

DEPT-01 RECORDING \$23.00  
T40012 TRAN 8187 12/15/95 10:32:00  
#2581 : CG \*-95-873875  
COOK COUNTY RECORDER

ILLINOIS SATISFACTION:

AFTER RECORDING MAIL TO:

George E Magee  
39 Walpole Road  
Elk Grove Village IL 60007

ABOVE SPACE FOR RECORDER'S USE

KNOW ALL MEN BY THESE PRESENTS,

95033490 - 1556898

That Guaranty Bank, SSB of the County of Milwaukee, State of Wisconsin for and in consideration of one dollar, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, convey and quit-claim unto George E Magee, Jo Magee, Terri K Miller heirs, legal representatives and assigns, all the right, title, interest, claim, or demand whatsoever \_\_\_\_\_ may have acquired in, through, or by a certain mortgage, bearing date the July 11, 1994 and recorded in the Recorder's Office of Cook County, State of Illinois in of Doc# 94-748808, to the premises therein described, situated in the County of Cook, State of Illinois, as follows, to wit:

*Handwritten initials/signature*

Tax Key No: 08-32-417-010-0000

together with all the appurtenances and privileges thereunto belonging or appertaining. Witness my hand and seal this 09-20-95.

Guaranty Bank, SSB  
*Handwritten signature of Armando Castillo*  
Armando Castillo, Vice-President

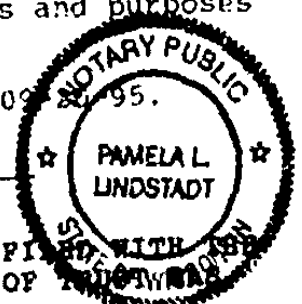
State of Wisconsin } ss.  
County of Milwaukee } ss.

I am a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Armando Castillo, Vice-President personally known to me to be the same persons whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official notarial seal, this 09-20-95.

BOX 333 CTI

*Handwritten signature of Pamela L. Lindstadt*  
My commission expires 5-20-99



FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF RECORD IS FILED.

95873875

Borrower owes Lender the principal sum of  
One Hundred Forty Seven Thousand Six Hundred and 00/100

UNOFFICIAL COPY

Dollars (U.S. \$ 147,600.00). The Note is provided by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1st, 2024.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois

LOT 3692 IN ELK GROVE VILLAGE SECTION 12, BEING A SUBDIVISION  
IN SECTION 32 AND SECTION 33, TOWNSHIP 41 NORTH, RANGE 11, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUCH PROPERTY HAVING BEEN PURCHASED IN WHOLE OR IN PART WITH THE SUMS SECURED HEREBY.

Tax Key No: 08-32-417-010-0000

which has the address of 39 WALPHEZ ROAD ELK GROVE VILLAGE  
Illinois 60087- (Post Office Address); (City)  
(Post Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 6, in full of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 55 2601 et seq. ("RESPA"), unless other law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or orally (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the

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