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Hinals-6/13/97

SATISFACTION OF MORTGAGE

MORTGAGE #: 86 109

KNOW ALL MEN BY THESE PRESENTS. that REPUBLIC NATIONAL BANK OF NEW YORK, as successor to REPUBLIC BANK FOR SAVINGS as successor to THE MANHATTAN SAVINGS BANK successor by merger to YONKERS SAVINGS BANK having offices at 415 Madison Avenue, New York, New York 10017

DOES HEREBY CERTIFY that the following IS PAID and does hereby be released and consent that the same discharged of record.

Mortgage dated the 29th day of September, 1972 made by Marion C. Hicks and Carrie B.

to O'Brien & Pain, Inc. in the principal sum of \$15,500.00 and recorded on the 10th day of October, 1972, in Doc/Book of Mortgages, Page, Ins. 22 079 474, in the office of the Clerk/Register of the County Clerk's/District Registry office of Cook, Illinois.

Assigned by O'Brien & Pain, Inc. to Yonkers Savings Bank by assignment dated December 1, 1972 and recorded on Ins. 22156508 in the office of the County ci viortgages, Page the 13th day of December 1972, in Doc\Book

Clerk/District Registry of the County Clerk's office of which mortgage has not been (further) assigned of record.

Premises being known as: 8407 Ada Street, Chicago, IL

Dated: November 20, 1997

Witnesses:

REPUBLIC NATIONAL BANK OF NEW YORK

5271 **/1004** 52 601 1959 /12/19 **68**120154

look County Fair for

LINDA PURCELL, Vice Prosident

hereunto suly gathorized

CARLOS CAMACH

Assistant Treasurer

STATE OF NEW YORK

)55.:

COUNTY OF KINGS

On the 20th day of November, 1997, before me personally came LINDA PURCELL, to me known, who, being by me duly sworn, did depose and say that she resides at No. 3203 North Jerusalem Road, Levittown, New York 11756, that she is a Vice President of REPUBLIC NATIONAL BANK OF NEW YORK, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name thereto by like order.

Sworn to before me this 20th day of November, 1997

JERRY R. HILL Jr.

Notary Public, State of New York No. 01815195640

Dis:

Qualified in Kinus County Section: Commission Expires Ont 7, 1958 Block:

County\District Registry:Cook

Return by Mail to:

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Property of Cook Collins Clerk's Office

STATE OF ILLINOIS FHA FORM NO. 2116m Rev. March 1972

JNOF PROFICE AGE CO

This form is used in connection with mings is insured under the one- to sure mily provisions of the National Housing Act.

OTHIS INDENTURE, Made this

29th

day of September

, 1972 between

MARION C. HICKS and CARRIE B. HICKS, his wife

, Mortgagor, and

O'BRIEN & PAIN, INC. a corporation organized and existing under the laws of Mortgague.

Delware

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagoe, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FIFTEENTHOUSAND FIVE

HUNDRED AND NO/100----- Dollars (\$ 15,500.00) payable with interest at the rate of seven per centum (7 %) per unnum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Chicago

Illinois , or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of ONE HUNDRED NINE

AND 59/100----- Dollars (\$109.59) on the first day of December . 19 72 and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November . 1997

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of Cook and the State of Illinois, to wit:

Lot 45 and the Sout's 7 1/2 feet of lot 46 in block 4 in the resubdivision of blocks 1 and 4 in Gilbert's Subdivision of the West 1/2 of the North East 1/4 of the South West 1/4 and of blocks 2 and 3 in Sisson's Subdivision of the East 1/2 of the North East 1/4 of the South West 1/4 of Section 32, Township 38 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

20 32 312 003 0000

700

TOGETHER with all and singular the tenements, hereditaments and app rtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every had 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, the, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set torth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights 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 instrucent; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter 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 Mortgager 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, insured 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, discharge, 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.

BAD CONDITION

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