

UNOFFICIAL COPY

94336165

RELEASE DEED

For Recorder's Use

KNOW ALL MEN BY THESE PRESENT, that the FIRST NATIONAL BANK OF BROOKFIELD, a National banking association existing under the laws of the United States of America with its principal place of business in Brookfield, Illinois, Mortgagee, for and in consideration of one dollar, and for other good and valuable considerations, and receipt whereof is hereby confessed, does hereby remise, convey, release and quitclaim unto Dzintra Dowling, his wife, 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 (trust deed) bearing the date the 2nd day of September A.D. 1993 and recorded/filed in the Recorder's/Registrar's office of Cook County, in the State of Illinois, as Document No. 93726377, to the premises therein described as follows, to wit:

Lots 35 and 36 in Block 19 in Brookfield Manor, Being a Subdivision of the North East 1/4 of Section 34, Township 39 North, Range 12 East of the Third Principal Meridian, (except Right of Way of Suburban Railroad Company) in Cook County, Illinois.

Commonly known as: 3307 Park Ave., Brookfield, IL 60513

PIN 15-34-261-002 & 003

DEPT-01 RECORDING \$23.50
T00012 TRAN 7220 11/25/94 14:22:00
#6501 + BK *-94-996165

COOK COUNTY RECORDER

Situated in the Village of Brookfield, County of Cook and State of Illinois, together with all the appurtenances and privileges thereunto belonging or appertaining. This release is executed by authority of the Board of Directors of said THE FIRST NATIONAL BANK OF BROOKFIELD.

IN TESTIMONY WHEREOF, the said THE FIRST NATIONAL BANK OF BROOKFIELD has hereunto caused its Corporate Seal to be affixed, and these Presents to be signed by its President and attested by its Sr. Vice President Secretary, this 28th day of October A.D. 1994.

ATTEST:

FIRST NATIONAL BANK OF BROOKFIELD

Kenneth A. Peters
Sr. Vice President

Chen A. Song
President

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

94336165

I, Sharon L. Carbone, a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that Jan L. Schultz as President and Kenneth A. Peters as Sr. Vice President Secretary of THE FIRST NATIONAL BANK OF BROOKFIELD, who are both personally known to me to be such officers and to be the same persons whose names are subscribed to the foregoing instrument as such President and Sr. Vice President Secretary respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such President and Sr. Vice Pres. Secretary respectively, and as the free and voluntary act and deed of said THE FIRST NATIONAL BANK OF BROOKFIELD for the uses and purposes therein set forth. And the said President being, first duly sworn on oath deposes and says that the seal affixed to the foregoing instrument is the true and genuine Corporate Seal of said THE FIRST NATIONAL BANK OF BROOKFIELD and was by him/her thereto affixed by virtue of the power and authority conferred upon him/her by the By-Laws of said THE FIRST NATIONAL BANK OF BROOKFIELD.

GIVEN UNDER MY HAND and notarial seal this 28th day of October 1994.

Prepared by:
Severin H. Delabar
9136 Washington Avenue
Brookfield, IL 60513

Sharon L. Carbone
Notary



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FIRST NATIONAL BANK OF BROOKFIELD

9136 Washington Av.

Brookfield IL 60513

Property of Cook County Clerk's Office

94996166



First National BANK OF BROOKFIELD

9134 Washington Avenue Brookfield, Illinois 60513 Telephone (708) 483-3770 "Lender"

MORTGAGE

Form with fields for GRANTOR (Daintra Dowling), BORROWER (Daintra Dowling), ADDRESS (3307 Park Av. Brookfield, IL 60513), and TELEPHONE NO. (485-0635). Includes recording information: DEPT-01 RECORDING, TRAN 7220 11/25/94, \$27.50, 46502 BK *-94-996166, COOK COUNTY RECORDER.

- 1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, license and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").
2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

Table with columns: INTEREST RATE (FIXED), PRINCIPAL AMOUNT/CREDIT LIMIT (\$33,025.00), FUNDING/ACCOMMODATION DATE (10/27/94), MATURITY DATE (10/27/00), PAYMENT NUMBER (4980), and OTHER DESIGNATION (3000-4980-03).

[] all other present or future obligations of Borrower or Grantor to Lender (whether incurred for the same or different purposes than the foregoing);

b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.

3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for PERSONAL purposes.

