge any such lien so long as You shall (a) in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof, or (b) secure from the holder of such prior lien an agreement in form and substance satisfactory to Us subordinating such lien to this Mortgage. You shall not enter into any agreement with the holder of a Prior Mortgage whereby such Prior Mortgage, or the indebtedness secured thereby is modified, amended, extended or renewed, without Our prior written consent. You shall neither request nor allow any future advances to be secured by a Prior Mortgage without Our prior written consent.

4. **Hazard Insurance.** You shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as We may require (including flood insurance coverage, if required by Us) and in such amounts and for such periods as We may require. Unless We require in writing otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy. All insurance policies and renewals thereof shall be in form and substance and with carriers acceptable to Us and shall include a standard mortgagee clause in favor of and in form and substance satisfactory to Us. In the event of loss, You shall give prompt notice to the insurance carrier and Us. We may make proof of loss if not made promptly by You.

If the Property is abandoned by You, or if You fail to respond to Us within thirty (30) days from the date the notice is mailed by Us to You that the insurance carrier offers to settle a claim for insurance benefits, We are authorized to collect and apply the insurance proceeds at Our option either to restoration or repair of the Property, or to sums secured by this Mortgage.

If the Property is acquired by Us under Paragraph 14 of this Mortgage, all of Your right, title and interest in and to any insurance policies, and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition, shall pass to Us to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

The provisions of this Paragraph 4 shall be subject to the provisions of Paragraph 5 if this Mortgage covers a unit in a condominium project or planned unit development.

5. **Preservation and Maintenance of Property; Condominiums and Planned Unit Developments.** If this Mortgage is on a unit in a condominium or a planned unit development (herein "Condominium Project"), then: (a) You shall perform all of Your obligations under the declaration of covenants creating or governing the Condominium Project, the by-laws and regulations of the Condominium Project, and all constituent documents therein ("Project Documents"), including the payment when due of assessments imposed by the homeowners association or other governing body of the Condominium Project (herein "Owner's Association"); (b) You shall be deemed to have satisfied the insurance requirements under Paragraph 4 of this Mortgage if the Owners Association maintains in full force and effect a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage" and such other hazards (including flood insurance) as We may require, and in such amounts and for such periods as We may require naming Us as additional loss payee; (c) the provisions of any Project Documents regarding the application of any insurance proceeds from "master" or "blanket" policies covering the Condominium Project shall supersede the provisions of Paragraph 4 of this Mortgage to the extent necessary to avoid conflict between the provisions thereof and hereto; (d) You hereby assign to Us the right to receive distributions on account of the Property under "master" or "blanket" policies covering the Condominium Project to the extent not applied to the restoration

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11. **Beneficial Interest - Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred to a beneficial interest in You is sold or transferred and You are not a natural person without Your prior written consent, We may, at Our option, require immediate payment in full of all sums secured by this Mortgage. However, We shall not exercise this option if the exercise is prohibited by applicable law as of the date of this Mortgage. If We exercise this option, We shall give You notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed which all sums secured by this Mortgage must be paid. If these sums are not paid prior to the expiration of this period, We may exercise any remedies permitted by this Mortgage without further notice or demand on You.

12. **Severability.** If any term of this Mortgage is found to be unenforceable, all other provisions will remain in full force.

13. **Notice.** Except for any notice required under applicable law to be given in another manner, all notices to You provided for in this Mortgage shall be given by personal delivery or by mailing such notice by first class postage paid, addressed to You at the address of the Property shown at the beginning of this Mortgage or at such other address as You may designate by notice to Us as provided herein, and the notice shall be given by personal delivery or by mailing such notice by certified mail, return receipt requested, to the address stated herein or to such other address as We may designate by notice to You as provided herein.

14. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, You and Our respective successors and assigns, subject to the provisions of Paragraph 15 hereof. All Your covenants and agreements 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 to interpret or define the provisions hereof.

15. **Waiver Not a Waiver.** Any forbearance by Us in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy in the future. Any waiver by Us must be in writing and signed by Us.

16. **Force Majeure.** If You fail to respond to Us within thirty (30) days after the date such notice is mailed, We are authorized to collect and apply the proceeds in the same manner as provided in Paragraph 4 hereof.

17. **Abandonment of the Property.** If You abandon the Property, or if, after notice by Us to You that the condempner offers to make an award or settle a claim for damages, You fail to respond to Us within thirty (30) days after the date such notice is mailed, We are authorized to collect and apply the proceeds in the same manner as provided in Paragraph 4 hereof.

18. **Condemnation.** The proceeds, in 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 Us. Neither borrower nor lender will be relieved of any obligation to make payments if We apply the award received to the outstanding balance owed.

19. **Inspection.** We or Our agents may enter and inspect the Property, after giving You reasonable prior notice contained in this Paragraph 19, to meet any expense or take any action hereunder.

20. **Protection of Our Security.** If You fail to perform Your obligations under this Mortgage, or if any action or proceedings adversely affects Our interest in the Property, We may, at Our option, take any action reasonably necessary, including, without limitation, paying expenses and attorney fees and to have entry upon the Property to make repairs to perform Your obligations or to protect Our interests. Any amounts disbursed by Us pursuant to this Paragraph 20, with interest thereon at the variable rate described in this Paragraph 20 shall require Us to incur any expense or take any action hereunder.

