

UNOFFICIAL COPY

#7810375 OF



PARTIAL RELEASE OF SEWER TAP-ON FEE LIEN

BMC

KNOW ALL MEN BY THESE PRESENTS, that Branitek Inc., a Delaware corporation, for and in consideration of the payment by Hartz Construction Co Inc., an Illinois corporation, of One Thousand Two Hundred Fifty Dollars (\$1,250.00) for the cost of sewer improvements (the "Sewer Tap-on Fee") for each of the residential lots legally described below, the receipt of which is hereby acknowledged, does hereby remise, release and forever discharge each such residential lot described below of and from any and all liens and obligations created in the SEWER TAP-ON FEE LIEN recorded in the office of the Cook County Illinois Recorder of Deeds on September 21, 1987, as Document No. 87513299.

LOT 97 IN PEPPERWOOD SUBDIVISION PHASE ONE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 16308 BOARDWALK TERRACE, ORLAND HILLS, ILLINOIS.

PIN: 27-22-301-002

This Release shall affect and pertain only to the real property described above and the terms and conditions of the SEWER TAP-ON FEE LIEN shall remain in full force and effect upon all other property described in said Lien and not subsequently released.

IN WITNESS WHEREOF, the said Branitek Inc., a Delaware corporation, has caused this Release to be signed by its Vice President, and attested by its Assistant Secretary, this 27 day of April, 1999.

BRANITEK INC., a Delaware corporation

By: *J. J. Carroll*
Vice President

SUBSCRIBED AND SWORN TO before me this 27th day of April, 1999.

ATTEST:

Luise Robles
Secretary

Emily H. Reese
Notary
EMILY H. REESE
Notary Public, Chatham County, GA
My Commission Expires July 13, 2002

This instrument was prepared by: David E. Zajicek, McBride Baker & Coles, One MidAmerica Plaza, Suite 1000, Oakbrook Terrace, IL 60181, (630)954-2100

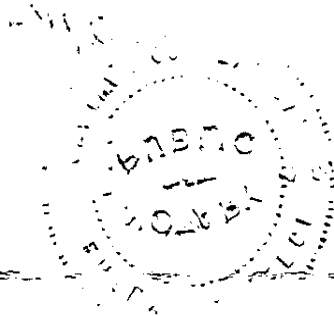
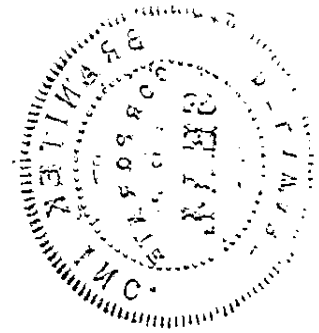
Return mail to: Hartz Construction Co., Inc.
c/o Lynne M. Gage
8995 W. 95th Street
Palos Hills, IL 60465

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4991/0005 03 001 Page 1 of 1
1999-05-12 09:24:52
Cook County Recorder (1-88-00)

BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office



[Handwritten signature]

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. 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 federal 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

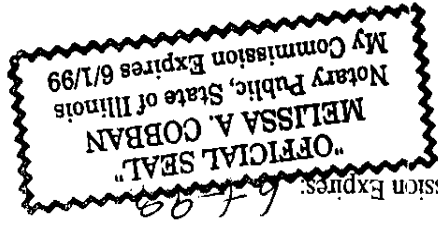
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date 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.

CSH Initials JMB



My Commission Expires: 6/1/99
Notary Public, State of Illinois
Melissa A. Cobban
Notary Public

STATE OF ILLINOIS,
County ss: Cook
I, the undersigned, a Notary Public in and for said county and state do hereby certify that
Steven S. Baker & Janet M. Baker, his wife,
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 free and voluntary act for the uses and purposes herein set forth.
Given under my hand and official seal, this 17th day of May, 1999.

(Seal) _____ Borrower
X Janet M. Baker
JANET M BAKES
(Seal) _____ Borrower
X Steven S. Baker
STEVEN S BAKES
(Seal) _____ Borrower

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:

- VA Rider
- Balloon Rider
- Graduated Payment Rider
- Adjustable Rate Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify] FUTURE ADVANCE
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

[Check applicable box(es)]
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.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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