

UNOFFICIAL COPY

PREPARED BY: KC Wilson
RECORDING REQUESTED BY:
KC WILSON & ASSOCIATES
38-119 BEL AIR DRIVE
CATHEDRAL CITY, CA 92234
AND WHEN RECORDED RETURN TO:

DEPT. OF RECORDING 121.50
110004 TRIM 5386 07/26/98 09:59:00
1113 31 F 8-2A-380541
COOK COUNTY RECORDER

As Shown Above 96580541

LOAN #: 004328568

DATE: 6-3-96

SATISFACTION AND RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: THAT FOR THE VALUE RECEIVED, THE UNDERSIGNED FIVE AVCO FINANCIAL SERVICES, INC. DOES HEREBY RELEASE AND DISCHARGE THE HEREINAFTER DESCRIBED PROPERTY FROM THE LIEN OF THAT CERTAIN MORTGAGE EXECUTED BY DEBRA L. HAGLER, SINGLE TO FIVE AVCO FINANCIAL SERVICES, INC., DATED 12/14/92 AND RECORDED ON 12/17/92 IN THE OFFICE OF THE COUNTY RECORDER IN COOK COUNTY, ILLINOIS, IN INSTRUMENT # 92-953801, BOOK # N/A, PAGE # N/A TO WIT:

SEE ATTACHED LEGAL DESCRIPTION
TAX ID #: 07-30-302-002-1017
SUBJECT PROPERTY: 7603 BRISTOL, UNIT E
HANOVER PARK, IL 60103

DATED ON 6.3.96

FIVE AVCO FINANCIAL SERVICES, INC.

BY Laura B. Soares
NAME:
TITLE:
LARA B. SOARES, ASSISTANT VICE PRESIDENT
SEAL

96580541

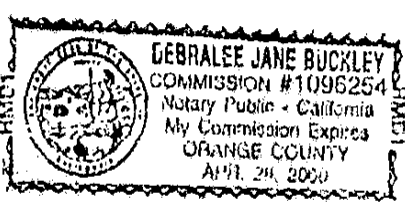
STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.

ON THIS 3 DAY OF JUNE, 1996, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED LARA B. SOARES KNOWN TO ME TO BE THE ASST. VICE PRESIDENT OF FIVE AVCO FINANCIAL SERVICES, INC. THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME PURSUANT TO ITS BY-LAWS.

WITNESS MY SIGNATURE AND SEAL ON THIS 3 DAY OF JUNE, 1996.

SEAL

Debralee Jane Buckley
Debralee Jane Buckley, NOTARY PUBLIC
MY COMMISSION EXPIRES: 4-28-00



SATS/AVCO

#23.50
SAA

UNOFFICIAL COPY

Property of Cook County Clerk's Office

96580941

UNOFFICIAL COPY

82

1000 WASHINGTON STREET
NAPERVILLE, ILLINOIS 60565

92953801

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS TRUST DEED, made December 14, 1992, between DEBRA L. HAGLER, SINGLE

herein referred to as "Mortgagors," and FIVE AVCO FINANCIAL SERVICES, INC.

COOK County, Illinois, herein referred to as TRUSTEE, witnesseth THAT, WHEREAS the Mortgagors are jointly indebted to the legal holders of the Revolving Loan Agreement (herein called "Agreement") hereinafter described, said Agreement being a revolving credit loan as defined by S.H.A. ch. 17, para. 6405, said legal holder or holders being herein referred to as Holder of the Agreement evidenced by one certain Revolving Loan Agreement of the Mortgagors of even date herewith, made payable as stated therein and delivered, in and by which said Agreement the Mortgagors promise to pay the indebtedness outstanding from time to time with interest thereon, payable in installments pursuant to the Agreement providing for a line of credit of Sixteen thousand eight hundred and NO/100

(\$ 16,800.00) and, additional advances not exceeding the amount of the line of credit. The interest rate provided for in the Agreement is an adjustable interest rate based on a formula equal to 7.500 points over the 90-day commercial paper rate (high grade, major corporations) as published in the Wall Street Journal, subject to a minimum ANNUAL PERCENTAGE RATE of 10% and a maximum of 21.000%. The obligations of the Holder of the Agreement to make further or future advances shall be optional with the Holder and no commitment is hereby made to make future advances

NOW, THEREFORE, the Mortgagors to secure the payment of the initial advance of Sixteen thousand eight hundred and NO/100 (\$ 16,800.00) with interest thereon, and payment of all future advances made within 20 years of the date of this Deed to or on behalf of Mortgagors, or any one of them, such future advances to have the same priority as the initial advance made on the date of this trust deed, with interest thereon, in accordance with the terms, provisions and limitations of this trust deed and the Agreement of even date herewith and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee (its successors and assigns) the following described Real Estate and all of their estate, right, title and interest therein situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS to wit:

UNIT 6 AND GARAGE E IN BUILDING 3 TOGETHER WITH ITS UNDIVIDED .007166 PERCENTAGE INTEREST (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREON AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP AND SURVEY) IN THE COMMON ELEMENTS IN CONDOMINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1972 AND KNOWN AS TRUST NUMBER 18941 AND RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 21916508, IN LOT 5 IN HANOVER HIGHLANDS UNIT NUMBER 10 A SUBDIVISION OF PART OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

96580541

TAX I.D.# 07-30-302-002-1017

which, with the property hereinafter described, is referred to herein as the "premises."

92953801

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, or conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

THIS TRUST DEED MAY NOT BE ASSUMED WITHOUT THE WRITTEN CONSENT OF THE LEGAL HOLDERS OF THE AGREEMENT THAT THIS TRUST DEED SECURES

THE COVENANTS, CONDITIONS AND PROVISIONS.

1. Mortgagors shall (a) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and notwithstanding any right or option granted by any superior lien or by any superior lienholder to permit the principal balance of such superior lien to increase, not permit the principal balance of any superior lien to increase above the balance existing at the time of making of this Trust Deed until this Trust Deed shall have been paid in full, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the agreement; (d) complete within a reasonable time any building or building now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

This trust deed consists of two pages. The covenants, conditions and provisions contained on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part thereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

Debra L. Hagler (SEAL) [Signature] (SEAL)

STATE OF ILLINOIS,

County Cook

ss. I, The Undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY DEBRA L. HAGLER, SINGLE

" OFFICIAL SEAL " ANDREW J. FURMAN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 1/6/98

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

Notarial Seal

Given under my hand and Notarial Seal this 14th day of December 1992 [Signature] Notary Public

Equity Title
415 N. LaSalle/ Suite 402
Chicago, IL 60610
EC 133 465

UNOFFICIAL COPY

Property of Cook County Clerk's Office

96550541