

**RELEASE OF MORTGAGE OR TRUST DEED BY CORPORATION**

KNOW ALL MEN BY THESE PRESENTS That,  
KEYCORP MORTGAGE INC FORMERLY GOLDOME REALTY CREDIT CORP.

94164335

a corporation existing under the laws of the State of MARYLAND, for and in consideration of payment of the indebtedness secured by the Mortgage herein after mentioned, and the cancellation of all the notes thereby acknowledged, does hereby REMISE, RELEASE, CONVEY, and QUITCLAIM unto JOHN P KELLY JR AND DONNA J KELLY, HIS WIFE

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 29TH day of OCTOBER, 19 85, and recorded in the Recorder's/Registrars Office of COOK County, in the State of Illinois, on the 12 TH day of NOVEMBER, 19 85, in Book of records, on Page, as Document No. 85278611, Certificate No. and re-recorded on the day of 19 in Book of records, on Page, as Document No. Certificate No. The premises therein described, situated in the County of COOK, State of Illinois, as follows to wit: Subdivision: LOT 1 Section: Block: Lot: 1  
SEE ATTACHED

together with all the appurtenances and privileges thereunto belonging or appertaining. The said mortgage has not been assigned except as follows:  
ASSIGNED FROM FIRST GIBRALTAR MORTGAGE CORP TO GOLDOME REALTY CREDIT CORP DATED 8/29/86 AND RECORDED IN DOCUMENT NUMBER 87016775 ON 1/9/87.

IN TESTIMONY WHEREOF, the said KEYCORP MORTGAGE INC has caused these presents to be signed by its VICE PRESIDENT, and its corporate seal to be hereto affixed, this 1ST day of FEBRUARY, 1994.

KEYCORP MORTGAGE INC

BY: *Joann Brooks*  
JOANN BROOKS  
VICE PRESIDENT

STATE OF NEW YORK  
COUNTY OF ERIE  
CITY OF BUFFALO

I, the undersigned, A Notary Public in and for the said County, in said state hereby certify that JOANN BROOKS personally known to me to be the VICE PRESIDENT of KEYCORP MORTGAGE INC, a corporation appeared before me this day and executed the same as the act and deed 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.

Given under my hand and official seal this 1ST day of FEBRUARY, 19 94.

*Holly M. Jarmusz*  
HOLLY M. JARMUSZ  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN ERIE COUNTY  
COMMISSION EXPIRES OCTOBER 16, 1995

PREPARED BY:  
CARRIE BALA  
KEYCORP MORTGAGE INC.  
205 PARK CLUB LANE  
BUFFALO, NY 14231-9000

WHEN RECORDED MAIL TO:  
INTERCOUNTY TITLE COMPANY  
OF ILLINOIS  
120 W MADISON  
CHICAGO IL 60602

5382206

INTERCOUNTY TITLE

*CL*



# UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY RECORDER

\*-94-164335

TRAN 2913 02/22/94 10:48:00

DEPT-01 RECORDINGS

\$23.00

# UNOFFICIAL COPY

## MORTGAGE

131:4175608

mortgages insured under the one to four family provisions of the National Housing Act

THIS INDENTURE, Made this 29TH day of OCTOBER, 1985, between JOHN P. KELLY, JR. AND DONNA J. KELLY, HIS WIFE, Mortgagee, and FIRST GIBRALTAR MORTGAGE CORP., a corporation organized and existing under the laws of THE STATE OF TEXAS, Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of SEVENTY TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$ 72,500.00 )

payable with interest at the rate of ELEVEN AND ONE-HALF per centum ( 11.50 ) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 4004-2317 BELT LINE, #100, DALLAS, TEXAS 75381-0199 or at such other place as the holder may designate in writing, and converted, the said principal and interest being payable in monthly installments SEVEN HUNDRED SEVENTEEN AND 96/100 Dollars (\$ 717.96 ) on the first day of DECEMBER, 1985, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of NOVEMBER, 2015.

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT 1 IN BLOCK 69 IN HANOVER HIGHLANDS UNIT NO. 11 A SUBDIVISION IN THE NORTH 1/2 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED ON MAY 19, 1970 AS DOCUMENT NO. 21162019 IN COOK COUNTY, ILLINOIS.

97-2584-6

ALSO KNOWN AS: 1227 LAURIE LANE, HANOVER PARK, ILLINOIS 60103  
PERMANENT INDEX #07-30-112-001-0000  
SEE ATTACHED "RIDER TO MORTGAGE" MADE A PART HEREOF

21164335

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing 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 Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, 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 Laws 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 kind of mechanic lien or material lien 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 tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor 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 continuance of said indebtedness, insured 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 any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, 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 right 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.

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