

③ 7819860
CTIC



99810961

ENS
BMP

RELEASE OF MORTGAGE BY CORPORATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE AMERICAN GENERAL FINANCE INC. SUCCESSOR IN INTEREST
FOR FIVE AVCO FINANCIAL SERVICES, INC.
a Corporation existing under the laws of the State of Illinois, for and in consideration of one dollar, and for other
good and valuable considerations, the receipt whereof is hereby confessed, does hereby Remise, Convey,
Release and Quit-Claim unto BESSIE L HAMILTON, a single woman and never married
of the County of COOK and State of Illinois, all the right, title, interest, claim or demand
whatsoever it may have acquired in, through or by a certain mortgage deed bearing date the 13th day
of NOVEMBER A.D., 1989 and recorded in the Recorder's Office of COOK
County, in the State of Illinois, in Book _____ of Records, on page _____, as Document No. 1r3874420
to the premises therein described, situated in the County of COOK and State of Illinois.

IN TESTIMONY WHEREOF, The said RALPH T KANTOR
hath hereunto caused his seal to be affixed as a lawful agent and attorney and attested by him _____ duly acting
for said this 23rd day of AUGUST, 1999

By Ralph T. Kantor Attorney-in-Fact

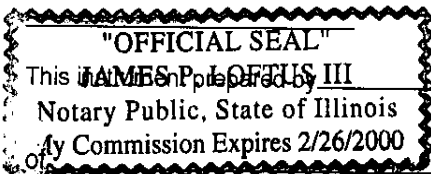
State of Illinois)
COOK County) ss.

I, JAMES P LOFTUS III in and for said County in the State aforesaid, DO HEREBY
CERTIFY That RALPH T KANTOR personally known to me to be the
Attorney-in-Fact of the corporation, having been duly authorized to execute the foregoing Release of Mortgage,
did appear before me this day in person and acknowledged that as such Attorney-in-Fact he signed, sealed and
delivered said instrument as Attorney-in-Fact for said Corporation pursuant to authority and power of attorney
given by said corporation having executed the same as his free and voluntary act and deed for the uses and
purposes therein set forth.

GIVEN under my hand and seen this 23rd day of AUGUST, 1999

My Commission expires:

Notary Public



mail to: James P. Loftus III Notary Public
AMERICAN GENERAL FINANCE INC
(Name)
5901 S ARCHER CHICAGO IL 60638

Illinois

(Address)

UNOFFICIAL COPY

99810961

AFTER RECORDING

MAIL THIS INSTRUMENT TO

NAME _____

ADDRESS _____

CITY _____

DATE _____ INITIALS _____

DOCUMENT No. _____

RELEASE DEED
BY CORPORATION

FROM

TO

Property of Cook County Clerk's Office

TRUST DEED

UNOFFICIAL COPY

This instrument was prepared by

TALAN & KITSANES
175 W. JACKSON, A-1220
CHICAGO, IL 60604

99810961

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS TRUST DEED, made NOVEMBER 13, 1989, between BESSIE L. HAMILTON, A SPINSTER, A/K/A BESSIE HAMILTON

herein referred to as "Mortgagors," and FIVE AVCO FINANCIAL SERVICES, INC., of COOK County, Illinois, herein referred to as TRUSTEE, witnesseth THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Promissory Note (herein called "Note") hereinafter described, said legal holder or holders being herein referred to as

Holders of the Note evidenced by one certain Promissory Note of the Mortgagors of even date herewith, made payable as stated therein and delivered, in and by which said Note the Mortgagors promise to pay an Amount Financed of TWENTY ONE THOUSAND DOLLARS AND TWENTY ONE CENTS (21,000.21) Dollars with interest thereon, payable in installments as follows:

FIVE HUNDRED EIGHTY SEVEN DOLLARS AND NINE CENTS (587.09) Dollars or more on the 17TH day of DECEMBER, 19 89, and FIVE HUNDRED EIGHTY SEVEN DOLLARS AND NINE CENTS (587.09) Dollars or more on the same day of each month thereafter, except a final payment of 587.09 Dollars, until said Agreement is fully paid and except that the final payment, if not sooner paid, shall be due on the 17TH day of NOVEMBER, 1994

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF _____ AND STATE OF ILLINOIS, to wit:

LOT 38 IN BLOCK 2 IN PARKSIDE, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID NO: 20-23-423-041

LR 3874420

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereon belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, 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 Mortgagors do hereby expressly release and waive.

