DEPT-01 RECORDING \$25.60 T#0012 TRAN 9172 02/16/96 10:48:00

\$0352 \$ CG #-96-126718

COOK COUNTY RECORDER

CMI

P.O. BOX 790002

ST. LOUIS, MC 63175-0002

CMI ACCOUNT # 221444:5122734

PREPARED BY: V. BOWERS

when recorded, return to:

Pichard Mayer

429 dettch

Chillange, De 60525

RELEASE OF MORTGAGE BY CORPORATION: 95062939 - 7581722W

25 g

KNOW ALL MEN, BY THESE PRESENTS, THAT CITICORF MORTGAGE, INC., ATTORNEY IN FACT FOR CITIBANK, FSB, F/K/A CITICORP SAVINGS OF ILLINOIS, AS SUCCESSOR IN INTEREST TO FIRST FEDERAL SAVINGS AND LOAN OF CHICAGO, A CORPORATION EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF DELAWARE, HAVING ITS PRINCIPAL OFFICE AT 670 MASON RIDGE CENTER DRIVE, ST. LOUIS, MO 63141, CONSIDERATION OF THE PAYMENT OF THE INDEBTEDUE'S SECURED BY THE MORTGAGE DEED N/A HEREIN AFTERMENTIONED, AND THE CANCELLATION OF THE OBLIGATION THEREBY SECURED, AND OF THE SUM OF ONE DOLLAR, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DOES HEREBY REMISE, CONVEY AND QUIT CLAIM UNTO RICHARD I MEYER AND NANCY M MEYER, HUSBAND AND WIFE OF THE COUNTY OF COOK AND THE STATE OF ILLINOIS, ALL RIGHTS, TITLE, INTEREST, CLAIM OR DEMAND WYATSOEVER IT MAY HAVE ACQUIRED IN, THROUGH OR BY A CERTAIN MORTGAGE DEED NA REARING THE DATE 07/29/93, AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY IN THE STATE OF ILLINOIS, IN BOOK N/A OF THE RECORDS, ON PAGE N/A, IS LOCUMENT NO. 93615544, AND THE ASSIGNMENT OF RENTS IN BOOK N/A OF RECORDS, ON PI OF N/B. AS DOCUMENT NO. N/A, TO THE PREMISE THEREIN DESCRIBED AS FOLLOWS, TO-WIFE

SEE ATTACHED/OTHER PAGE

TAX IDENTIFICATION # 18-05-425-008 COMMONLY KNOWN AS: 429 LEITCH

LA GRANGE IL 605256125

6126718

BOX 333-CTI

Property of Cook County Clerk's Office

96126718

UNOFFICIAL COPY

22144445122734

THIS RELEASE IS MADE, EXECUTED AND DELIVERED PURSUANT TO AUTHORITY GIVEN BY THE BOARD OF DIRECTORS OF SAID CORPORATION.

IN TESTIMONY WHEREOF, THE SAID CITICORP MORTGAGE, INC., ATTORNEY-IN-FACT FOR CITIEANK, FSE, F/K/A CITICORP SAVINGS OF ILLINOIS, AS SUCCESSOR IN INTEREST TO FIRST FEDERAL SAVINGS AND LOAN OF CHICAGO, HAS CAUSED ITS CORPORATE SEAL TO HERETO BE AFFIXED, AND HAS CAUSED ITS NAME TO BE SIGNED TO THESE PRESENTS BY ITS ASSISTANT SECRETARY ON JANUARY 31, 1996.

CITICORP MORTGAGY, INC., ATTORNEY IN FACT FOR CITIBANK, FSB, F/K/A CITICORP SAVINGS OF ILLINOIS, AS SUCCESSOR IN INTEREST TO FIRST FEDERAL SAVINGS AND LOAN OF CHICAGO.

BY:

SUE TOLLIVER

ASSISTANT SECRETARY

STATE OF MISSOURI

BSB.

