

96126605

RELEASE OF MORTGAGE OR TRUST DEED BY CORPORATION FORM NO. 835

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DEPT-01 RECORDING \$61.00
T00012 TRAN 9170 02/16/96 10:00:00
#0235 + CG *-96-126605
COOK COUNTY RECORDER

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

6/1

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KNOW ALL MEN BY THESE PRESENTS, That the PARKWAY BANK & TRUST CO.

a corporation of the State of ILLINOIS, for and in consideration of the payment of the indebtedness secured by the CONSTRUCTION MTG. & ASSGN. OF RENTS hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, CONVEY and QUIT CLAIM unto NORTH PARK DEVELOPMENT CORPORATION (NAME AND ADDRESS)

747 W. DEVON PARK RIDGE, IL. 60068
heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain CONST. OF RENTS, bearing date the 25th day of AUGUST, 19 94, and recorded in the Recorder's Office of COOK County, in the State of ILLINOIS in book of records, on page, as document No. *** SEE BELOW** to the premise therein described, situated in the County of COOK, State of ILLINOIS, as follows, to wit:

****DOCUMENT NO. 94371350, 94371351, 94456509, 94456511, 94601408, 94601409, 94812153, 94812154, 94993163, 94993164

SEE LEGAL ATTACHED

together with all the appurtenances and privileges thereto belonging or appertaining. Permanent Real Estate Index Number(s) 13-02-300-002-8002, 13-02-300-002-8002
Address(es) of premises: 3940 W. Bryn Mawr, Chicago, IL. 60659
Witness and and seal this 1st day of May, 19 95

SANDRA AURIEMMA
4800 N. HARLEM
HARWOOD HTS., IL. 60656

PARKWAY BANK & TRUST CO.
LEA BALDASSANO VICE PRESIDENT (SEAL)
MARIANNE FAGERER ASSISTANT VICE PRESIDENT

This instrument was prepared by (NAME) BOX 333-CTI (ADDRESS)

BOX 333-CTI

96126605

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RELEASE DEED

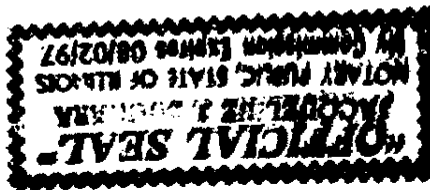
By Corporation

TO

ADDRESS OF PROPERTY:

MAIL TO:
FARMERS TRUST LIFE INSURANCE COMPANY
100 West Higgins Road
Park Ridge, Illinois 60068
Phone (708) 823-9932
Fax (708) 823-9923

Property of Cook County Clerk's Office



Commission Expires _____
1st day of May, 19 95
Notary Public
LEA BALDASSANO

1. THE UNDERSIGNED _____ a notary public
in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
_____ VICE _____ President of the _____
_____ a corporation, and _____ personally
MARIANNE WAGNER
AVP _____ personally known to me to be the
secretary 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 _____ VICE _____ President and AVP _____ they signed
and delivered the said instrument 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 of said corporation, for the uses and purposes therein set forth.

STATE OF _____ Illinois }
County of _____ Cook }
SS _____

50998196

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EXHIBIT "A"

PARCEL 1:

501, 506, 205

UNIT ~~1~~ IN CONSERVANCY AT NORTH PARK CONDOMINIUM III AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PREMISES : THAT PART OF THE EAST 833 FEET OF THE WEST 883 FEET OF THE NORTH 583 FEET OF THE SOUTH 633 FEET OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR STREET AS PER DOCUMENT 26700736) DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE EAST ON THE NORTH LINE OF SAID TRACT A DISTANCE OF 415.45 FEET, THENCE SOUTH A DISTANCE OF 20.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ON THE LAST DESCRIBED LINE 89.0 FEET, THENCE EAST 78.0 FEET; THENCE SOUTH 10.0 FEET; THENCE EAST 48.0 FEET; THENCE NORTH 10.0 FEET, THENCE EAST 78.0 FEET, THENCE NORTH 89.0 FEET, THENCE WEST 204.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 95039646 TOGETHER WITH IT UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS:

PARCEL 2:

501, 506, 205

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE AND STORAGE SPACE 501, 506, 205 LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 95039646

PARCEL 3:

EASEMENTS FOR INGRESS AND EGRESS OVER COMMON AREAS AS SHOWN IN DECLARATION RECORDED OCTOBER 28, AS DOCUMENT 94923280

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This instrument does not affect to whom the law
has been applied as a condition of recording
and is subject to the provisions of the Illinois
Recording Act.

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Property of Cook County Clerk's Office

Mortgage

17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 16.

18. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate in normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph 18, "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 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

19. No Defaults. The Borrower shall not be in default of any provision of the Prior Mortgage or any other mortgage secured by the Property.

20. 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 paragraphs 12 and 16 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, 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 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

21. Lender in Possession. Upon acceleration under paragraph 20 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, 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. Any 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 Security Instrument.

22. 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.

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

24. 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.

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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 the Security Instrument.

X W. JEROME BERENT AKA W. Jerome Berent Walter J Berent
WALTER J BERENT -Borrower

X BARBARA J PIECZYNSKI AKA Barbara J. Pieczynski B. Berent
BARBARA J BERENT -Borrower

(Space Below This Line For Acknowledgment)

This Document Prepared By: VERONICA RHODES
The First National Bank of Chicago
One First National Plaza, Suite 0203, Chicago, IL 60670

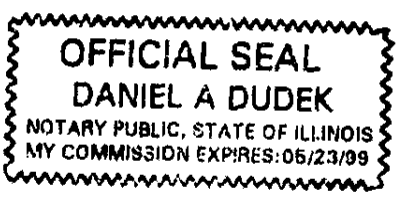
STATE OF ILLINOIS, _____ County ss:

I, DANIEL A. DUDEK, a Notary Public in and for said county and state, do hereby certify that W. JEROME BERENT A/K/A WALTER J BERENT AND BARBARA J PIECZYNSKI A/K/A

BARBARA J. BERENT, MARRIED TO EACH OTHER personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that BOTH PARTIES signed and delivered the said instrument as A free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of JANUARY, 1996.

My Commission expires: _____
Daniel A. Dudek
Notary Public



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