THIS TRUST DEED MAY NOT BE ASSUMED WITHOUT THE WRITTEN CONSENT OF THE LEGAL HOLDERS OF THE NOTE THAT THIS TRUST DEED SECURES.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hand _____ and seal _____ of Mortgagors the day and year first above written.

Bessie L. Hamilton [SEAL] _____ [SEAL]
_____[SEAL] _____ [SEAL]

STATE OF ILLINOIS, }
County COOK } SS. I, ROBERT B. TALAN
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT BESSIE L. HAMILTON, A SPINSTER, A/K/A BESSIE HAMILTON who personally known to me to be the same person whose name is _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said Instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day NOVEMBER 1989

Robert B. Talan Notary Public

Notarial Seal

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for interest on any tax lien or other prior lien or title or claim thereon; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and notwithstanding any superior lien or by any superior lien or by any superior lienholder to permit the discharge of such prior lien to Trustee or to holders of the Trust Deed until this Trust Deed shall have been paid in full, and upon request exhibit satisfactory evidence of the time of the making of this Trust Deed until this Trust Deed shall have been paid in full, and upon request exhibit satisfactory evidence of the time of the making of such prior lien to Trustee or to holders of the Trust Deed; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan so insured, under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee or to holders of the note, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default hereon, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclosure said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this Trust Deed, if any, otherwise the pre-maturity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, and Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in the Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note or (b) when default shall occur and continue for three (3) days in the performance of any other agreement of the Mortgages, hereon contained, including default by the Mortgages in causing or permitting the principal balance of any superior lien to increase above the principal balance existing at the time of the making of this Trust Deed.

6. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness the right to foreclose all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, costs for documentary and export evidence, stenographers' charges, publication costs and exams (which may be estimated as to terms to be extended after entry of the decree) or procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and in immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this Trust Deed, if any, otherwise the pre-maturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof or for accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

7. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overage to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

8. Upon, or at any time after the filing of a bill to foreclose the Trust Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after the filing of the bill, without notice, without regard to the insolvency of Mortgages at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the full rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or in part of: (a) The Court from time to time may authorize the receiver to apply the net income it has in hands in payment in whole or in part of: (i) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become due on the premises, or of such decree, provided such application is made prior to forced sale; (ii) the deficiency in case of a sale and deficiency; (iii) No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the note hereby secured.

9. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

10. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or Trust Deed, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor shall Trustee be liable for any acts or omissions hereunder, satisfactory to it before exercising any power herein given.

11. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof, and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing the (a) all indebtedness hereby secured as herein provided, and which conforms to the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never been placed by a prior trustee hereunder or which conforms to the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof, in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof, it may accept as the genuine note herein described any note which may be presented and which conforms to the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof, in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

12. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then legal holder of this Trust Deed and the note or notes herein described may, by an instrument in writing, executed and recorded according to law, appoint any person who is a citizen and resident of the State of Illinois, to serve as Trustee in his place and stead, who shall thereupon for the purposes of advertisement and sale succeed to Trustee's title to said real estate and the trust herein created respecting the same. In the alternative, he then Recorder of Deeds of the County in which the premises are situated shall be Successor in Trust hereunder and shall have the identical title, powers and authority as are herein given Trustee.

13. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

14. Before releasing this Trust Deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this Trust Deed.

FOR RECORDER'S INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
 10007
 175 W. JACKSON A-1220
 CHICAGO, ILLINOIS 60601
 PLACE IN RECORDER'S OFFICE BOX NUMBER 19601866
 UNOFFICIAL COPY
 TALAN AND KTSANES
 ATTORNEYS AT LAW
 MAIL TO:

FOR RECORDER'S INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
 10007
 1023 S. Dearmont
 Chicago, Ill.