

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

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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.

DEPT-01 RECORDING \$45.00
T80012 TRAN 9170 02/16/96 10:01:00
\$0240 + CG *-96-126610
COOK COUNTY RECORDER

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 Parkway Bank & Trust Co. U/T/A 10082

Dated 7-1-91 Whose Address is 4800 N. Harlem Harwood Hts., IL. 60656

heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Construction Mtg. & Assgn. OF Rents bearing date the 2nd day of May, 1991 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: 94508357, LR3985802, 91408102, LR3985801, 94508356, 92440277, 93083728

See Legal Attached

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

Permanent Real Estate Index Number(s): 04-35-106-010-0000

Address(es) of premises: 1234 Depot Glenview 2nd day of February 19 96

Witness and and seal this 2nd day of February 19 96

Sandra Aurienma
4800 N. Harlem
Harwood Hts., IL. 60656

Rerra Diamord Vice President

Marianne Wagener Assistant Vice President

This instrument was prepared by

(NAME)

(ADDRESS)

BOX 333-CTI

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96050638 NEW
96050638 NEW
96050638 NEW

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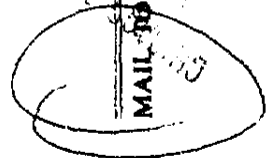
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RELEASE DEED

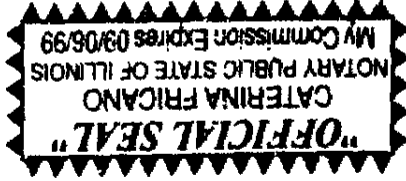
By Corporation

TO

ADDRESS OF PROPERTY:



E:\INFORMS, INC



Commission Expires 03-06-99

[Signature]
NOTARY

GIVEN Under my hand and seal this 2nd day of February, 19 96

act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.
to authority given by the Board of Directors of said corporation, as their free and voluntary
and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant
and severally acknowledged that as such Vice President and AVP ~~SKRKR~~ they signed
same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person
known to me to be the AVP ~~SKRKR~~ of said corporation, and personally known to me to be the
Trust Co. a corporation, and Marianne Wagener, personally
personally known to me to be the Vice President of the Parkway Bank &
in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rerra Diamond
The Undersigned a notary public

96126610

STATE OF Illinois }
County of Cook }
SS

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UNIT 105 AND THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 105 AND
AND STORAGE SPACE 105 LIMITED COMMONS ELEMENTS, IN DEPOT SQUARE CONDOMINIUM
I AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOT 1 IN PONTARELLI DEPOT SQUARE RESUBDIVISION OF PART OF THE NORTHWEST 1/4
OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN
IN COOK COUNTY, ILLINOIS.
WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM, MADE BY
PARKWAY BANK & TRUST COMPANY AS TRUSTEES UNDER TRUST AGREEMENT DATED JULY, 1
1994 AND REVISED AS TRUST NUMBER 10082, AND RECORDED IN THE OFFICE OF THE
RECORDED OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 95247369 TOGETHER
WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET
FORTH IN SAID DECLARATION

This instrument does not affect to whom the tax
bill is sent or how the tax is assessed to Tax Billing
Information is required to be recorded with
this instrument.

CLERK OF COOK COUNTY Clerk's Office

96126610

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Property of Cook County Clerk's Office

Mortgage

17. **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 to 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 17, "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 17, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

18. **Prior Mortgage.** Borrower shall not be in default of any provision of any prior mortgage.

19. **Acceleration; Notices.** Lender shall give notice to Borrower prior to acceleration following: (a) Borrower's fraud or material misrepresentation in connection with this Security Instrument, the Agreement or the Equity Credit Line evidenced by the Agreement; (b) Borrower's failure to meet the repayment terms of the Agreement; or (c) Borrower's actions or inactions which adversely affect the Property or any right Lender has in the Property (but not prior to acceleration under Paragraph 15 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 nonexistence 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 legal proceedings pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. **Lender in Possession.** Upon acceleration under Paragraph 19 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. Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the taking of actual possession of the Property by Lender pursuant to this Paragraph 20. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

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

23. **No Offsets by Borrower.** No offset or claim that Borrower now has or may have in the future against Lender shall relieve Borrower from paying any amounts due under the Agreement or this Security Instrument or from performing any other obligations contained therein.

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 *Edward W. Franciskovic*
EDWARD W FRANCISKOVIC -Borrower

X *Linda A. Franciskovic*
LINDA A FRANCISKOVIC -Borrower

(Space Below This Line For Acknowledgment)

This Document Prepared By: KENNETH SWIECKI

The First National Bank of Chicago

One First National Plaza Suite 0203, Chicago, IL 60670

STATE OF ILLINOIS, _____ County ss:

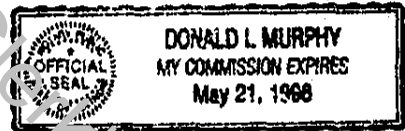
I, DONALD L. MURPHY, a Notary Public in and for said county and state, do hereby certify that EDWARD W. FRANCISKOVIC AND LINDA A. FRANCISKOVIC, HIS WIFE

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 Edward W. Franciskovic signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of FEBRUARY, 1996.

My Commission expires:

Donald L. Murphy
Notary Public



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