

UNOFFICIAL COPY

No. 876 - Satisfaction Piece (Corporation)
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94399161

P. O. Naly Company
487 Fourth Ave. Pgh., PA 15219

1151878
12/29/93

Satisfaction Piece

Made this 14th day of April, 1994

Name of Mortgagor: Michael C. DeMartino and Anna R. DiMartino

Name of Mortgagee: Sun Mortgage Corporation

Name of Last Assignee: INTEGRA BANK/PITTSBURGH, SUCCESSOR BY MERGER TO EQUIBANK

Date of Mortgage: May 18, 1990

Original Mortgage Debt: \$ 82,400.00

DEPT-01 RECORDING \$27.50
T#8888 TRAN 2598 05/04/94 09:09:00
#1327 * JB * -74-399161
COOK COUNTY RECORDER

Mortgage Recorded on May 25, 1990, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 90244224, page 1, (Unless the word "None" is inserted after the "Name of Last Assignee" above, include the following): Last assignment recorded on July 8, 1990, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 90323274, page 1.

Brief Description or Statement of Location of Mortgaged Premises:

Lot 51 in Green Acres Estate Subdivision Unit No. 1, being a subdivision of part of the Northeast 1/4 of Section 27, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Index Number: 27-27-208-027, Volume 147

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The undersigned hereby certifies that the debt secured by the above-mentioned mortgage has been fully paid or otherwise discharged and that upon the recording hereof said mortgage shall be and is hereby fully and forever satisfied and discharged.

Witness the due execution hereof.

INTEGRA BANK/PITTSBURGH, SUCCESSOR BY MERGER TO EQUIBANK

By [Signature]
THOMAS K. STUCK
VICE PRESIDENT

(TITLE)

Attested or witnessed by:

[Signature] [Signature]

[NOTE: The Satisfaction Piece shall be accompanied, upon presentation for recording, by the original mortgage instrument or a copy of the original mortgage certified to be a true and correct copy by the Recorder of Deeds of the County where the original mortgage was recorded.]

2750

Recorded on this day of A. D. 19 in the Recorder's Office of the said County, in Mortgage Book, Vol. , page , Given under my hand and the seal of the said office the day and year aforesaid.

County of Pennsylvania

Recorded Number

Satisfaction Herep

Vol. (Corporation) Page

From

INTEGRA BANK/PITTSBURGH
SUCCESSOR BY MERGER TO EQUIBANK

To

Michael C. DiMartino & Anna R. DiMartino

Make Note Fee \$
Note made by

Recorder of Deeds is requested to Mail this Satisfaction Piece to

INTEGRA MORTGAGE COMPANY
INTEGRA BANK/PITTSBURGH
P.O. BOX 837
PITTSBURGH, PA 15230-9719
ATTN: PAY-OFF DEPARTMENT

P. O. Mail Company 427 Fourth Ave. Pk. PA 15119

19166CF6

day of April 19 94

Witness my hand this 14th

OR OTHER ADDRESS WHERE ABOVE DOES NOT APPLY

INTEGRA BANK/PITTSBURGH, SUCCESSOR BY MERGER TO EQUIBANK, is FOURTH AND WOOD STREETS, PITTSBURGH, ALLEGHENY COUNTY, PENNSYLVANIA 15222

I hereby certify that the precise residence of

CERTIFICATE OF RESIDENCE

Notary Seal
Thomas K. Stuck
Notary Public
Pittsburgh, Allegheny County
My Commission Expires Feb. 7, 1995
Member, Pennsylvania Association of Notaries

Title of Officer

Notary Seal
Thomas K. Stuck
Notary Public
Pittsburgh, Allegheny County
My Commission Expires Feb. 7, 1995
Member, Pennsylvania Association of Notaries

In Witness Whereof, I hereunto set my hand and official seal.

