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Devois

IOMC LOAN NO. 8864691 PIF DATE 8-4-94 DISCHARGE OF MORTGAGE FOR THE PROTECTION OF THE OWNER. THIS RELEASE SHALL BE FILED WITH THE RECORDED OF DEEDS OF THE REGISTER OF TITLES IN WHOSE OFFICE THE MORTGAGE OF DEED OF TRUST WAS FILED KNOW ALL MEN BY THESE PRESENTS, THAT A CERTAIN INDENTURE OF MORTGAGE, BEARING THE DATE OF FEBRUARY 7, 1978 , MADE AND EXECUTED RUDOLF H FISCHER AND CERENA M FISCHER HIS WIFE OF THE FIRST PART, TO MORTGAGE INVESTMENT SECURITIES, INC OF THE SECOND PART, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR THE COUNTY STATE OF ILLINOIS, IN LIBER PAGE MORTO40 24-317-793 DOCUMENT NO. ONE MORTO PIN NO. 11-30-418-017-0000 SEE ATTACHED FOR LEGAL DESCRIPTION IS FULLY PAID, SATISFIED AND DISCHARGED. WICHIG AT AUGUST DATED THIS DATE:_ 18. 1994 INDEPENDENCE ONE MORTCAGE CORPORATION P.O. BOX 5162 SOUTHFIELD, MI. 48086-5162 SIGNED IN THE PRESENCE OF: bell ELIZABETH OUFFEY ASST LORIANE FRASER PRESIDENT (HOB-re) Unall. BY:.. ANNI' MOORE/ASST SECRETARY JOCELYN TURCI DEPT-01 RECORDING STATE OF MICHIGAN T#0011 TRAN 4656 11/21/94 10:16:00 CCUNTY OF OAKLAND 17050 + RV #-94-982958 ON THIS DATE AUGUST 18, 1994 , BEFORE ME AFFERRED ELIZABETH DUFFEY AND ANNIE MOORE, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULLY SWORN, DID SAY THAT THEY ARE RESPECTIVELY THE ASST VICE-PRESIDENT AND ASST SECRETARY OF INDEPENDENCE ONE MORTGAGE CORPORATION, AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION, BY AUTHORITY OF THE BOARD OF DIRECTORS, AND ELIZABETH DUFFEY AND ANTIE MOORE ITS BOARD OF DIRECTORS, AND ELIZABETH DUFFEY AND ANNIE ACKNOWLEDGE SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF CORPORATION. mary luna MARY LOUSIMPSON MARY LOU SIMPSON, NOTARY PUBLIC NOTARY PUBLIC STATE OF MICHIGAN OAKLAND COUNTY MY COMMISSION EXP NOV 4, 1998 DRAFTED BY: <u>CARLA GOODWIN</u>
INDEPENDENCE ONE MORTGAGE CORPORATION WHEN RECORDED RETURN TO CARMEN A. CATINO 5001 N. NOTERWOSE HWY. DRAFTED BY: P.O. BOX 5162 Unicago, li 60631 SOUTHFIELD, MI. 48086-5162 TANKER LOU SIMOS ON ALL IOMC # LOU SIMOSON PIF: ON OUNTY MINTER

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Property of Cook County Clerk's Office

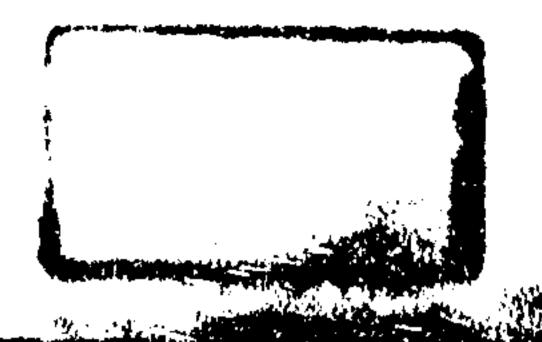


Exhibit "A"

Lot twelve (12) in S. Rogers Touhy's Chase Avenue and Central Street Schooliston of Lots one (1) to eight (8) inclusive in Block four (4) in Touhy's Addition to Rogers Park in the South East) quarter of Section thirty (30), Township forty one (41) North, Range fourteen (14), East of the third principal meridian, in Cook County, Illinois.

1905 M. Chase Chicago, IL

11-30-418-017-0000

TOGETHER with all and singular the enements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all reparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and wit rlumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortagagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and lixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption have of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises: to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tex or assessment that may be levied by authority of the State of Ulinnis, or of the county, town, village, or city in which the said land is situate, upon the Mortgager on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuence of said indebtedness, incured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy un, prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, they the Mortgagee may pay such texes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the rig. to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall. In good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

RETURN FO BOX 634

Return To-Box 634

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