

97503067

5148375a Cook County Under County Clerk

DEPT-01 RECORDING M \$23.50
T0001 TRAN 9874 07/14/97 10:40:00
\$8027 RH # -97-503067
COOK COUNTY RECORDER

23 50/2

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

KNOW ALL MEN BY THESE PRESENTS, THAT THE
FIDELITY FEDERAL SAVINGS BANK
formerly known as
Fidelity Federal Savings and Loan Association of Chicago and
Belmont Central Federal Savings and Loan Association

97503067

a corporation existing under the laws of the United States of America for and in consideration of the payment of the sum of one dollar and for other good and valuable considerations, the receipt whereof is hereby confessed, does hereby REMISE, CONVEY, RELEASE AND QUIT CLAIM UNTO JAN KOPEC a bachelor and ANNA KARASINSKI a spinster

of the County of Cook and the State of Illinois, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain mortgage deed bearing date of 10th day of March, A.D. 19 95 and recorded in the Recorder's Office of Cook County, in the State of Illinois, in Book _____ of Records, on page _____, as document No. 95280130, and a certain Assignment of Rents bearing date the _____ day of _____, A.D. 19 ____, and recorded in the Recorder's office of Cook County, in the State of Illinois, in Book _____ of Records, on page _____ as Document No. _____, to the premises therein described, situated in the County of Cook, and State of Illinois, as follows, to wit:

Lot 15 in Block 1 in Arthur T. McIntosh's 63rd Street Addition, being a Subdivision of the West 1/2 of the Southeast 1/4 of Section 15, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Box 911

UNOFFICIAL COPY

Release of Mortgage by Corporation

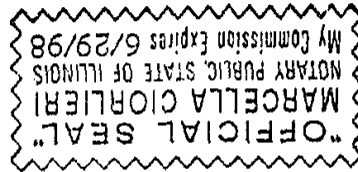
wp60/doc/RELEASE33.for

5455 W. Belmont Ave. Chicago, IL 60641

Peter Wasyliv

THIS DOCUMENT WAS PREPARED BY:

Property of Co. Office



Notary Public

Marcelle Ciorlieri
Notary Public

GIVEN under my hand and Notarial Seal this 1st day of July, A.D. 19 97

HEREBY CERTIFY THAT Robert S. Hoffman personally known to me to be the Vice President of Fidelity Federal Savings Bank a corporation and Lorella Jacks personally known to me to be the Assistant 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 Assistant Secretary, they signed and delivered the said instrument of writing as such Vice President and Assistant Secretary of said corporation 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 and deed of said corporation, for the uses and purposes therein set forth.

Marcelle Ciorlieri
State of Illinois)
County of Cook) ss.

Fidelity Federal Savings Bank
By: *Robert S. Hoffman*
Vice President
Attest: *Lorella Jacks*
Assistant Secretary

1st day of July, day of A.D. 19 97

IN TESTIMONY WHEREOF, the said Fidelity Federal Savings Bank hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its Vice President, and attested by its Assistant Secretary, this

Permanent Index Number: 19-15-403-015-0000
Address: 5931 S Tripp Chicago, Illinois 60629

4903067

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16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the 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 if a beneficial interest in Borrower is sold or transferred and Borrower is 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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **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 as if no acceleration had 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 paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **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 20, "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 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **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 paragraph 17 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

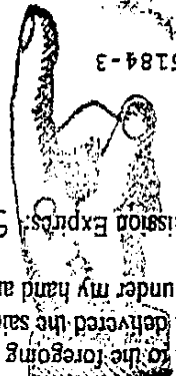
✓ V.S. Initials V.S.

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MAIL TO:
FIDELITY FEDERAL SAVINGS BANK
5455 W. BELMONT AVE.
CHICAGO, IL 60641
ATTN: LOAN CLOSING

97502066

OFFICIAL SEAL
ROBERT GOTTFRIED
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5-13-98



My Commission Expires: 5-13-98

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 02 day of July 97

I, ROBERT GOTTFRIED, a Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS, County ss: COOK

(Seal) -Borrower

(Seal) -Borrower
Viera Splova
X *Viera Splova*

(Seal) -Borrower
Vladislav Spria
X *Vlad. Spria*

Witnesses:

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 it.

- VA Rider
- Balloon Rider
- Graduated Payment Rider
- Adjustable Rate Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

(Check applicable box(es))

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.

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.