On this, the 14th day of April, 1994, before me, THOMAS K. STUCK, A NOTARY PUBLIC, VICE PRESIDENT of INTEGRA BANK/PITTSBURGH, SUCCESSOR BY MERGER TO EQUIBANK, who acknowledged himself to be the a corporation, and that he as such VICE PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice-President.

County of Allegheny

any declaration of the insured's liability for fire or lightning damage to the insured property at any time during the period of an area designated by the Director of the Federal Emergency Management Agency as a Special Flood Hazard Area, or if the insured has agreed to obtain and maintain Federal Flood Insurance on the insured property, or if the insured is required to do so by the terms of the loan and for the full unpaid principal balance of the loan or the maximum amount of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. If the loss or damage is covered by a policy of insurance, Lender shall, at its election, apply the proceeds to the reduction of the indebtedness, payment of a claim against the insured property, the restoration or replacement of the Property, or Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed property in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such repair, store, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any payment which is not so covered, distributed within 180 days after the receipt and other Lender has not contributed to the repair or restoration of the Property, shall be held first for the amount owing to Lender on the Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

Unexpired Insurance at Sale. Any unexpired insurance policy covering the interest of and payable to the purchaser of the Property covered by the Mortgage at any public sale or other sale held on or after the payment of this Mortgage shall remain in force and effect on the sale of such Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness is being reduced or in effect compliance with the insurance provisions contained in the instrument securing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of the Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on such property, the proceeds on this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may be required to take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, may be payable on demand, (a) be added to the balance of the credit line and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy or (2) the remaining term of the Credit Agreement, or (b) be payable as a balloon payment at the end of the term and payable at the final Agreement maturity. This Mortgage also will secure payment of these amounts. The right provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed during the default to cause Lender to be barred from any remedy that it otherwise would have had.

WARREN; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that (a) Grantor holds good and marketable fee title to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below, or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the title of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property comply with all existing applicable laws, ordinances, and regulations of governmental authorities.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the indebtedness may be recorded and in addition to the lien securing payment of an existing obligation with an account number of 01-13-9607 to Newark Federal Savings Bank described as "Mortgage Loan dated May 7, 1987, and recorded as document #3610310. The existing obligation has a current principal balance of approximately \$29,400.00 and is in the original principal amount of \$40,000.00. The obligation has the following payment terms: monthly payments of \$... Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness; any default under the instruments evidencing such indebtedness, or any default on any security instrument for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any obligation, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage:

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Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by Lender from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other actions as requested by Lender to perfect and continue the lien of the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax on this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, as defined below, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) deposits the tax as provided above in the Taxes and Fees section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property, constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party in the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements, and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, be allocated counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall, in addition to the Personal Property, a sufficient corporate surety bond or other security satisfactory to Lender, and make it available to Lender with the same force and effect as if the same had been so provided.

Addresses. The mailing addresses of Grantor, Lender, and Lender's secured party, for which information Lender may the security interest granted by this Mortgage may be obtained through as required by the Uniform Commercial Code, are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or

provisions of this Mortgage

Merger. There shall be no merger of the interest or estate conveyed by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, with or without the consent of Lender.

Severability. If a court of competent jurisdiction holds any provision of this Mortgage to be invalid, void, or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other person or circumstance. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage, all benefits of and obligations under this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If a portion of the Property is conveyed to a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's obligations with reference to this Mortgage and the indebtedness, by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage or under the Related Documents, unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X Judith A. Dzegiewicz
Judith A. Dzegiewicz

Signed, acknowledged and delivered in the presence of:

X Rose Shroeder
Witness

X _____
Witness

This Mortgage prepared by: **EDGEMARK BANK ROSEMONT**
6111 NORTH RIVER ROAD
ROSEMONT, IL 60018

INDIVIDUAL ACKNOWLEDGMENT

94099163

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared Judith A. Dzegiewicz who is known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of April 19 94.
By Rachael Sklamberg Residing at Edgemark Bank Rosemont
Notary Public in and for the State of Illinois My commission expires 7/30/98

