

# UNOFFICIAL COPY

## RELEASE OF MORTGAGE OR TRUST DEED BY CORPORATION (ILLINOIS)

96175165

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.

RECORDING 29.00  
MAIL 0.50

# 96175165

95 FEB 29 AM 11:56

KNOW ALL MEN BY THESE PRESENTS,

That The Branson-Gore Bank in  
Prospect Heights

of the County of Cook and State of  
Illinois for and in consideration of the payment  
of the indebtedness secured by the Mortgage & Assignment 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, do it hereby

COOK COUNTY  
RECORDER  
JESSE WHITE  
ROLLING MEADOWS

Above Space For Recorder's Use Only

REMISE, RELEASE, CONVEY, and QUIT CLAIM unto George V. Duczak and Rosalind D. Duczak,  
his wife

(NAME AND ADDRESS)

heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever they  
may have acquired in, through or by a certain Mortgage and Assignment of Rents, bearing date the 22 day of  
February, 19 92, and recorded in the Recorder's Office of Cook County, in the  
State of Illinois, on 28 day of February, 19 92, document No. 92130586 92130587, to the  
premises therein described as follows, situated in the County of Cook, State of Illinois,  
to wit:

96175165

Lot 4 in Sutton Creek, being a Subdivision of part of the North 1/2 of section 21,  
and part of the South East 1/4 of the Southwest 1/4 of Section 16, Township 42  
North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois.

PIN # 01-21-205-001-0000

CKA - 4 CREEKSIDE LANE BARRINGTON, IL. 60010

together with all the appurtenances and privileges belonging or appertaining.

29.50  
XS

# UNOFFICIAL COPY

Permanent Real Estate Index Number(s): 01-21-205-001-0000

Address(es) of premises: 4 Creekside Lane, Barrington Hills, IL 60010

Witness \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_, this 20th day of December, 1995.

THE BRONSON-GORE BANK IN PROSPECT HEIGHTS

By: [Signature] (SEAL)

By: [Signature] (SEAL)

STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

I, \_\_\_\_\_ undersigned \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Florica Gociman personally known to me to be the Vice President of Bronson-Gore Bank, a Illinois corporation, and Victoria L. Carpenter, personally known to me to be the Vice President ~~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 Vice President ~~Secretary~~, 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.

GIVEN under my hand and \_\_\_\_\_ seal this 20th day of December, 19 95.



[Signature]  
NOTARY PUBLIC

Commission Expires \_\_\_\_\_

**96175165**



This instrument was prepared by:

Marina Bakaturski  
502 Cherbourg  
Buffalo Grove, IL 60089

Mailed to:

GEORGE DUCZAK  
N. H. C.  
P.O. Box 816  
Rosemont, IL 60018

UNOFFICIAL COPY

1987-9002

P A I D TIME NOTE

Handwritten initials and scribbles in the top left corner.

February

BRONSON-GORE BANK  
202431

233,000.00

On demand

On demand

after date, the undersigned, jointly and severally, for value received, promise(s) to pay to the order of THE BRONSON-GORE BANK in Prospect Heights

the remainder, together with any holder hereof, called "Bank", at the main office of the Bank, in the city of Prospect Heights, Illinois. (Dollars)  
Two Hundred Thirty Three Thousand and 00/100

payable with interest at the rate of Prime per cent per annum from date until paid. If the designation of said rate includes the term "Prime" such term shall mean the prime rate of interest quoted from time to time by Bank and said rate shall fluctuate as said prime rate fluctuates. The Bank is not obligated to give notice of such fluctuation. Interest shall be computed on the basis of a three hundred sixty day year.

As collateral security for payment of this note, together with any and all other liabilities and obligations of any of the undersigned (and of any partnership in which any of the undersigned is or may be a partner) to the Bank and its subsidiaries and affiliates, howsoever created, existing or hereafter created, whether now or hereafter existing, whether now due or to become due, whether direct or indirect, or absolute or contingent and whether several, joint or joint and several, all of which liabilities and obligations, including this note, are hereinafter called the "Liabilities", the undersigned, jointly and severally, grant to the Bank a continuing security interest in any property of the undersigned or any one of them, of any kind or description, tangible or intangible, now or hereafter assigned, transferred or delivered to or left in or coming into possession, control or custody of Bank by or for the account of the undersigned or any of them whether expressly as collateral security or for any other purpose, including, without limitation, all property left with Bank whether held in a general or special account or for safe keeping or otherwise, all dividends, interest or other rights in connection with any securities, included in said property coming into the possession of the Bank in any way and any property covered by a security agreement signed or assigned by any of the undersigned in favor of Bank (all such property being hereinafter called the "Collateral"), including but not limited to collateral listed below, if any.

