

**UNOFFICIAL COPY**

**RELEASE AND PRO TANTO ASSIGNMENT OF MORTGAGE**

WHEREAS, the undersigned, T.C.F. Bank, Illinois FSB (hereinafter referred to as "T.C.F.") is the current owner of record of a certain loan which loan was evidenced by a Mortgage dated March 25, 1994 and recorded with the Cook County Recorder of Deeds on March 31, 1994 as document number 94289256; and

WHEREAS, said loan was evidenced by a Mortgage which included the following described real estate:

LOT 19 IN BLOCK 2 IN LYFORD AND MANN'S ADDITION TO CRAGIN IN THE SOUTHEAST OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID #13-33-402-002

and commonly known as 4879 W. Armitage, Chicago, Illinois 60639; and

WHEREAS, the Allstate Insurance Company (hereinafter referred to as "Allstate") issued to Jose and Aida Beltran (hereinafter referred to as the "Beltrans" and T.C.F., an insurance policy on the dwelling located on the above described real estate bearing policy number 062 076 830 wherein T.C.F. and its successors and assigns were named as the mortgagee under the standard mortgage clause of said policy; and

WHEREAS, the insured dwelling suffered a fire loss on or about September 23, 1996; and

WHEREAS, Allstate claims that no liability exists under said policy to the Beltrans or to any other person on account of said loss; and

WHEREAS, Allstate desires to pay T.C.F. as mortgagee, the amount of its interest in said policy as of the date of the fire, September 23, 1996 pursuant to the terms and conditions of the standard mortgage clause of said policy; and

WHEREAS, Allstate has elected to pay to the undersigned the sum of eighty-six thousand seven hundred and nine dollars and nineteen cents (\$86,709.19) less the demolition lien of thirteen thousand dollars and no cents (\$13,000.00); and

WHEREAS, Allstate is, and should be legally subrogated to the extent of its payment to T.C.F. as mortgagee, and is to receive from said mortgagee, an assignment of said mortgage to the extent of eighty-six thousand seven hundred and nine dollars and nineteen cents (\$86,709.19);

NOW, therefore in consideration of the payment by Allstate of the sum of eighty-six thousand seven hundred and nine dollars and nineteen cents (\$86,709.19) the adequacy and receipt of which is hereby acknowledged by T.C.F., T.C.F. hereby releases and further discharges Allstate from any and all liability to T.C.F. under Allstate policy number 062 076 830, on account of the fire which occurred on or about September 23, 1996 and in consideration of said payment, T.C.F. does hereby endorse, transfer and assign pro tanto, in the amount of and to the extent of, eighty-six thousand seven hundred and nine dollars and nineteen cents (\$86,709.19) that portion of T.C.F.'s right, title and interest in the mortgage note and mortgage recorded with the Cook County and bearing document number 94289286.

As additional consideration for the release given hereby, Allstate, agrees that nothing contained herein shall operate to impair the right of T.C.F. to recover the full amount of any and all sums still due and owing to it under the terms of said Note and Mortgage after application of the above-mentioned payment received from Allstate. It is further understood and agreed that T.C.F.'s right, title and interest in and to said Note and Mortgage (and the real estate described therein) which remain, after the pro tanto assignment given hereby, shall at all times be first, paramount, and superior to that of Allstate's right, title and interest therein, and T.C.F. shall have sole right to receive any and all sums directly from the named Mortgagor or any other party until the entire principal balance due and owing to it, together with the interest per the terms of the Note as paid in full and Allstate shall have no right to receive any principal or interest under the terms of the Note unless and until T.C.F. has first received payment in full of all sums due and owing to it. All such payments which are received shall first be applied to the interest which is outstanding on the principal balance still due and owing to T.C.F. and the remainder shall be applied to said principal balance still due and owing to T.C.F.

In the event that T.C.F. does not receive payment in full of all amounts still due and owing under the terms of the Note, it may, in its sole discretion, proceed to accelerate the entire indebtedness due to both T.C.F. and Allstate and institute foreclosure proceedings for recovery of all such amounts due to T.C.F. under the terms of said Note and Mortgage.

In the event that foreclosure proceedings are instituted T.C.F. shall: 1.) Only be required to bid at a public sale of the property that amount, if any, which in its sole discretion deems advisable to protect its own interests and not those of Allstate; 2.) be entitled to receive a Sheriff's Certificate of Sale in T.C.F.'s name alone if it is the successful bidder at such public sale; 3.) have first right to all or that portion of the proceeds of such public sale which are needed to satisfy the outstanding balance still due and owing to T.C.F. of America, plus accrued and unpaid interest, late charges, escrow advances, demolition expenses, foreclosure costs, including court cost and attorney's fees, adjuster's fees and similar costs. Allstate may also bid at such public sale if Allstate, in its sole discretion, deems it to be in its best interests to do so, and shall be entitled to a Sheriff's Certificate of Sale in its own name if it is the successful bidder at such sale. After the proceeds of such public sale are distributed first to T.C.F. and the balance, if any, to Allstate neither party shall have the duty to account to the other for any profit derived or loss incurred from the ultimate liquidation of the subject real estate after issuance of the Sheriff's Certificate of Sale.

