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CHICAGO TITLE INSURANCE COMPANY



325 EAST 162nd STREET SOUTH HOLLAND, ILLINOIS 60473 (708) 331-1572

76 11:00H 96032227

- DEPT-11 TORRENS \$23.00
- T#0013 TRAN 8706 05/31/96 16:40:00
- #5747 CT *-96-413937
- COOK COUNTY RECORDER

Property of Cook County Clerk's Office

96413937

THIS IS A CERTIFIED COPY OF THE INSTRUMENT RECORDED AS:

DOCUMENT NUMBER 941507A2

Maureen Yandell

96413937

STATE OF ILLINOIS, COOK COUNTY SS:

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT MAUREEN YANDELL

, PERSONALLY KNOWN TO BE THE SAME PERSON(S) WHOSE NAME(S) SH SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT SH SIGNED AND DELIVERED THE SAID INSTRUMENT AS HER FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 28TH DAY OF May, 1996

MY COMMISSION EXPIRES:

Jacklyn Marie Parten
NOTARY PUBLIC



MAN TO
333

23⁰²

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40081736

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When Recorded Mail To:

ATL TITLE COMPANY

377 A. BUTTERFIELD RD., STE 100

LOMBARD, IL 60148

662 878A #3629066/TERESA M MCBAY/CK/COOK/IL
CE/NDOC/RASG/RAFF/WATCH LBL/MREC/IST

94150762

RELEASE OF MORTGAGE

By a certain mortgage dated January 22, 1988 and recorded January 22, 1988 as Document No. 3483162 in the Office of Recorder of Deeds for Cook County, Illinois, HARRY J. FIERZYNSKI, A WIDOWER AND THERESA M. MCBAY, DIVORCED AND NOT SINCE REMARRIED executed a mortgage to COOK MORTGAGE CO. as Mortgagee the real property described as follows:

LOT TWELVE (EXCEPT THE NORTH 14 FEET THEREOF) ALL OF LOT THIRTEEN (13) THE NORTH THREE (3) FEET OF LOT FOURTEEN (14) IN BLOCK FIFTEEN (15) IN BURNHAM, A SUBDIVISION OF THAT PART LYING NORTH AND EAST OF THE CALUMET RIVER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN.

Property Address: 14215 GREENWAY AVENUE, BURNHAM

Permanent Tax I.D. No.: 30-08-403-04

DEPT-01 RECORDING 923.00
TR0000 TRAN 6561 02/16/94 10130100
#8628 #94-150762
COOK COUNTY RECORDER

Thereafter said mortgage was assigned to:

AMERICA'S MORTGAGE COMPANY, A MARYLAND CORPORATION

All the notes described in and secured by said mortgage have been paid in full.

Now, in consideration of the premises, the undersigned, as the legal owner and holder of the notes secured of said mortgage, a knowledge full payment and satisfaction thereof, and of the mortgage and hereby RELEASES AND DISCHARGES the same.

IN WITNESS WHEREOF, said Releasing party has caused its corporate seal to be hereto affixed, and has caused its name to be signed on these presents by its VICE PRESIDENT and attested by its ASST. SECRETARY February 4, 1994.

A MORTGAGE COMPANY FORMERLY KNOWN AS AMERICA'S MORTGAGE COMPANY

By: Ronald T. Gravette
RONALD T. GRAVETTE
VICE PRESIDENT

Attest: Fran Burián
FRAN BURIAN
ASST. SECRETARY



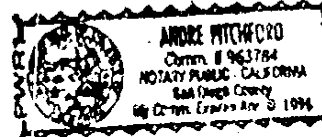
THIS DOCUMENT IS BEING RERECORDED TO DEREGISTER FROM TORRENS.

(STATE OF CALIFORNIA)
(COUNTY OF SAN DIEGO)

I Herby Certify that RONALD T. GRAVETTE and FRAN BURIAN, personally known to me and known to me to be the VICE PRESIDENT and ASST. SECRETARY, respectively of A MORTGAGE COMPANY FORMERLY KNOWN AS AMERICA'S MORTGAGE COMPANY, a Corporation, organized and now existing under the laws of the State of Maryland, and as such officers executed the foregoing instrument, this day personally appeared before me and acknowledged to me that they executed said instrument as such officers in the name of and for and on behalf of the said corporation freely and voluntarily for the uses and purposes therein expressed, and with full authority to do so.

