

UNOFFICIAL COPY

98922899

989/0030 15 060 Page 1 of 3
1998-10-15 11:09:29
Cook County Recorder 29.50

SATISFACTION OF MORTGAGE



MAIL TO
ALL

Loan No. 0004395999
Name David Gillespie

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

After Recording Mail to
DAVID GILLESPIE
1311 SEBRING CR.
ELGIN, IL. 60120

In consideration of the payment and full satisfaction of the debt secured by the Mortgage executed by

DAVID GILLESPIE, DIVORCED NOT REMARRIED as Mortgagor, and recorded on 1-4-95 as document number 95-003124 in the Recorder's Office of COOK County, and assigned to LaSalle Home Mortgage Corporation by assignment dated 1-4-95 and recorded as document number 95-003125 the undersigned hereby releases said mortgage which formerly encumbered the described real property to wit:

Legal description enclosed herewith

Commonly known as 1311 Sebring Cr, Elgin IL 60120

PIN Number 06171160140000

The undersigned hereby warrants that it has full right and authority to Release said mortgage either as original mortgagee, as successor in interest to the original mortgagee, or as attorney-in-fact under a duly recorded power of attorney.

Dated October 02, 1998

LaSalle Home Mortgage Corporation

by Mary A. Paul
Loan Servicing Officer



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.

Handwritten marks including a circled '3' and other scribbles.

UNOFFICIAL COPY

98922899

Page 2 of 3

SATISFACTION OF
MORTGAGE
PREPARED BY: CZ

LOAN NUMBER: 000439599.9
MORTGAGOR: GILLESPIE

Lot 178 In Country Brook North, Being A Subdivision Of Part Of The Northeast 1/4 Of Section 18 And Part Of The Northwest 1/4 Of Section 17, Township 41 North, Range 9, East Of The Third Principal Meridian, In Cook County, Illinois, According To The Plat Thereof Recorded April 30, 1991 As Document No. 91199804

**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.**


SATISFACTION OF MORTGAGE

Loan Number 0004395999
Name David Gillespie

STATE OF ILLINOIS
COUNTY OF COOK SS.

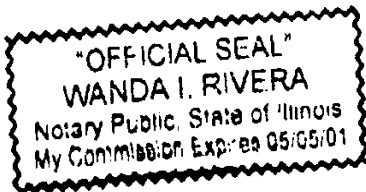
The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that the person whose name is subscribed to the foregoing instrument are personally known to me to be a duly authorized officer of LaSalle Home Mortgage Corporation, and that they appeared before me this day in person acknowledged that they signed and delivered the said instrument in writing, as a duly authorized officer of the 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.

Given under my hand and notarial seal October 02, 1998


Notary Public

PREPARED BY:
Wanda I. Rivera
LaSalle Home Mortgage Corporation
4242 N. Harlem Avenue
Norridge, Illinois 60634

RE200 006 G88



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.

UNOFFICIAL COPY

09-28-1998
Loan No 13111-12

FNMA/FHLMC MORTGAGE
(Continued)

Page 5 of 6

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. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other 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 provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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.

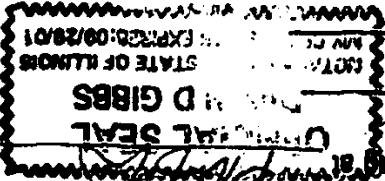
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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

0922089

My commission expires

09/01/01



Notary Public in and for the State of Illinois

Residing at

Given under my hand and official seal this 28 day of September, 19 99

On this day before me, the undersigned Notary Public, personally appeared JOSE A. GALVEZ and MARIA J. GALVEZ, HUSBAND AND WIFE, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

COUNTY OF Cook) ss

STATE OF Illinois

INDIVIDUAL ACKNOWLEDGMENT

MARIA J. GALVEZ-Borrower (Seal) X

JOSE A. GALVEZ-Borrower (Seal)

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.

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

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. [Check applicable box(es)]

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law. 21. Evidence. 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 the 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 the evidence.