

. DEPT-01 RECORDING \$23.50
. T#0001 TRAN 1685 01/03/96 08:37:00
. #7425 + RC *-96-014303
. COOK COUNTY RECORDER

DISCHARGE OF MORTGAGE/DEED OF TRUST

Know all men by these present, that a certain indentures of Mortgage/Deed of Trust, bearing the date 20th day of December, A.D. 1985 made and executed by David Mabon and Pamela Mabon, Husband and wife

of the first part, to Capital Mortgage Funding Corporation of the second part, and recorded in the office of the Registrar of Deeds for the County of, Cook State Of Illionis IN Liber, Page, Register number 3485896, is fully paid, satisfied and discharged. Signed, sealed and delivered the 10th day of November, A.D. 1995 In the Presence of

Brenda K. McDonald

by: Diane K. Glynn/Vice-President

Janet McClusky

MVB Mortgage Corporation
24375 Northwestern Hwy #200
Southfield, MI. 48075

State Of Michigan
County Of Oakland

On this 14th day of December, AD 1995XX. before me, the sub-
scriber, a Notary Public in and for said county, personally appeared Diane K. Glynn to me personally known, who being by me duly sworn, did say that she /he is respectively the Vice-President of MVB Mortgage Corporation

96014303

and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Diane K. Glynn acknowledge said instrument to be the free act and deed of said corporation.

My Commission Expires: 5/12/96

When recorded return to:
Miami Valley Bank
24370 Northwestern Hwy.#100
Southfield, MI. 48075

Macomb

Notary Public Gerrie E. Castonguay
County, MI., Acting in Oakland County

This instrument was drafted by:
Brenda K. McDonald
24370 Northwestern Hwy.
Southfield, MI. 48075

3824/MB



23.50

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Property of Cook County Clerk's Office

FIVE HUNDRED NINETY AND 71/100 --- Dollars (\$ 590.71) on the first day of FEBRUARY 1985 and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JANUARY 2016

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NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit: Lot 12 (except the North 5 feet thereof) and the North 10 feet of Lot 13 in Block 9 in south Chicago Heights, being a subdivision of the West Half (1/2) of the Southwest Quarter (1/4) of Section 6, North of the Indian Boundary Line in Township 37 North, Range 15, East Of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 265-06-317-054

Commonly Known As: 9319 South Kingston, Chicago, Illinois 60617

PLEASE RECORD AND RETURN TO:
CAPITAL MORTGAGE FUNDING CORPORATION
222 WEST ADAMS STREET SUITE 894
CHICAGO, ILLINOIS 60606

PREPARED BY:
JOCKLYN BATEY
CHICAGO, ILLINOIS 60606

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues, and profits thereof, and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees.

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises, to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

Replaces FHA-2116M, which may be used until supply is exhausted

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