

UNOFFICIAL COPY

99502706

5267003 37 001 Page 1 of 3
1999-05-25 11:24:20
Cook County Recorder 25.50



99502706

When Recorded, PNC MORTGAGE
Mail To: 539 SOUTH 4TH AVENUE
P.O. BOX 23000
LOUISVILLE KY 40232-9801
Loan No.: 0000000625175/SJH/HUGHES



MORTGAGE RELEASE, SATISFACTION, AND DISCHARGE
IN CONSIDERATION of the payment and full satisfaction of all indebtedness secured by that certain Mortgage described below, the undersigned, being the present legal owner of said indebtedness and thereby entitled and authorized to receive said payment, does hereby release, satisfy and discharge from the lien, force, and effect of said Mortgage.

Mortgagor: PATRICK HUGHES AND THERESA HUGHES, HUSBAND/WIFE
Mortgagee: BRIAN FINANCIAL SERVICES, INC
Prop Addr: 8028 S MELVINA
BURBANK IL 60459
Date Recorded: 08/26/92
State: ILLINOIS City/County: COOK
Date of Mortgage: 08/14/92 Book:
Loan Amount: 86,000 Page:
Document#: 92633344
PIN No.: PIN 19-32-107-049

Previously Assigned: PNC BANK, NA
Recorded Date: 10/05/94 Book: 94861829 Page: _____
Brief description of statement of location of Mortgage Premises.

COUNTY OF COOK, IL

LEGAL ATTACHED



Dated: MAY 5, 1999
PNC BANK, NATIONAL ASSOCIATION

By: [Signature]
Lynda Arkwright
Assistant Vice President

[Signature]
Attest:

5-4
P-3
N-W
MAY
JHR

When Recorded, PNC MORTGAGE
Mail To: 539 SOUTH 4TH AVENUE
P.O. BOX 35000
LOUISVILLE, KY 40232-9801
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MORTGAGE RELEASE, SATISFACTION, AND DISCHARGE
PAGE 2

STATE OF KENTUCKY

COUNTY OF JEFFERSON

On this MAY 5, 1999

State, personally appeared Lynda Arkwright and
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the persons who executed the within instrument as Assistant Vice President and
respectively, on behalf of

PNC BANK, NATIONAL ASSOCIATION

and acknowledged to me, that they, as such officers, being authorized so to do,
executed the foregoing instrument for the purposes therein contained and that such
Corporation executed the within instrument pursuant to its Board of Directors.

WITNESS my hand and official seal.

Tiffany Y. White
Notary Public

PREPARED BY:
PATTY BARNES
539 SOUTH 4TH AVENUE
LOUISVILLE, KY 40202-2531

Notary Public
Tiffany Y. White
Kentucky State-At-Large
My Commission Expires Sept. 28, 2002



PREPARED BY:

BRIAN HELLGETH

ARLINGTON HEIGHTS, ILL. 60005

UNOFFICIAL COPY

92633344



625175

RECORD AND RETURN TO:

BRIAN FINANCIAL SERVICES, INC.
2045 S. ARLINGTON HEIGHTS RD. - STE. 103
ARLINGTON HEIGHTS, ILLINOIS 60005

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[Space Above This Line For Recording Data]

LN-2235349

MORTGAGE

92-10249

THIS MORTGAGE ("Security Instrument") is given on AUGUST 14, 1992 . The mortgagor is
PATRICK HUGHES
AND THERESA HUGHES, HUSBAND AND WIFE

DEPT-01 RECORDING \$31.50
T#4444 TRAN 5794 08/26/92 12:46:00
#0908 # -92-633344
COOK COUNTY RECORDER

92633344

("Borrower"). This Security Instrument is given to
BRIAN FINANCIAL SERVICES, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose
address is 2045 S. ARLINGTON HEIGHTS RD. - STE. 103
ARLINGTON HEIGHTS, ILLINOIS 60005 ("Lender"). Borrower owes Lender the principal sum of
EIGHTY SIX THOUSAND
AND 00/100 Dollars (U.S. \$ 86,000.00).

This debt is evidenced by Borrower's note dated the same date as this security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 1, 2022

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following

described property located in COOK County, Illinois:

LOT 9 (EXCEPT THE NORTH 22 1/2 FEET THEREOF) AND LOT 10 IN BLOCK 2 IN
FIRST ADDITION TO WEST 79TH STREET GARDENS, A SUBDIVISION OF PART OF
THE WEST 2/3 OF LOT 3 IN THE SUBDIVISION OF LOT 8 IN ASSESSOR'S
DIVISION OF THE NORTH 1/2 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

19-32-107-049

which has the address of 8028 SOUTH MELVINA, BURBANK
Illinois 60459 ("Property Address");
Zip Code

Street, City ,

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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DPS 1089
Form 3014 9/98

VMP -6R(IL) (9101)

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

Initials: *PH*

3150

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:
1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in a institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such a institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so not by Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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