

UNOFFICIAL COPY

**RELEASE DEED**

**CITICORP SAVINGS**

Corporate Office:  
One South Dearborn Chicago, Illinois 60603  
Telephone: 1 312 977-5000

LOAN NO. 06-028000-5

KNOW ALL MEN BY THESE PRESENTS, that the Citicorp Savings of Illinois, a Federal Savings and Loan Association, successor in interest to First Federal Savings and Loan Association of Chicago, a corporation existing under the laws of the United States of America for and in consideration of the payment of the indebtedness secured by the Mortgage Deed and herein aftermentioned, and the cancellation of the obligation thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, does hereby REMISE, CONVEY, RELEASE and QUIT CLAIM unto HORATIO C. UNDERWOOD AND LEOLA M. UNDERWOOD, HIS WIFE

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 and bearing date the 19th day of MAY, A.D. 19 65 and RECORDED in the RECORDER'S OFFICE of COOK County, in the State of Illinois, in book of records, on page, as document No. 19 474 599, and in book of records, on page, as document No. to the premises therein described as follows, to wit:

Lot twenty three (23) in J. E. Whites Resubdivision of Block ten (10) in S. S. Hayes' Kelvyn Grove Addition to Chicago in the South West quarter of Section twenty seven (27), Township forty (40) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

99114457

9480/0170 05 001 Page 1 of 2  
1999-02-03 15:16:52  
Cook County Recorder 23.00



99114457

TAX ID # 13273100230000

COMMONLY KNOWN AS: 4552 WRIGHTWOOD

situated in the CITY of CHICAGO County of COOK and State of Illinois, together with all the appurtenances and privileges thereunto belonging or appertaining.

IN TESTIMONY WHEREOF, the said

Citicorp Savings of Illinois, a Federal Savings and Loan Association, successor in interest to First Federal Savings and Loan Association of Chicago, has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its VICE President, and attested by its ASSISTANT Secretary, this 24th day of JULY, A.D. 19 85

Citicorp Savings of Illinois, a Federal Savings and Loan Association, successor in interest to First Federal Savings and Loan Association of Chicago

By *[Signature]* Vice President

Attest: *[Signature]* Assistant Secretary

LS

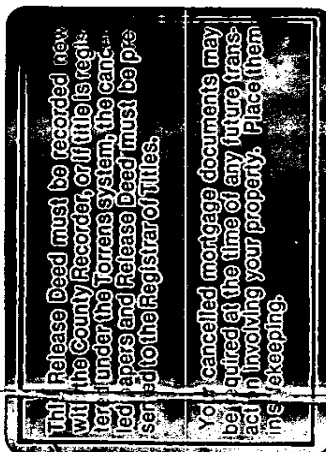
FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

*[Handwritten signature]*

**RELEASE DEED  
By Corporation**

Citicorp Savings of Illinois, a Federal Savings and Loan Association, successor in interest to First Federal Savings and Loan Association of Chicago

To



CITICORP SAVINGS

Mail To:

Property of Cook County Clerk's Office

kw

My Commission Expires August 11, 1985

*[Signature]*  
Notary Public

24th day of JULY 1985

GIVEN under my hand and Notarial Seal this 24th day of JULY 1985  
free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.  
he, as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his own  
Secretary did also then and there acknowledge that  
they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said  
ASSISTANT  
Vice President and Secretary respectively, appeared before me this day in person and acknowledged that  
personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such  
Chicago and  
CECILIE T. RIES, ASSISTANT  
Secretary of said Corporation,  
Citicorp Savings of Illinois, a Federal Savings and Loan Association, successor in interest to First Federal Savings and Loan Association of  
Vice President of the  
JOHN M. JONES  
A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that  
I, MARY ANN BEHRINGER

STATE OF ILLINOIS  
COUNTY OF COOK  
ss.

AP# 303313

LN# 303313 #53

**1-4 FAMILY RIDER****Assignment of Rents**

THIS 1-4 FAMILY RIDER is made this 2nd day of December, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure ~~Borrower's~~ ~~NOTES~~ ~~MORTGAGE~~. A ILLINOIS CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4350 WEST CERMAK ROAD, CHICAGO, IL 60623

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.**

In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute Property covered by the Security Instrument; building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing (together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

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PROPERTY

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AP# 303313

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**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.**

Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only. If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this 1-4 Family Rider.

Anthony Duke (Seal)  
ANTHONY DUKES -Borrower

Angela Duke (Seal)  
ANGELA DUKES -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

07/20/2011

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