

UNOFFICIAL COPY 98334339

11/4/0168 30 001 Page 1 of 3  
1998-04-27 11:14:27  
Cook County Recorder 29.50

LOAN NO. 7552821

RELEASE OF MORTGAGE  
OR TRUST DEED BY  
CORPORATION (ILLINOIS)

FOR THE PROTECTION OF THE  
OWNER, THIS RELEASE SHALL  
BE FILED WITH THE RECORDER  
OF TITLES IN WHOSE OFFICE  
THE MORTGAGE OR DEED OF  
TRUST WAS FILED.

Above Space for Recorder's Use Only

KNOW ALL MEN BY THESE PRESENTS, THAT WESTAMERICA MORTGAGE COMPANY for and in consideration of the payment of the indebtedness secured by the Mortgage hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledge, does hereby REMISE, RELEASE, CONVEY, AND QUIT CLAIM unto OTTO I. MEJICANOS and MARIA MEJICANOS, HUSBAND AND WIFE heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever may have acquired in, through or by a certain Mortgage, bearing date MAY 17, 1996, and recorded in the Recorder's Office of COOK County, in the State of Illinois, as document No. 96 394 110, to the premises therein described as follows, situated in the County of COOK, State of Illinois, to wit:

"SEE ATTCHED LEGAL DESCRIPTION"

*C.I.T. = 4224475*

together with all the appurtenances and privileges thereunto belonging or appertaining.

Permanent Real Estate Index Number(s): *13-18-103-024*

Address(es) of premises: *4746 N. OAK PARK AVE  
HAWOOD HGT. IL 60656*

Witness our hands and seal, this 17th day of Februray, 1998.

WESTAMERICA MORTGAGE COMPANY

By: *Joyce Grudzien* (SEAL)  
JOYCE GRUDZIEN, VICE PRESIDENT  
By: *Samantha Grudzien*  
SAMANTHA GRUDZIEN, ASSISTANT SECRETARY

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THE SOUTH 6 FEET OF LOT 4 AND LOT 5 IN LAWRENCE HIGHLANDS, BEING A RESUBDIVISION OF LOTS 1, 3 TO 7, BOTH INCLUSIVE, LOTS 9 TO 16, BOTH INCLUSIVE, AND LOTS 18 TO 20 IN BENJAMIN'S RIDGEMOOR GOLF CLUB SUBDIVISION OF LOT 1 IN C. R. BALL'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT SCHOOL LOT, AND THE NORTH 25.4 ACRES OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID #13-18-103-054 & #13-18-103-024

Property of Cook County Clerk's Office

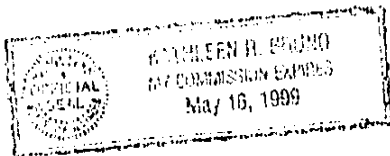
LOAN# 7552821

STATE OF Illinois

COUNTY OF DuPage

I, Kathleen R. Bruno a notary public in and for said County, in the State of Illinois <sup>92</sup> aforesaid, DO HEREBY CERTIFY that Joyce Grudzien personally known to me to be the Vice President of West America Mortgage Company, an Illinois corporation, and Colorado Samantha Grudzien, personally known to me to be the Asst. Secretary of said corporation and personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Joyce Grudzien and Samantha Grudzien they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereof, 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 of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of February, 1998.



Kathleen R. Bruno  
 NOTARY PUBLIC

COMMISSION EXPIRES 5/16/99

This instrument was prepared by: Sylvia Lemmons  
 Wendover Funding, Inc.  Sylvia Lemmons  
 P.O. Box 26903  
 Greensboro, NC 27419-6903

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NOTE

Loan No. 00102695 #97

7552821

May 17, 1996

CHICAGO

Illinois

(City)

(State)

4746 NORTH OAK PARK AVENUE, HARWOOD HEIGHTS, IL 60656

(Property Address)

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 120,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid, I will pay interest at a yearly rate of 8.2500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on July 1, 1996. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If on June 1

2026, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 5055 S. YOSEMITE ST., SUITE 460  
ENGLEWOOD, COLORADO 80111

or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 901.52

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 5 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be \$ 5.0000 of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

JOYCE GRUDZEN, VP  
*Joyce Grudzen*

WESTAMERICA MORTGAGE COMPANY  
A COLORADO CORPORATION

WITHOUT RECOURSE PAY TO THE ORDER OF

WESTAMERICA MORTGAGE COMPANY  
1 S. 660 MIDWEST ROAD  
OAKBROOK TERRACE, IL. 60181  
THIS DOCUMENT WAS PREPARED BY:

Property of Cook County Clerk

(Sign Original Only)

*[Signatures]*  
Borrower (Seal)  
Borrower (Seal)  
Borrower (Seal)  
Borrower (Seal)

10. UNIFORM SECURED NOTE  
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Instrument, dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:  
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 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.

9. WAIVERS  
I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. Presentment means the right to require the Note Holder to demand payment of amounts due. Notice of dishonor means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.  
8. OBLIGATIONS OF PERSONS UNDER THIS NOTE  
If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over the promises, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.