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2427/0143 26 001 Page 1 of

1998-10-20 15:30:52

Cook County Recorder

23.50

RELEASE DEED

Loan No. 109256941

Mail to: NationsBanc Morgage Corp.

101 Main Street Ste. 400 Louisville, KY 40202 Name and Address of Preparer:

NationsBanc Mortgage Corporation 101 East Main Street, Suite 400

Louisville, KY 40202

Know All Men by These Pre can's, That Banker's Trust Company of California N.A. of
the County of JEFFERSON and the State of KENTUCKY for and in consideration of one dollar, and for other good and valuable
consideration,, the receipt whereof is hereby confessed, do hereby remise, convey, and quit claim unto
Thomas Jenkins (Divorced) of the County of Cook
and the State of Illinois all right, title, in serest, claim, demand, whatsoever HE/SHE may have acquired in and through or by a certain and
Mortgage bearing the date of the 1st day of February. , A.D. 1973, and recorded in the
Recorder's Office of Cook County, in the State of Illinois, as Book Page,
Document No. 22 207 050 to the premises therein described, situated in the County of <u>Gook</u> , State
of Illinois, as follows to wit:
See Attached
See Attached
1001170000
Permanent Index Number(s) 1004152230
Property Address 10816 S. Wabash
Chicago, IL 60628
Sontámber
Witness my hand and seal this 9th day of September , 1998
, 'A'
Banker's Trust Company of California N.
banker & fruit company of ourrorms and
By Man of Whole C
by virtual to the Breedont
STATE OF KENTUCKY § Kenneth J. Weleski, Sr. Vice President
COUNTY OF JEFFERSON §
COOLLE OF APPLICACION &
I, David L. Jones the undersigned, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY THAT Kenneth J. Weleski personally known to me to be the same person-whose-
name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
Kenneth J. Weleski signed, sealed and delivered the said instrument as his/her free and
voluntary act, for the uses and purposes therein set forth, including the releaser and waiver of the right of homestead.
Given under my hand and notarial seal this 9th day of September ,1998.
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Notary Public, State at Large Kentucky David L. Jones

My commission expires: 09-15-2001

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MORTGAGE

his form is used in connection with hortgages insured under the one- to our-family provisions of the National lousing Act,

THIS INDENTURE, Made this

1st

day of

February

19 7 3 het----

THOMAS JENKINS (DIVORCED)
MORTGAGE ASSOCIATES; INC.

, Mortgagor, and

a corporation organized and existing under the laws of THE STATE OF WISCONSIN Mortgagee.

of May Ch. 1973, and a like sum on the first day of each and every month thereafter until the note is fully, aid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the list day of February 1998.

NOW, THERE Ort, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interes of the performance of the covenants and agreements herein contained, does by these presents MORTGAGE art W.RRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and he mg in the county of COOK and the State of Illinois, to wit:

THE EAST, ONE HUNDRED STTY-TWO (162) FEET OF THE WEST THREE HUNDRED TWENTY-FOUR (324) FEET OF THE SOUTH HALF (4) OF LOT ONE (1) IN THE ASSESSOR'S DIVISION OF SIX (6) CHAINS NORTH AND ADJOINING THE SOUTH 22.50 CHAINS OF THE WEST HALF (4) OF SECTION FIFTEEN (15), TOWNSHIP THIRLY-SPVEN (37) NORTH, RANGE FOURTEEN (14) EAST OF THE THIRD PRINCIPAL ME ID AN EXCEPT THE EAST THIRTY-THREF (33) FEET THEREOF TAKEN FOR OPENING MASH AVENUE.

700

TOGETHER with all and singular the tenements, hered taments and appurtenances there into belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and internal of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures, and the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all lights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said right and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee; as here-inafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in, which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness; lasured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it, may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises; if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, d. charge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

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