

# UNOFFICIAL COPY 98552693

9336/0127 52 001 Page 1 of 3  
1998-06-29 14:11:00  
Cook County Recorder 25.50



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.: 0000000605579/PBS/VAZNONIS

**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: DANIEL JOHN VAZNONIS AND ANNE M. VAZNONIS  
Mortgagee: TOWER FEDERAL SAVINGS BANK  
Prop Addr: 246 NORTHWOOD  
RIVERSIDE IL 60546  
Date Recorded: 03/23/77  
State: ILLINOIS City/County: COOK  
Date of Mortgage: 03/17/77 Book:  
Loan Amount: 47,500 Page:  
Document#: 23861191  
PIN No.: 15-25-306-074-0000

Previously Assigned: PNC BANK, N.A.  
Recorded Date: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_  
Brief description of statement of location of Mortgage Premises.

THE COUNTY OF COOK, IL

Dated: MARCH 3, 1998  
PNC BANK, NATIONAL ASSOCIATION



By: Carol Holley  
Carol Holley  
Assistant Vice President

Sam M...  
Attest:

5-1  
7-3  
N-  
M-10  
Rick

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MORTGAGE RELEASE, SATISFACTION, AND DISCHARGE  
PAGE 2

STATE OF KENTUCKY

COUNTY OF JEFFERSON

} ss

539 SOUTH 4TH AVENUE  
LOUISVILLE, KY 40232-9801

On this MARCH 3, 1998, before me, the undersigned, a Notary Public in said State, personally appeared Carol Holley 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 Assistant Vice President and respectively, on behalf of

PNC BANK, NATIONAL ASSOCIATION 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.

*Sharon E. Morton*  
Notary Public

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

★ NOTARY PUBLIC ★  
Sharon E. Morton  
Kentucky State-at-Large  
My Commission expires April 24, 2000

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IL 0511  
RIVERSIDE  
246 NORTHWOOD  
ANNE M. VAZONIS  
DANIEL JOHN VAZONIS

Property of Cook County Clerk's Office

AUG 18 49-41-564 R MORTGAGE

112-2

THIS INDENTURE WITNESSETH: That the undersigned, ARTHUR P. PRICE and ALICE D. PRICE, his wife,

of the Village of Forest View, County of Cook, State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

Cicero Federal Savings and Loan Association

a corporation organized and existing under the laws of the United States, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook, in the State of Illinois, to-wit:

Lot 116B (except the West 50 feet and except the North 100 feet of said Lot) in Block 28 in Third Division of Riverside, in Cook County, Illinois.



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TOGETHER with all the buildings and improvements now or hereafter erected thereon, including all gas and electric fixtures, plumbing apparatus, motors, boilers, furnaces, ranges, refrigerators, and all apparatus and fixtures of every kind, whether used for the purpose of supplying or distributing heat, refrigeration, light, water, air, power or otherwise, now in or which hereafter may be placed in any building or improvement now or hereafter upon said property; together with the rents, issues and profits thereof, which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may hereafter become due under or by virtue of any lease whether written or verbal, or any agreement for the use or occupancy of said property, or any part or parts thereof, which may have been heretofore, or may be hereafter made or agreed to, or which may be made and agreed to by the Mortgagee under the power herein granted to it; it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right on the part of the Mortgagee to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter upon all now due or which may hereafter become due under each and every of the leases or agreements existing or to hereafter exist for said premises, and in use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or recovery of such avails, rents, issues and profits, or to secure and maintain possession of said premises, or any portion thereof, and to fill any and all vacancies and to rent, lease or let any portion of said premises to any party or parties, at its discretion, with power to use and apply said avails, issues and profits to the payment of all expenses, care and management of said premises, including taxes and assessments, and to the payment of any indebtedness secured hereby or incurred hereunder.

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee in the principal sum of

Eighteen Thousand and 00/100 Dollars (\$ 18,000.00), together with interest thereon as provided by a note of even date herewith made by the Mortgagor in favor of the Mortgagee evidencing said indebtedness, said principal and interest being payable in monthly installments on the first day of each month, commencing with October 1, 1959 until the entire sum is paid, as provided in said note and any additional advances made by the Mortgagee to the Mortgagor or his successors in title prior to the cancellation of this mortgage plus any advances necessary for the protection of the security, interest, and costs. And to secure the performance of the Mortgagor's covenants herein contained;

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A. THE MORTGAGOR COVENANTS:

(1) To either pay immediately when due and payable all general taxes, special assessments and other taxes levied or assessed upon said property or any part thereof and to promptly deliver receipts therefor to the Mortgagee upon demand; or pay such items in accordance with the terms of the note of even date herewith; (2) To keep the improvements now or hereafter upon said premises insured against damage by fire, windstorm and such other hazards as the Mortgagee may require to be insured against, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods and contain the usual clause making them payable to the Mortgagee, and in case of foreclosure sale payable to the benefit of the certificate of sale; and in case of loss, the Mortgagee is authorized to adjust, collect and compound with the insurer, all claims for such loss, and the Mortgagor agrees to indemnify, upon demand, all receipts, vouchers and balances required of him by the insurance company; (3) Not to commit or suffer any waste of such property, and to maintain the same in good condition and repair; (4) To promptly pay all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien or mechanics or materialmen shall attach to said property; (5) Not to suffer or permit any unlawful use of or any nuisance to exist upon said property; (6) Not to diminish or impair the value of said property as the security intended to be effected by virtue of this mortgage by any act or omission to act; (7) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage; (8) Not to suffer or permit without the written permission or consent of the Mortgagee being first had and obtained (a) any use of said property for a purpose other than that for which the same is now used; (b) any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property; (c) a purchase upon conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or improvement upon said property; (d) a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property.

B. THE MORTGAGOR FURTHER COVENANTS:

(1) That in case of his failure to perform any of his covenants herein, the Mortgagee may do on his behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien of this mortgage; and that he will immediately repay any moneys paid or disbursed by the mortgage for any of the above purposes, and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the sale of said premises, if not otherwise paid by him; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; that the Mortgagee shall not incur personal liability because of anything it may do or omit to do hereunder;

(2) That if it is the intent hereof to secure payment of said Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the amount named in said Note plus any amount or amounts that may be added to the mortgage indebtedness under the terms hereof;

(3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forebear to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;

(4) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and with out affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage;

(5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may, at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and

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