BBB.

COUNTY OF ST. LOUIS)

THE UNDERSIGNED, A NOTARY PUBLIC IV AND FOR SAID COUNTY IN THE STATE AFORESAID DOES CERTIFY THAT SUE TOLLIVER IFRSONALLY KNOWN TO ME TO BE THE ASSISTANT SECRETARY OF CITICORP MORTGAGE, INC., ATTORNEY-IN-FACT FOR CITIBANK, FSB, F/K/A CITICORP SAVINGS OF ILLINOIS, AS SUCCESSOR IN INTEREST TO FIRST FEDERAL SAVINGS AND LOAN OF CHICAGO, WHOSE NAME IS JUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT AS SUCH ASSISTANT SECRETARY HAS SIGNED AND DELIVERED THE SAID INSTRUMENT OF WRITING AS ASSISTANT SECRETARY OF SAID CORPORATION, AND CAUSED THE SEAL OF SAID CORPORATION TO BE AFFIXED THERETO PURSUANT TO AUTHORITY GIVEN BY THE BOARD OF DIRECTORS OF SAID CORPORATION AS HIS/HER FREE AND VOLUNTARY ACT, AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL ON JANUARY 31, 1996.

CS NAPPIER
NOTARY PUBLIC STATE OF MISSOURI
FRANKLIN COUNTY
MY COMMISSION EXP. JULY 6,1997

NOTARY PUBLIC

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

Property of Cook County Clerk's Office

LOT 251 IN ELMORE'S LEITCHWORTH BEING A SUBDIVISION IN THE WEST HALF OF THE EAST HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE Ox Cook County Clark's Office THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\$29,00

Property of County Clerk's Office

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it to the Property or by mailing such notice by ordinary mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by registered or certified mail return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be designed. designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower on the date it is delivered to the Property's address or the date such notice is deposited in the U.S. Mail system with the proper postage and addressed to Borrower. Any notice to Lender shall not be deemed to have been given until it has been received by Lender.

15. Actual Knowledge. For purposes of this Mortgage and the Note, Lender will not be deemed to have received actual knowledge of information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at the address specified above (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by reference to the return receipt in possession of Borrower. If such return receipt is not available, such date shall be conclusively determined by referenced to the "Received" date stamped on such written notice by Lender or Lender's agent. With regard to other events or information not provided by Borrower under this Mortgage or Note, Lender will be deemed to have actual knowledge of such event or information as of the date Lender receives a written notice of such event or information as of the date Lender receives a written notice of such event or other research.

information from a source Lender reasonably believes to be reliable, including but not limited to, a court or other governmental agency, institutional lender, or title company. The actual date of receipt shall be determined by reference to the Received date stamped on such written notice by Lender or Lender's agent.

16. Governing Law, Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Mortgage or the Note which can be given effect without the conflicting provision, and to this and the provisions of the Mortgage and the Note are declared to be severable.

17. Borrower's Copy. Burrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

18. Events of Default; Remedies (Including Freezing the Line). Events of Defaults. Set forth below is a list of events which will constitute Events of Default. Such events are: (1) Borrower's failure to pay when due any amounts due under the Note; (2) the outstanding balance due under the Note exceeds the Principal; (3) Lender receives actual knowledge that Borrower's omitted material information on Borrower's credit application or made any false or misleading statement on Borrower's credit application; (4) the death of Borrower or any maker or guaranter of the Note; (5) Borrower files for bankruptcy, or bankruptcy proceedings are instituted applies Borrowers and not dismiss within sixty (60) calendar days under any provision of any state or federal bankruptcy law in effect at the time of filing; (6) Borrower makes an assignment for the benefit of Borrower's creditors, Decomes insolvent or becomes unable to meet Borrowers. obligations generally as they become due; (7) Borrower further encumbers the Property or suffers a lien, claim of lien or encumbrance against the Property, except such liens or encumbrances which are subordinate to this Mortgage; (8) Borrower is in default or an action is filled alleging a default under any credit instrument or mortgage evidencing or securing an obligation of borrower with priority in right of payment over the line of credit described in the Note; or whose lien has or appears to have any priority over the lien created by this Mortgage; or whose lien is or appears to be secured by the Property of co-which this mortgage is a lien; or any of borrower's other creditors attempts to (or does) seize or obtain a writt of attachment against the Property; (9) Borrower falls to keep any other covenant contained in this Mortgarie and the Note not otherwise specified in

