1225 N. Auhland Avenue Chicago, Il 60657

95122833

RELEASE OF MORTGAGE BY CORPORATION

DEPT-01 RECORDING

T#0012 TRAN 2685 02/22/95 12:01:00

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COOK COUNTY RECORDER

KNOW ALL MEN BY THESE PRESENTS, That the

HARRIS TRUST AND SAVINGS BANK

a corporation of the state of ILLINOIS, for and in consideration of the payment of the indebtedness secured by the mortgage hereinafter mentioned, and the cancellation of all the notes hereby secured and of the num of one dollar, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, CONVEY AND QUIT CLAIM unto Joel N. Woolard And Jean C. Woolard, His Wife, Their heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatuoever it may have acquired in, through or by a certain MORTGAGE, bearing date the 22nd Day of March, 1993 and recorded in the Recorder of Deeds of Cook County, in the State of Illinois, as Document No. 93227905 and a certain ASSIGNMENT OF MORTGAGE, reco ded as Document No.93227906 to the premises therein described, situated in the County of Cook, State of Illinois as follows to wit:

LEGAL DESCRIPTION PATACHED:

Permanent Index Number, 14-29-204-040-1006

918C W. Flatcher St., Chicago, Illinois 60657 Common Address:

together with all the appurtenances and privileges thereunto belonging or appertaining.

IN TESTIMONY WHEREOF, the said HARRIS PUST AND SAVINGS BANK has caused these presents to be signed by its ASSISTANT VICE PRESIDENT and attested by its MORTGAGE LOAN OFFICER, and its corporate seal hereto affixed this 27th day of December, 1994.

HARRIS TRUST AND SAVINGS BANK

Sandra J. Munn-Travit, ASSISTANT VICE PRESIDENT

Peter M. Singer, MORTGAGE LOAN OFFICER

and Savings Bank, 111 W. This instrument was prepared by Andrea Jenkins, Harris Trust Monroe (200/19), Chicago, IL 60603

FOR THE PROTECTION OF THE OWNER, RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED

## **UNOFFICIAL COPY**

(STATE OF ILLINOIS)

SS.

(COUNTY OF COOK)

I, Pamela R. Sierra a Notary. Public in and for said County, in the State aloresaid, DO HEREBY CERTIFY that Sandra J. Munn Travis permonally known to me to be the ASSISTANT VICE PRESIDENT of the HARRIS TRUST AND SAVINGS BANK a corporation, and Peter M. Singer personally known to me to be the MORTGAGE LOAN OFFICER of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ASSISTANT VICE PRESIDENT AND MORTGAGE LOAN OFFICER they signed and delivered the said instrument as ASSISTANT VICE PRESIDENT AND MORTGAGE LOAN OFFICER of said Corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Brand of Directors of said Corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand ani seal this 27th day of December, 1994.

> Pamela R. Sierra, Notary Public

Parcel 1:

Unit No. 918-C in 916-918 West Fletcher Street Condominium as delineated on a survey of ti

following described real estate:

Subparcel 1: The West 1/2 of Lot 9 in Block 2 in Gehrke and Brauckmann's Subdivision of Block 1 (except the North 4.28 acres of that part of said Lot which lies West of Green Bay Road) in the Canal Trustees Subdivision of the East 1/2 of Section 29, Township 40 No Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Subparcel 2: The East 25 Feet of Lot 10 in Block 2 in Gehrke and Brauckmann's Subdivisio of Block 1 (except the North 4.28 acres of that part of said Lot which lies West of Green Bay Road) in the Canal Trustees Subdivision of the East 1/2 of Section 29, Township 40 No Range 14 East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as exhibit "B" to the Declaration of Condominium recorded August 21, 1990 as Document 90407828 together with its undivided percentage interest in the common elements, in Cook County, Illinois. Parcel 2. The evaluation of the tall

## **UNOFFICIAL COPY**

RIDER ATTACHED TO AND MADE A PART OF A TRUST DEED DATED FEBRUARY 15th, 1995, EXECUTED BY LASALLE NATIONAL BANK TRUST, N.A. TR. # 119375, IN THE AMOUNT OF \$50,000.00

- 1. In addition to the payments provided for in the Trust Deed to which this Rider is attached, the Mortgagor agreed to pay the 1994 and subsequent years real estate taxes as they fall due.
- 2. The Mortgagor is not to execute a new lease for the premises in question, during the period the Note is unpaid, without the written consent of the Note Holder, which consent shall not unreasonably be withheld.
- 3. In the event either the legal or equitable (beneficial interest) ownership of the Premises is transferred or a contract, agreement or articles of agreement for deed or for assignment of beneficial interest is entered into by the then legal owner of the legal title to the Premises or a lease for all or substantially all of the Premises is entered into containing an option to purchase the Premises or a right of first refusal as to the Premises, then in any of the foregoing events and at the election of the Holder of the Installment Note which the Trust Deed secures and the Trust Deed, the entire then remaining principal balance and any accrued interest thereon shall, upon said election, thereupon automatically become due and payable in full.
- 4. In addition to any other insurance requirements set forth in this Trust Deed, the Mortgagor agreed to carry or cause to be carried, casualty insurance (Broad Form) in companies reasonably acceptable to the Holder, in an amount equal to at least ninet, (90%) percent of the cost of replacement of the Premises, from time to time, and further, the Holder shall be named under a "mortgagee's loss payable" clause as "coinsured", Form 107.

All proceeds of said insurance policies shall, at the oction of the Holder of the Note and Trust Deed, be applied in repayment of the outstanding balance (principal and interest) of said indebtedness, and shall be payable to the order of the owner and mortgagee, as their respective interest may appear.

In the event the Holder does not so elect to apply said proceeds in reduction of said indebtedness, said insurance proceeds shall be paid directly to fully restore the Premises to its condition immediately prior to said casualty.

The Mortgagor shall carry or cause to be carried, during the terms of this Trust Deed liability and dram shop insurance in good and sufficient companies, reasonably acceptable to the Holder hereof, and in amounts Holder may reasonably request, provided alcoholic beverages are sold on said premises.

- 5. It is understood and agreed that the loan evidenced by the Note and secured hereby as a business loan within the purview of Section 4(c) of the Illinois Interest Act (Illinois Revised Statutes, Chap. 74, Sec. 4(c) transacted solely for the purpose of carrying on or acquiring the business of the Mortgagor as contemplated by said Section.
- 6. In case of default of any payment, Mortgagor shall be given a 15 day notice during which time it may cure the default.

## **UNOFFICIAL COPY**

Property of Coot County Clert's Office