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#1079 # JUL H-95-245576

EVERGREEN

RELEASE DEED

Loan No.10156362

KNOW ALL MEN BY THESE PRESENTS, That the FIRST NATIONAL BANK OF EVERGREEN PARK, a National Banking Association, for and in consideration of one dollar, and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby release, convey and 40% t-claim unto

ROBERT E DURKIN AND MARGARET DURKIN, HIS WIFE

THEIR heirs, legal representatives. Successors and assigns, all the rights, title, interest, claim or demand whatseever it may have acquired in, through or by a certain Mortgage or Trust Deed oraning date the 28TH day of JULY A.D. 1980, and recorded in the Recorder's Office of COOK County, in the State of Illinois, as Document No. 25532044, and Assignment of Rents, bearing date the day of A.D. 19, and recorded in the Recorder's Office of County, in the State of Illinois, as Document No., to the premises therein described situated in the County of COOK, State of Illinois, as follows, to wit:

FOR LEGAL DESCRIPTION SEE ATTACHED RIDER AS EXHIBIT 'A

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

INSTRUMENT PREPARED BY: FIRST NATIONAL BANK OF EVERGREEN PARK BUSINESS BANKING CENTER 4900 W. 95TH ST. OAK LAWN, IL 60453 MAIL TO: ROBERT DURKIN
10631 S. LEAVITT
CHICAGO, IL 60643

Page 1 of 3 FIRST NATIONAL BANK OF EVERGREEN PARK 120

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, The First National Bank of Evergreen Park has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Operations Officer, and attested by its Operations Officer, this 24TH day of MARCH A.D. 1995 .

FIRST NATIONAL BANK OF EVERGREEN PARK

(SEAT)

By: ()

OPERATIONS OFFICER

Attest:

Title: OPERATIONS OFFICER

STATE OF ILLINOIS COUNTY OF COOK

35

I, the undersigned, a Notar: Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that: Judy VanderWall personally known to me to be the Operations Officer of First National Bank of Evergreen Park, and Carol Overset personally known to me to be the Operations 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 they signed and delivered the said instrument as Operation Officer and Operations Officer 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 as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day or MAPCH

A.D. 1995.

Notary Public

"OFFICIAL SEAL"
Patricia Ann Uidi
Notary Public, State of Himois
My Commission Expires 11-15-95

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

Property of County Clerk's Office

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EXHIBIT "A"

Lot 33 (except the South 20 feet) all of Lot 34 and the South 10 feet of Lot 35 in Block 2 in L. E. Ingall's Subdivision of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 18, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

Permanent Index Number: 25-18-126-034

Property Address: 10631 S. Leavitt, Chicago, IL 60643



ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 778 day of APRIL , 1995 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the LOAN AMERICA FINANCIAL CORPORATION,

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1522 WEST TALCOTT AVENUE, PARK RIDGE, IL 60068

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANCE. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and a tree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

%. The Note provides for changes in the interest rate and the The Note provides for an initial interest rate of 4.2500 monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT C'LANGES

(A) Change Dates

The interest rate I will pay may change on the first day of MALL , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding

percentage points (3.0000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

% or less than The interest rate I am required to pay at the first Change Date will not be greater than %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.2500 %.

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Fannie Mae/Freddie Mae Uniform Instrument Form 3111 3/85 Great Laines Business Forms, Inc. # To Order Call: 1-800-535-9593 [] Fax 618-781-1131 Form 2064L1 (9405) Page 1 of 2

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(E) Effective Date of Changes

beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again. My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment

payment before the effective date of any change. The notice will include information required by law to be given me and The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly (F) Notice of Changes

also the title and telephone number of a person who will answer any question I may have regarding the notice.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

a breach of any covenant it agreement in this Security Instrument is acceptable to Lender. and (b) Lender remember determines that Lender's security will not be impaired by the loan assumption and that the risk of Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; the date of this Scounty Instrument. Lender also shall not exercise this option it; (a) Borrower causes to be submitted to this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of without Under's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) Transfer of the Property or a Beneficial Inferest in Borrower. If all or any part of the Property or any interest in it

.Boilinw Borrower will continue to be obtifated under the Note and this Security Instrument unless Lender releases Borrower in that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and To the extent permitted M applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the

of this period, Lender may invoke any remedies perceived by this Security Instrument without further notice or demand on Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which If Lender exercises the option to require framediate payment in full, Lender shall give Borrower notice of acceleration.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages I and 2 of this

Adjustable Rate Rider.

Borrower (Seal)

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