In Witness Whereof, I have hereunto set my hand and affixed my official seal February 4, 1994.

Andre Pitchford
Notary Public



This instrument Prepared By: Westmoreland Service Inc.
P.O. Box 2569
La Jolla, Ca 92038-2569

MARTHA MORSE

96430027

Handwritten: Lombard, IL 60148, 2-16-94

Handwritten: 923.00

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5. **OPTIONAL:** (a) Number of directors constituting the initial board of directors of the corporation: _____
(b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

Name	Residential Address	City, State, ZIP

6. **OPTIONAL:** (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
(b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
(c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
(d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. **OPTIONAL: OTHER PROVISIONS**

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. **NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)**

The undersigned incorporator(s) hereby declare(s) under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated May 23, 19 96

Signature and Name	Address
1. <u>Rhonda Hohimer</u> Signature Rhonda Hohimer (Type or Print Name)	1. <u>600 S. Second Street</u> Street Springfield, IL 62704 City/Town State Zip Code
2. <u>Debra K. Giacomini</u> Signature Debra K. Giacomini (Type or Print Name)	2. <u>600 S. Second Street</u> Street Springfield, IL 62704 City/Town State Zip Code
3. _____ Signature (Type or Print Name)	3. _____ Street City/Town State Zip Code

(Signatures must be in **BLACK INK** on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
 - The filing fee is \$75.
 - The **minimum total due** (franchise tax + filing fee) is \$100.
(Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
 - The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.
- Illinois Secretary of State Springfield, IL 62756
Department of Business Services Telephone (217) 782-9522 or 782-9523

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8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, warrant, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

Illinois - Single Family - FNMA/FHLLMC UNIFORM INSTRUMENT - Page 4 of 7
LOI-3005 (Rev. 02/14/96) Borrower's Initials : NAK

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As used in this paragraph 21, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 21, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 18 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorney's fees and costs of title evidence.

23. Assignment of Rents. Appointment of Receiver in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 22 hereof or abandonment of the property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 22 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

24. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

26. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by law for furnishing written loan balance or full prepayment information directly to or on the behalf of the Borrower.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Fixed/Step Rate Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Assumability Rider

- Prepayment Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider
- Other (s) [Specify]

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Noorul A. Khawaja (SEAL) _____ (SEAL)
NOORUL A. KHOWAJA

_____(SEAL) _____ (SEAL)

(Space Below This Line Reserved For Acknowledgment)

State of Illinois, DUPAGE County ss:

I, BRIAN P. CAFFREY, a Notary Public in and for said county and state, do hereby certify that
NOORUL A. KHOWAJA

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of April, 1996

My Commission Expires: 8-9-99

[Signature]
Notary Public

This instrument was prepared by

(Name) First Alliance Credit Corporation
(Address) Two Mid America Plaza Ste#712 So., Oakbrook Terrace, IL 60181



(This area for official notarial seal)

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Loan Number : 01802599

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further Notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Noorul A Khawaja 4/22/96 (Seal)
NOORUL A. KHOWAJA Date

(Seal) Date

(Seal) Date

(Seal) Date

96412957

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EXHIBIT 'B'

Loan Number : 01802599

ASSUMABILITY RIDER

THIS ASSUMABILITY RIDER is made this 11th day of April, 1996, 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 Note (the "Note") to

First Alliance Credit Corporation

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

5 01 W. MELROSE STREET, CHICAGO, IL 60641

{Property Address}

ADDITIONAL COVENANTS. In addition to the covenants and agreement made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further Notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Assumability Rider.

Noorul A Khawaja 4/22/96
NOORUL A. KHAWAJA Date

950320599
Date

Date

Date

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EXHIBIT 'C'

LEGAL DESCRIPTION

LOT 1 IN BLOCK 4 IN SZAJKOWSKI'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 13-21-329-020

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