4. FUTURE ADVANCES. [] This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in paragraph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the promissory notes and agreements described above may increase or decrease from time to time, but the total of all such indebtedness so secured shall not exceed \$33,025.00. [] This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under any promissory notes and other agreements described in paragraph 2, but the total of all such indebtedness so secured shall not exceed \$33,025.00.

5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.

6. CONSTRUCTION PURPOSES. If checked, [] this Mortgage secures an indebtedness for construction purposes.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:
(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.
(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Material to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous waste, toxic substances or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to those statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
(c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;
(d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;
(e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

8. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.

9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

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11. **COLLECTION OF INDEBTEDNESS FROM THIRD PARTY.** Lender shall be entitled to require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

12. **USE AND MAINTENANCE OF PROPERTY.** Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

13. **LOSS OR DAMAGE.** Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

14. **INSURANCE.** Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.

15. **ZONING AND PRIVATE COVENANTS.** Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

16. **CONDEMNATION.** Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be obligated to restore or repair the Property.

17. **LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS.** Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lender in any action hereunder.

18. **INDEMNIFICATION.** Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel acceptable to Lender to defend Lender from such Claims, and pay the costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.

19. **TAXES AND ASSESSMENTS.** Grantor shall pay all taxes and assessments relating to the Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.

20. **INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS.** Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.

21. **ESTOPPEL CERTIFICATES.** Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.

22. **DEFAULT.** Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:

- fails to pay any Obligation to Lender when due;
- fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement;
- allows the Property to be damaged, destroyed, lost or stolen in any material respect;
- seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
- allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal; or
- causes Lender to deem itself insecure in good faith for any reason.

23. **RIGHTS OF LENDER ON DEFAULT.** If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

- to declare the Obligations immediately due and payable in full;
- to collect the outstanding Obligations with or without resorting to judicial process;
- to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;
- to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
- to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
- to foreclose this Mortgage;
- to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
- to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

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RELEASE DEED

For Recorder's Use

KNOW ALL MEN BY THESE PRESENT, that the FIRST NATIONAL BANK OF BROOKFIELD, a National banking association existing under the laws of the United States of America with its principal place of business in Brookfield, Illinois, Mortgagee, for and in consideration of one dollar, and for other good and valuable considerations, and receipt whereof is hereby confessed, does hereby remise, convey, release and quitclaim unto Dzintra Dowling his wife of the county of Cook and State of Illinois, all the right, title, interest, claim or demand whatsoever it may have aquired in, through or by a certain mortgage (trust deed) bearing the date the 2nd day of September A.D. 1993 and recorded/filed in the Recorder's/Registrar's office of Cook County, in the State of Illinois, as Document No. 93726377, to the premises therein described as follows, to wit:

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Commonly known as: 3307 Park Ave., Brookfield, IL 60513

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IN TESTIMONY WHEREOF, the said THE FIRST NATIONAL BANK OF BROOKFIELD has hereunto caused its Corporate Seal to be affixed, and these presents to be signed by its President and attested by its Sr. Vice President Secretary, this 28th day of October A.D. 1994.

ATTEST:

FIRST NATIONAL BANK OF BROOKFIELD

[Signature]
Sr. Vice President

[Signature]
President

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

94936165

I, Sharon L. Carbone, a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that Jan L. Schultz as President and Kenneth A. Peters as Sr. Vice Pres. Secretary of THE FIRST NATIONAL BANK OF BROOKFIELD, who are both personally known to me to be such officers and to be the same persons whose names are subscribed to the foregoing instrument as such President and Sr. Vice President Secretary respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such President and Sr. Vice Pres. Secretary respectively, and as the free and voluntary act and deed of said THE FIRST NATIONAL BANK OF BROOKFIELD for the uses and purposes therein set forth. And the said President being, first duly sworn on oath deposes and says that the seal affixed to the foregoing instrument is the true and genuine Corporate Seal of said THE FIRST NATIONAL BANK OF BROOKFIELD and was by him/her thereto affixed by virtue of the power and authority conferred upon him/her by the By-Laws of said THE FIRST NATIONAL BANK OF BROOKFIELD.

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Prepared by:
Severin H. DeLabar
9136 Washington Avenue
Brookfield, IL 60513

[Signature]
Notary

OFFICIAL SEAL
SHARON L. CARBONE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB. 25, 1997

23 50/100

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FIRST NATIONAL BANK OF BROOKFIELD

9136 Washington Av

Brookfield IL 60513

Property of Cook County Clerk's Office