UNOFFICIAL COP\$ 222897 /288/0018 15 005 Page 1 of

1998-10-15 11:08:14

Cook County Recorder

Recording Requested By: Bank of Oklahoma, N.A.

When Recorded Return To:

PRESTICE 890 E HA RD #S-157 IL 60173-SCHAUMBUR



COOK COUNTY RECORDER JESSE WHITE ROLLING MEADOWS

Bank of Oklahoma, N.A. #:0000J79275 "Luehring" Lender 10:307/ Escrow/Title:C535 Cook, Illinois

KNOW ALL MEN BY THESE PRESENTS that BANCOKLAHOMA MORTGAGE CORP. holder of a certain mortgage, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby cancel and discharge said mortgage.

Original Mortgagor: STEVEN H. LUEHPING, AN UNMARRIED MAN

Original Mortgagee: LINCOLN MORTGAGE & FUNDING CORP.

Dated: 08/26/1986 and Recorded 10/31/ 930 as Instrument No. 86512414

Book/Feel/Liber --, Page/Folio --, in the County of CCOK State of ILLINOIS

See Exhibit "A" Attached Nereto and By This Reference Made A Part

Hereof

Assessor's/Tax ID No.: 07-08-104-028-1142 (3) Property Address: 1777 Queensbury, Hoffman Estat, 1,00195

IN WITNESS WHEREOF, the undersigned, by the officer duly authorized, has duly SOM CO executed the foregoing instrument.

BancOklahoma Mortgage Corp.

September 28, 1998 On

PRESIDENT

DAY 19980925-0015 (LCOOK COOK IL BAT: 587 KXILSOM)



UNOFFICIAL COPSY22897 Fage 2 of 3

Page 2 Satisfaction

STATE OF Oklahoma COUNTY OF Tulsa

ON September 28, 1998, before me, Marilyn Shirley, a Notary Public in and for the County of Tulsa County, State of Oklahoma, personally appeared BJ Hughes, Asst. Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Marilyn Shick

Notary Expires, 10/25/2000

(This area for notarial seal)
Document Prepared By: Tia Morgan Bank of Oklahoma, N.A. P O Box 35688 Tulsa, OK 74136
DAV-19980925-0015 ILCOOK COOK IL BAT: 587/00037 377 - KXILSOM1



EXHIBIT "A"

UNIT NUMBER 5782, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): CERTAIN LOTS OR PARTS THEREOF IN BARRINGTON SQUARE 5, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS ON NOVEMBER 16, 1972 AS DOCUMENT NUMBER 22322817, A SURVEY OF WHICH IS ATTACHED AS EXHIBIT "A" TO THAT CERTAIN DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP, MADE BY KAUFMAN AND BROAD HOMES, INC., AS GRANTOR AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS ON DECEMBER 13, 1972 AS DOCUMENT NUMBER 22156226, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

Olynin Clarks Office

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- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Mo. tgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of acr, authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the loregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrow(r has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and trasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instantant.
- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The coverants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Eoriower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. 'Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

prevent Lender from exercising its rights under this paragraph 17.
Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of

Borrower has not executed any prior assignment of the rents and has not and will not perform any set that would

trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property and tents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower and be held by Borrower as

the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each senant of the Property to pay the rents to Lender or Lender's agents. However, and the property to pay the rents to Lender or Lender and security Instrument, Portover shall collect and receive all rents and tevenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the tents and revenues of

substances by Envuonmental Law and the following substances: gasoline, keroscne, other flammable or toxic petroleum; products, toxic pesticides and herbicides, volatile collection, materials containing asbestos or formaldebyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, a fety or environmental protection.

any governmental or regulatory areacy or private party involving the Property and any Hazardous Substance or Equiatory, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take at necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous.

Borrower shall promply and Lender written notice of any investigation, claim, demand, lawsuit or other action by

the Property that is a violation of any Environmental Law. The preceding two sentences shall not apply to the presence, or storage on the droneity of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residual uses and to maintenance of the Property.

16. Has evanue Substrances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substrances on or in the Property. Borrower shall not do, not allow anyone else to do, anything affecting

the Note are declared to be severable.

15. B 17. wer's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

jurisdiction in which the Property is located. In the event that any provisions of this Security Instrument or the Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Mote which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and

provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as

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18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

- 19. Release Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without tharge to Borrower. Borrower shall pay any recordation costs.
 - 20. Waiver of Hcmestead. Borrower waives all right of homestead exemption in the Property.

21. Riders to this Security instrumwith this Security Instrument, the coverage supplement the coverants and agreements	ants of each such rider shall be in	
Instrument. [Check applicable box(cs)]. Condominium Rider Planned Unit Development Rider	Growing Equity Rider	Other [specify]
	Control Nation Nation	
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My Commission Expires 08/30/99 \$ Lisa M. Kent Notary Public Sanamanananananas Sanamanananananas My Commission Expires: SE Given under my hand and official seal, this set forth. free and voluntary act, for its uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed and delivered the said instrument as personally known to me to be the same person(s) where name(s) e me this day in person, and acknowledged that 1411 a motary Public in and for said county and state do hereby certify 'n County 55: STATE OF ILLIN Frawonoff-(Seal) (Scal) Borrower, змопой-(Scal) (Scal) Borrower nawomo8-(Seal) (Seal) nawomod-(Seal) Borrower. (Seal)

BY SICNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any

Wimesses:

rider(s) executed by Borrower and recorded with it.