b. Remedies (including Freezing the Line). Lender may, at its sole oution upon the occurrence of an Event of Default, freeze or terminate the line, and, require Borrower to make immediate full repayment of the unpaid principal balance of the line together with accrued but unpaid interest and other charges. "Freezing" the line means refusal to make any further advances against the line. If Lender fails to make such payment upor demand, Lender may institute foreclosure proceedings or pursue any other remedy or remedies given to Lender by law or under this Mortgage and the Note. Lender shall been entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorneys' fees, and costs of documenting evidence, abstracts and title report. As additional specific protection, not withstanding any other term of this Mortgage, Lender, without declaring or asserting an Events of Default or invoking any of its remedies pertaining to Events of Default, may immediately and without notice, freeze the line, upon the occurrence of any event enumerated herein. Freezing the line will not preclude Lender from subsequently exercising any right or remedy set forth herein or in the Note.

19. Transfer of 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 a beneficial interest in Borrower is sold or transferred and Borrowe in 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 Mortgage. However this option shall not be exercise stamped by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or malied within which Borrower must pay

all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

20. Revolving Line of Credit Loan. This Mortgage is given to secure a revolving credit loan evidenced by the Note. This Mortgage shall secure not only presently existing indebtedness under the Note but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make

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under this Mortgage or any other document with respect thereto) at anyone time outstanding shall not exceed one hundred fifty percent of the Maximum Credit, plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Property and Interest on such disbursements (all such indebtedness being herein after referred to as the "maximum amount secured hereby").

This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount

secured hereby

21. Assignment of Rents; Appointment of Receiver; Lender 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 18 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 18 hereof 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. 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actuary received. rents actuary received.

rents actuary received.

22. Release. Upon payment of all sums secured by this Mortgage and termination of the revolving credit line under the Note Lander shall release this Mortgage without charge to Borrower.

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

24. Trustee Exculpation. If this Mortgage is executed by a Trustee, Trustee executes this Mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder (not nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform in any covenants either express or implied herein contained, all such liability, it any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby as against said Trustee shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorse; or guarantor of said Note and this Mortgage.

[IN WITNESS WHEREOF, Borrower has executed this Mortgage.] JUL JOHN COMPANY CONTROL

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0		IF BORROWER IS	N INDIVIDUAL(S)		
Man	Lex Sandas	1-3486	madia	Dadasin	1-30-96
INDIVIDUAL	BORROWER SARABIA	Date	INDIVDUAL B		Date
VAUDA	SAPADIA	1-30/96	Maria I	Annill.	1-30-96
INDIVIDUAL LAURO SI	BORROWER	Date	INDIVIDUAL E	ORROWER ARABIA	Date
STATE OF ILL COUNTY OF	NOIS SS, of only	releasing and	waiving her	right of home	express purpose stead in these
tree and volun	dersigned, a notary Pu SARABIA and MARI wn to me to be the sa s day in person, and a tary ed, for the uses	iblic in and for said co A SARABIA, Husball me person whose nan cknowledged that he s	unty, in the State of duals Subscribed to igned, sealed and et forth, including	aforesaid, DO HERE The foregoing instru delivered the said in the release and wai	BY CERTIFY that will have been the series of the right of
homestead. Given under m	y hand and official se	al this 30	day of /		,1996
•,	111/2	——— Commision	Expires: 3	120/99	
Notary	Public	•	•		
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