21. **Force Majeure.** If You fail to perform Your obligations under this Mortgage, or if any action or proceedings adversely affects Our interest in the Property, We may, at Our option, take any action reasonably necessary, including, without limitation, paying expenses and attorney fees and to have entry upon the Property to make repairs to perform Your obligations or to protect Our interests. Any amounts disbursed by Us pursuant to this Paragraph 21, with interest thereon at the variable rate described in this Paragraph 21 shall require Us to incur any expense or take any action hereunder.

22. **Insurance.** You shall maintain insurance against loss in addition to the other hazards for which insurance is required herein.

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14. **Default.** If You breach any term in this Mortgage, or if Borrower fails to perform any obligation under the Agreement, We may, at Our option, declare all sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale under this Mortgage and any other remedies permitted by law. We may collect from You all reasonable costs incurred in enforcing the terms of this Mortgage, including attorney's fees and allocated costs of Our salaried employees.

15. **Assignment of Rents.** As additional security hereunder, You hereby assign to Us the rents of the Property; provided, however, that You shall have, prior to acceleration under Paragraph 14 hereof or abandonment of the Property, the right to collect and retain such rents as they become due and payable.

16. **Future Loan Advances.** Upon Your request, We at Our option may make Future Loan Advances to You or Borrower. Such Future Loan Advances, with interest thereon, shall be secured by this Mortgage when evidenced by a promissory note or agreement stating that said note or agreement is so secured.

17. **Release.** Upon payment of all sums secured by this Mortgage and upon (a) expiration of the Agreement or (b) Your request, We shall release this Mortgage and You shall pay all costs of recordation, if any.

18. **Appointment of Receiver: Lender in Possession.** Upon acceleration under this Mortgage or abandonment of the Property, We shall be entitled to have a receiver appointed by a court to enter upon, take possession of, and manage the Property and collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to, receiver's fees and premiums on the receiver's bonds and reasonable attorneys fees and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

19. **Statement of Obligation.** We may collect a fee for furnishing a statement of obligation in an amount not to exceed the maximum amount permitted under applicable law.

20. **No Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for Our benefit in any capacity, without Our prior written consent.

21. **Fixture Filing.** This Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to any and all fixtures included within the term "Property" as used in this Mortgage and with respect to any goods or other personal property that may now or hereafter become such fixtures.

22. **Third Party Waivers.** In the event that any of You has not also signed the Agreement as Borrower, each of You: (a) agrees that We may, from time to time, without notice to, consent from or demand on You, and without affecting or impairing in any way any of Our rights or Your obligations, (i) renew, extend, accelerate, compromise or change the interest rate or other terms of the Agreement and any promissory note or agreement evidencing a Future Loan Advance, and (ii) accept, waive and release other security (including guarantees) for the obligations arising under the Agreement or any promissory note or agreement evidencing a Future Loan Advance, and (b) waives (i) any right to require Us to proceed against any Borrower or any other person, proceed against or exhaust any security for the obligations secured by this Mortgage or pursue any other remedy in Our power whatsoever, (ii) any defense or right against Us arising out of any disability or other defense or cessation of liability of any Borrower for any reason other than full payment, (iii) any defense or right against Us arising out of Our foreclosure upon the Property, even though such foreclosure results in the loss of any right of subrogation, reimbursement or other right You have against any Borrower, (iv) all presentments, diligence, protests, demands and notice of protest, dishonor, and nonperformance, (v) until payment in full of the indebtedness secured by this Mortgage, any right of subrogation or the benefit of any security for such indebtedness, and (vi) the benefit of the statute of limitations affecting the Property to the extent permitted by law. Any partial payment by Borrower or other circumstance that operates to toll any statute of limitations as to such person shall operate to toll such statute as to You.

23. **Choice of Law.** This Mortgage will be governed by and interpreted in accordance with the federal laws of the United States and where not inconsistent with the laws of the State of Illinois, regardless of the state in which You or Borrower resides.

24. **Your Copy.** You shall be given one conformed copy of the Agreement and this Mortgage.

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Property of Cook County Clerks Office

25. **Loan Charges Legislation Affecting Our Rights.** If the Agreement is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Agreement exceed the permitted limits, then (a) any such loan charge already collected from You or borrower which exceeded permitted limits will be refunded to You or borrower; We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to You or borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge due. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Mortgage unenforceable according to its terms, We may at Our option, require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by Paragraph 14.
26. **Waiver of Homestead.** You waive all right of homestead exemption in the Property.
27. **Trustee Execution.** If this Mortgage is executed by an Illinois land trust, You execute this Mortgage as trustee as at present in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by Us and by every person now or hereafter claiming any right hereunder that nothing contained herein or in the Agreement shall be construed as creating the liability on You personally to pay amounts either express or implied contained in this Mortgage, all such liability, if any, being expressly waived, and that any recovery on the Mortgage or the Agreement shall be solely against and out of the Property by enforcement of the provisions of this Mortgage and the Agreement, but this waiver shall in no way affect the personal liability of any individual borrower, co-maker or guarantor of the Agreement.

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RIDER - LEGAL DESCRIPTION

PARCEL 1: LOT 115 IN INDIAN RIDGE, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: AN UNDIVIDED 0.0025 PERCENT INTEREST IN THE COMMON AREAS APPURTENANT TO PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS OF INDIAN RIDGE RECORDED AS DOCUMENT NUMBER 25,084,000, ALL IN COOK COUNTY, ILLINOIS.

04-20-305-005-0000

THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED SEPTEMBER 7, 1994 A.D.

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