

# UNOFFICIAL COPY

PREPARED BY:

Candice Cuda  
18600 Dixie Highway  
Homewood, IL 60430

DEPT-01 RECORDING \$33.00  
T#0009 TRAN 2005 04/29/96 12:31:00  
#1981 RH \*-96-317926  
COOK COUNTY RECORDER

WHEN RECORDED MAIL TO:

GLFR - CR ADMIN  
P O Box 1483  
Homewood, IL 60430-0483

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

548230  
MAIL TO → BOX 352

MORTGAGE  
(Participation)

330

This mortgage made and entered into this 10TH day of APRIL, 1996, by and between HERMAN C. DILL AND LORNA D. DILL (hereinafter referred to as Mortgagor) and BANK OF HOMEWOOD (hereinafter referred to as Mortgagee), who maintains an office and place of business at 2034 RIDGE ROAD, HOMEWOOD, IL 60430.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of COOK, State of ILLINOIS, free from all rights and benefits under and by virtue of the homestead exemption laws. Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of this state.

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LEGAL  
SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS. TO WIT:

LOT 28 IN BLOCK 7 IN CRYER'S STATE STREET ADDITION, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 29-12-210-003

COMMONLY KNOWN AS: 327 CRANDON AVE.  
CALUMET CITY, IL 60430

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders,

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all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the guaranty of payment of a promissory note dated APRIL 10, 1996 in the principal sum of \$32,150.00 signed by HERMAN C. DILL AND LORNA D. DILL, in behalf of LITTLE MINDS, INC.

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force

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Conditions of this instrument shall terminate the mortgage of the property, at the option of the mortgagor shall profits accruing after default with the right to enter of any rentals on said property

if he shall fail to pay or shall fail to perform the promissory note secured by, and the option of the property without appraisement the mortgagee all rights of

provisions of 28 U.S.C. 2001

either by auction or by and best bid complying with time, terms, and place of during each of said four in the county in which said mortgagee, may bid with Federal, county, or city located. The mortgagee conveyance of said as to the happening of of sale herein granted tutes and appoints the the agent and attorney ls and to execute said e recitals so made shall tion, homestead, dower, of which are hereby

to state or Federal se for the disposition

the mortgagor or any become and be tenants to the purchaser at e with the provisions ver and agency hereby

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granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 327 CRANDON AVENUE, CALUMET CITY, IL and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 2034 RIDGE ROAD, HOMEWOOD, IL 60430.

11. Mortgagor on behalf of himself/herself and each and every person claiming by, through or under mortgagor, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to mortgagee's right to any remedy, legal or equitable, which mortgagee may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this mortgage, and without prejudice to mortgagee's

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right to a deficiency judgement or any other appropriate relief in the event of foreclosure of this mortgage.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Herman C. Dill  
 HERMAN C. DILL  
Lorna D. Dill  
 LORNA D. DILL

Executed and delivered in the presence of the following witnesses:

\_\_\_\_\_  
 \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF )

I, Candice L. Cuda, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, HERMAN C. DILL and LORNA D. DILL, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and they acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, including the waive of rights of redemption and waive of all rights and benefits under and by virtue of the homestead exemption laws of this state.

GIVEN under my hand and notarial seal this 10th day of April 1996.

Candice L. Cuda  
 Notary Public

My commission expires: 5-10-97

NOTARY PUBLIC  
 CANDICE L. CUDA  
 My Commission Expires 5-10-97

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RELEASE DEED (ILLINOIS)

SG317927

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

DEPT-01 RECORDING \$23.00  
T40009 TRAN 2005 04/29/96 12:31:00  
#1982 ÷ RH #-93-317927  
COOK COUNTY RECORDER

*23<sup>0</sup>*

The above space is for the recorder's use only  
**KNOW ALL MEN BY THESE PRESENTS,** That the FIRST BANK OF SCHAUMBURG, a corporation in the State of Illinois, for and in consideration of the payment of the indebtedness secured by the Junior Mortgage hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby confessed, does hereby **REMISE, RELEASE, CONVEY** and **QUIT CLAIM** unto Trudy H. Etienne, divorced and not since remarried 51/2 S Springinsguth Rd Schaumburg IL 60193

heirs, legal representative and assigns, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Junior Mortgage, bearing date the 7th day of July, 19 93 and recorded in the Recorder's office of Cook County, in the State of Illinois, in book \_\_\_\_\_ of records, on page \_\_\_\_\_, as document No. 93551810, to the premises therein described, situated in the County of Cook, in the State of Illinois, to wh:

LOT 12083 in weathersfield unit number 12, being a subdivision in the Northwest 1/4 of Section 29, Township 41 North, Range 10, and the Southwest 1/4 of Section 20, Township 41 North, Range 10, East of the Third Principal Meridian, on August 21, 1967 as Document Number 20234745, in Cook County, Illinois.

Subject to easements, restrictions and covenants of record, building lines and building and liquor restrictions of record, zoning and building laws and ordinances.

**MAIL TO → BOX 352**

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(NOTE: If additional space is required for legal, attach on a separate 8 1/2" x 11" sheet.)

together with all the appurtenances and privileges thereunto belonging or appertaining.  
Permanent Index Number(s) 07-29-112-052

IN TESTIMONY WHEREOF, the said, FIRST BANK OF SCHAUMBURG, has caused these presents to be signed by its Asst. Vice Pres, and attested by its Asst. Secretary, and its seal to be hereto affixed, this 18th day of April, 19 96.

**FIRST BANK OF SCHAUMBURG**  
321 W. GOLF RD.  
SCHAUMBURG, IL 60196  
708-882-4000

By *Donald Hill A.V.P.*

Title: Asst. Vice President

Attest: *Mary M. Glasse*

Title: Asst. Secretary

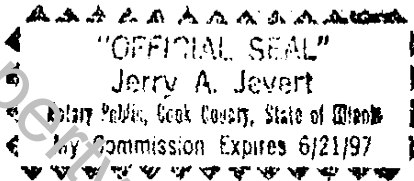
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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named Asst. Vice President and Asst. Secretary of FIRST BANK OF SCHAUMBURG, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such, Asst Vice Pres and Asst. Sec respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Bank, for the uses and purposes, therein set forth and the said Asst. Sec then and there acknowledged that She as custodian of the corporate seal of said Bank caused the corporate seal of said Bank to be affixed to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of April, 19 96



Jerry A. Jevort  
Notary Public

My commission expires 6-21-97

This instrument was prepared by:

(Name) First Bank of Schaumburg  
(Address) 321 W Golf Rd  
Schaumburg, Il 60196

Mail subsequent tax bills to:

(Name) Trudy H Etienne  
(Address) 514 S Springinsguth Rd  
Schaumburg Il 60193

96317927

RELEASE DEED

FIRST BANK OF SCHAUMBURG  
SCHAUMBURG, ILLINOIS

TO

ADDRESS OF PROPERTY:

MAIL TO: