

# UNOFFICIAL COPY

98087781/ST5004247

## SATISFACTION OF MORTGAGE

98958273

2533/0192 30 001 Page 1 of 3

1998-10-26 15:05:05

Cook County Recorder

25.00



Loan No. 0004282485  
Name Henryk Rzepka  
Maria Rzepka

After Recording Mail to **BTXBI**  
MR AND MRS HENRYK RZEPKA  
8547 W ST JOSEPH  
CHICAGO IL 60656

In consideration of the payment and full satisfaction of the debt secured by the Mortgage executed by HENRYK RZEPKA AND MARIA RZEPKA, HUSBAND AND WIFE as Mortgagor, and recorded on 08-18-94 as document number 94-733989 in the Recorder's Office of COOK County, and assigned to LaSalle Home Mortgage Corporation by assignment dated N/A and recorded as document number N/A the undersigned hereby releases said mortgage which formerly encumbered the described real property to wit:

Legal description enclosed herewith

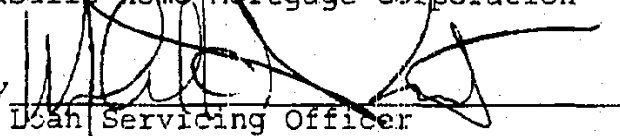
Commonly known as 8547 W St Joseph, Chicago IL 60656

PIN Number 12113140040000

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 14, 1998

LaSalle Home Mortgage Corporation

by   
Loan Servicing Officer

RE202 009 G27

**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.**

**BOX 327 CTI**

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98958273

Page 2 of 3

**SATISFACTION OF  
MORTGAGE  
PREPARED BY: CZ**

**LOAN NUMBER: 000428248-5  
MORTGAGOR: RZEPKA**

LOT 82 IN ST. JOSEPH MANOR, BEING A RESUBDIVISION OF PARTS OF LOTS 2, 3, AND 4 IN GERHARD H. FRANSEN ESTATE DIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF ST. JOSEPH MANOR REGISTERED IN OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON OCTOBER 14, 1958 AS DOCUMENT 1823113, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST  
WAS FILED.**

SATISFACTION OF MORTGAGE

Loan Number 0004282485  
Name Henryk Rzepka  
Maria Rzepka

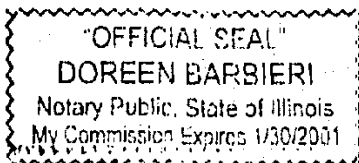
STATE OF ILLINOIS  
COUNTY OF COOK SS.

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 14, 1998

*Doreen Barbieri*  
Notary Public

PREPARED BY  
Doreen Barbieri  
LaSalle Home Mortgage Corporation  
4242 N. Harlem Avenue  
Norridge, Illinois 60634



RE200 006 G27

**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.**

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premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. 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 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 successors 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-signer.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. 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.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. 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. Any notice to Lender shall be given by

Initials: *JM/DC*

66-25685

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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 title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. 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.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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))

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> VA Rider                | <input type="checkbox"/> Other(s) (specify)             |   |

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.

Witnesses:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 -Borrower

*Faith K. McHale*  
 \_\_\_\_\_ (Seal)  
 FAITH K. MCHALE -Borrower

*Steven Cook*  
 \_\_\_\_\_ (Seal)  
 STEVEN COOK -Borrower

\_\_\_\_\_ (Seal)  
 -Borrower

STATE OF ILLINOIS,

MERCER

County is:

I, *Kalliope Shaykin*  
 certify that FAITH K. MCHALE, STEVEN COOK

, a Notary Public in and for said county and state do hereby

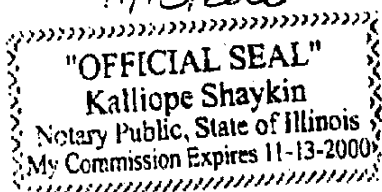
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *they* signed and delivered the said instrument as *their* free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *10<sup>th</sup>* day of *Oct* 1998

My Commission Expires:

*11/13/2000*

*Kalliope Shaykin*  
 \_\_\_\_\_  
 Notary Public



CS057499

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ALTA Commitment 1982 Schedule A

## ABSOLUTE TITLE SERVICES, INC.

### SCHEDULE A

File No.: 981526

### EXHIBIT A

LOT 38 IN BLOCK 2 IN SUNNYSIDE ADDITION TO JEFFERSON PARK, IN THE  
NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property (for identification purposes only):

Street: 4646 N LEAMINGTON  
City, State: CHICAGO, Illinois

**STEWART TITLE  
GUARANTY COMPANY**

Schedule A of this Policy consists of 2 page(s)

ISSUED BY: Absolute Title Services, Inc., Wheeling, Illinois

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