

UNOFFICIAL COPY



99357287

RELEASE DEED

Mail To:
DANIEL A SEIDLER
3721 W 80TH ST
CHICAGO, IL 60652

Prepared By:
TCF Mortgage Corp.
801 Marquette Avenue
Minneapolis, MN 55402

99357287

4362/0221 81 001 Page 1 of 4
1999-04-14 11:51:20
Cook County Recorder 27.50

Recorder's Stamp

Know All Men by These Presents, That TCF National Bank Illinois, F/K/A Standard Federal Bank for Savings, for and in consideration of one dollar, and for other good and valuable consideration, the receipt whereof is hereby confessed, do hereby remise, convey, release and quit-claim unto DANIEL A SEIDLER AND BETTY JANE SEIDLER, HIS WIFE, of the County of COOK and State of Illinois all right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain (mortgage/deed of trust), bearing the date MAY 14, 1993, and recorded in the County Recorder's Office of COOK County, in the State of Illinois, as Document No. 93377116, to the premises therein described, situated in the County of COOK, State of Illinois, as follows, to wit:

PLEASE SEE ATTACHED LEGAL DESCRIPTION

P.I.N. 19-35-107-067

The undersigned has changed its name or identity from Standard Federal Bank for Savings to **TCF National Bank Illinois** as a result of an amendment to charter or articles of incorporation.

WITNESS my hand this 16 day of February, 1999

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

TCF National Bank Illinois

Connie M. Lee
Assistant Vice President

UNOFFICIAL COPY

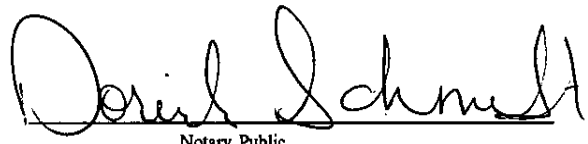
STATE OF MINNESOTA

SS

COUNTY OF HENNEPIN

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Connie M. Lee, 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 he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

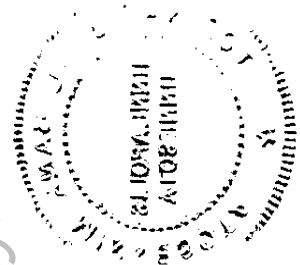
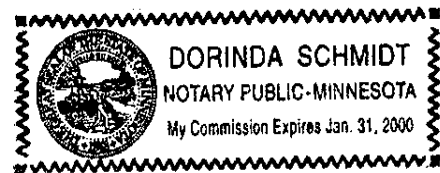
Given under my hand and notarial seal, this 16 day of February, 1999.



Notary Public

My commission expires on January 31, 2000

710002471 JJ



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5001045415

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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93377116

DELIVER TO
BOX 166

31
On

[Space Above This Line For Recording Data]

MORTGAGE

31
On
93507786

THIS MORTGAGE ("Security Instrument") is given on MAY 14, 1993 The mortgagor is

DANIEL A SEIDLER AND BETTY JANE SEIDLER, HIS WIFE

("Borrower"). This Security Instrument is given to

STANDARD FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 4192 S. ARCHER AVE, CHICAGO, ILLINOIS 60632

("Lender"). Borrower owes Lender the principal sum of

SEVENTY TWO THOUSAND DOLLARS & NO CENTS

Dollars (U.S. \$ 72,000.00)

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 JUNE 1, 2023

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 EIGHT (EXCEPT EAST 19 FEET THEREOF), LOT 9, EAST 5 FEET OF LOT TEN, IN BLOCK 6 IN CLARK AND MARSTON'S FIRST ADDITION TO CLARKDALE, BEING A SUBDIVISION OF THE NORTHEAST QUARTER TO THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN #19-35-107-067-0000

COOK COUNTY, ILLINOIS
FILED FOR RECORD

93 JUL -1 PM 1:56

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which has the address of 3721 W 80TH STREET CHICAGO
Illinois 60652 ("Property Address");

[Street, City],

[Zip Code]

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

FORM -6R(IL) (9212)

Form 3014 9/90

Amended 5/91

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

BOX 16



CH 250915

93377116

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note which can be conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note which are given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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