Mortgage and Assignment of Rents dated February 22, 1992 on real estate located

in the County of Cook and State of Illinois and any and all other agreements entered into between the Undersigned and Bank. All the terms and conditions of said Mortgage and Assignment of Rents are hereby incorporated and made a part of this Note.

This note and all other liabilities of the undersigned to the Bank shall become immediately due and payable, upon the occurrence of any of the following events of default: (a) failure of the undersigned, or a partner or any of the undersigned is a partnership, to make any payment promptly when due of principal or interest on this note or on any of the Liabilities; (b) failure of the undersigned to observe or perform any term or obligation hereof or of any other agreement with Bank; (c) any assignment for the benefit of creditors, or the commencement of any bankruptcy, receivership, insolvency, reorganization, dissolution or liquidation proceedings by or against, or the entry of any judgment, levy, attachment, garnishment or other process against any of the undersigned or any partnership or association endorser or third party pledgor for any of the Liabilities or against any of the Collateral; (d) any deterioration or impairment of any of the Collateral hereunder or any of the collateral under any security agreement executed by any of the undersigned or any guarantor or accommodation endorser or third party pledgor for any of the Liabilities, or any decline or depreciation in the value or market price thereof (whether actual or reasonably anticipated), which causes said Collateral or collateral in the sole opinion of Bank acting in good faith, to become unsatisfactory as to value, character, or which causes the Bank to reasonably believe that the likelihood for repayment of the Liabilities is or will soon be impaired, time being of the essence; and (e) if this note is secured by a security agreement, upon the occurrence of any default thereunder.

At any time and from time to time after default hereunder, the Bank may exercise any rights and remedies available to it under the Illinois Uniform Commercial Code, or otherwise available to it, including those available under any written instrument (in addition to this note) relating to any of the Liabilities or any securities thereon, and may, without demand or notice of any kind, appropriate and apply toward the payment of such of the Liabilities, including cost of collection and reasonable attorney's fees, and in such order of application as the Bank may from time to time elect, any balances, credits, deposits, accounts or moneys of the undersigned. Any notification of intended disposition of any of the Collateral required by law shall be conclusively deemed reasonably and properly given if given at least five calendar days before such disposition. The undersigned, any and all endorsers, accommodation parties and guarantors waive any and all demands, notice, presentment, protest, and notice of dishonor.

No default shall be waived by the Bank except in writing and no waiver of any default shall operate as a waiver of any other default or of the same default at a future occasion. No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

To further secure the payment of this note, the undersigned hereby jointly and severally irrevocably authorize any attorney of any court of record to appear for them, or any one or more of them, in such court, in term time or vacation, at any time after payment is due, and confess judgment without process against them, or any one or more of them, in favor of the legal holder of this note, for such sum as may appear to be due and unpaid thereon, together with interest, costs and reasonable attorney's fees, and to waive and release all errors which may intervene in such proceedings and consent in immediate execution to such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

The undersigned hereby represents that this note evidences a business loan for a commercial or industrial enterprise carried on for the purpose of investment or profit. The loan evidenced hereby has been made, and this note has been delivered, at Prospect Heights, Illinois, and shall be governed by the laws of the State of Illinois. If this note contains any blanks when executed by the undersigned, the Bank is hereby authorized, without notice to the undersigned, to complete any such blank spaces according to the terms upon which the loan is granted. Whenever possible each provision of this note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this note shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the note.

96175165

George V. Duczak  
Gosalind D. Duczak  
PAID

4 Creekside Lane  
Address  
Barrington Hills IL 60010  
City State Zip  
708/428-1096  
Telephone Account No

BRONSON-GORE BANK  
202431

UNOFFICIAL COPY

Property of Cook County Clerk's Office