

Property of Cook County Clerk's Office

When Recorded, PNC MORTGAGE
Mail To: 539 SOUTH 4TH AVENUE
P.O. BOX 33000
LOUISVILLE, KY 40232-9801
Loan No.: 0000025833494/KIM KELLEY

MORTGAGE RELEASE, SATISFACTION, AND DISCHARGE
IN CONSIDERATION of the payment and full satisfaction of all indebtedness secured by that certain Mortgage described below, the undersigned, being the present legal owner of said indebtedness and thereby entitled and authorized to receive said payment, does hereby release, satisfy, and discharge from the lien, force, and effect of said Mortgage.

Mortgagor: RICKY WILLIAM KELLEY BACHELOR & SARAH F KELLEY DIVORCED
Mortgagee: ALSIP BANK AND TRUST
Prop Addr: 13119 SOUTH SHERIDAN
BLUE ISLAND IL 60403
Date Recorded: 09/26/90
State: ILLINOIS City/County: COOK
Date of Mortgage: 09/21/90 Book:
Loan Amount: 55,700 Page:
Document#: 90469022
PIN No.: 24-36-303-019-0000, 24-36-303-016-0000, 24-36-303-017-0000, *

Previously Assigned: SEARS MORTGAGE CORP
Recorded Date: 12/10/90 Book: 90598614 Page: _____
Brief description of statement of location of Mortgage Premises.

COUNTY OF COOK, IL
SEE ATTACHED LEGAL
*24-36-303-018-0000

Dated: MARCH 26, 1998
PNC MORTGAGE CORP. OF AMERICA
F/K/A SEARS MORTGAGE CORPORATION



By: Kathy M. Granger
Kathy M. Granger
Second Vice President

Robert Kaufman
Attest:

5-4
P-3
M Y
FH

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MORTGAGE RELEASE, SATISFACTION, AND DISCHARGE
PAGE 2

STATE OF KENTUCKY

COUNTY OF JEFFERSON

On this MARCH 26, 1998

State, personally appeared Kathy M. Granger and
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the persons who executed the within instrument as Second Vice President and
respectively, on behalf of

PNC MORTGAGE CORP. OF AMERICA

and acknowledged to me, that they, as such officers, being authorized so to do,
executed the foregoing instrument for the purposes therein contained and that such
Corporation executed the within instrument pursuant to its Board of Directors.

WITNESS my hand and official seal.

Heather S. Baxter
Notary Public

PREPARED BY:
HEATHER S. BAXTER
539 SOUTH 4TH AVENUE
LOUISVILLE, KY 40202-2531

★ NOTARY PUBLIC ★
Heather S. Baxter
Kentucky State-at-Large
My Commission expires April 18 2000

UNOFFICIAL COPY

HICKY W. WILLEY
SAVAN F. WILLEY
PO BOX 199
HURON ISLAND
MI 49727

Property of Cook County Clerk's Office

Property of Cook County Clerk's Office

LOTS 16, 17, 18, 19 IN BLOCK 1 IN SHELDONS ADDITION TO BLUE ISLAND, A SUBDIVISION OF THAT PART OF LOT 1 OF LORINDA WARFS WEST QUARTER OF THE SOUTH HALF OF THE NORTH WEST QUARTER OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF CALUMET FEEDER LYING SOUTH OF THE NORTH LINE OF THE SOUTH WEST QUARTER OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

METES AND BOUNDS EXTENDED LEGAL DESCRIPTION IS LEGAL DESCRIPTION COMPLETE? (C,N) ACTION

TAX2 0025833494 TAX AND LIEN INFORMATION 03/30/98 17:09:26
312 21 NAME RW KELLEY TYPE F.H.A. ST 12 COU 031 CITY 0000
TAX NAME RICKY W KELLEY PENDING YR MAN 0
PROP 1319 SOUTH SHERIDAN BLUE ISLAND IL 60406 GROUP

UNOFFICIAL COPY

3. **Application of Payments.** Unless applicable law provides otherwise, any payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amount payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Contract, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the contract or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Contract without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **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 or by mailing such notice by certified 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 certified mail 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 deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the Laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Contract conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Contract and of this Mortgage at the time of execution or after recordation hereon.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal laws as of the date of this Mortgage.

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 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.

LB809786

MORTGAGE

1998-06-03 09:16:08

THIS MORTGAGE is made this Fourth day of April 19 98 Between the Mortgagor(s) RUSSELL H. DEAN AND KAREN J. DEAN

(herein "Borrower"), and the Mortgagee, CRAFTER CORPORATION a corporation organized and existing under the laws of Indiana, licensed to do business in Illinois whose address is 1252 West 127th Street Calumet Park, Illinois 60643 (herein "Lender")

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 2,900.00 which indebtedness is evidenced by Borrower's contract dated APRIL 4, 1998 and extensions and renewals thereof (herein "Note") providing for monthly

installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on July 1, 2003.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Contract, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of ILLINOIS

Lot 51 in J. E. Merrion's Country Club Hills Unit #11, a Subdivision of part of the W 1/2 of the NE 1/4 of Section 34, Township 36 North, Range 13, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on 5/29/69, as Document #2453808, in Cook County, Illinois.

which has the address of (herein "Property Address") 4317 175th PLACE COUNTRY CLUB HILLS, ILLINOIS 60478

Parcel Index Number: 28-34-204-004

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows.

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply no later than immediately prior to the sale of the Property of its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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