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1999-04-23 15:20:13
Cook County Recorder 51.50

RELEASE DEED



Mail To:
KENNETH MOLESKY
3650 W 82ND PLACE
CHICAGO, IL 60652

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

Recorder's Stamp

Handwritten scribble: \$ 2/10/99

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 KENNETH MOLESKY AND MARY T. MOLESKY, 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 JANUARY 17TH, 1977, and recorded in the County Recorder's Office of COOK County, in the State of Illinois, as Document No. 23795371, 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.: 19-35-124-025

Handwritten number: 4244644

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 18 day of March, 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

Handwritten signature of Connie M. Lee

Connie M. Lee
Assistant Vice President



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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.

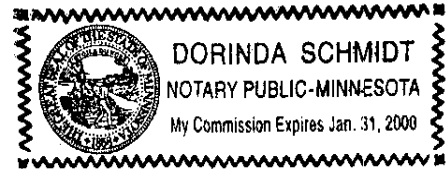
Given under my hand and notarial seal, this 18 day of March, 1999.

Dorinda Schmidt

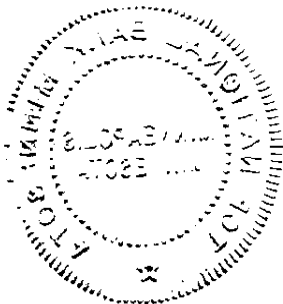
Notary Public

My commission expires on January 31, 2000

710000410 JJ



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Property of Cook County Clerk's Office

MORTGAGE

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JAN 20 65 14 1566

Loan No. 01-02-034753

The above space for recorders use only.

THIS MORTGAGE is made this 17th day of January, 19 77, between the Mortgagor,

KENNETH MOLESKY AND MARY T. MOLESKY, HIS WIFE

(herein "Borrower"), and the Mortgagee,

STANDARD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

a corporation organized and existing under the laws of the United States of America (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY NINE THOUSAND FIVE HUNDRED AND NO/100-----DOLLARS (\$ 29,500.00), which

indebtedness is evidenced by Borrower's Note dated January 17, 1977, providing for monthly installments of

TWO HUNDRED TWENTY EIGHT AND 57/100-----DOLLARS

(\$ 228.57), commencing on the 1st day of March, A.D. 19 77, and a like sum on the 1st day of each and every month thereafter until this indebtedness is fully paid.

To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Lot 26 in Block 5 in Clarkdale, being a Subdivision in the South East 1/4 of the North West 1/4 of Section 35, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures 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 this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest:** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Tax and Insurance Payments:** We further promise to pay monthly, in addition to the above payments, one-twelfth of the annual real estate taxes (as estimated by the Association), in such manner as the Association may prescribe so as to provide sufficient funds one month prior to the date when such taxes will become delinquent. We promise, further, to pay monthly a pro-rata share of all assessments, future hazard insurance premiums, flood insurance premiums where applicable and any other charges that may accrue against the property securing this indebtedness. If the amount estimated is not sufficient to pay said taxes, insurance, assessments, and other charges, we promise to pay the difference upon demand. The Mortgagee is hereby authorized and directed to use monies collected under the provisions of this paragraph for the payment of taxes, assessments, insurance premiums, or other

This instrument was prepared by: Christine Wallow

4192 S. Archer Ave., Chgo., Ill. 60632

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charges, and may be paid in such amounts as are shown by its own records or by bills issued by the proper authority or on the basis of any other information received by the Mortgagee where the same has or has not become due or is past due. In the event such monies are insufficient, and we fail to pay to the Mortgagee upon demand the amount of such deficiency, then the Mortgagee at its sole option may at any time pay the whole or any part of such items from its own funds; any such payment shall constitute an advance on our account and shall be added to the principal sum. Such advance shall bear interest from the date of payment. It shall be obligatory upon the Mortgagee to inquire into the validity or accuracy of any of such items before making payment and nothing herein contained shall be construed as requiring the Mortgagee to advance monies. The Mortgagee may commingle with its general funds any monies received by it pursuant to the provisions of this agreement, and shall not be liable for any payment of interest, nor shall the Mortgagee incur any liability to the Mortgagee, or any other party on account of such monies, except to account for funds received and disbursed.

3. Application Of Payments: All payments received by the Mortgagee in accordance with the terms of this Note shall be applied first to the Tax and Insurance Account, then to interest due, and the remainder to principal. Whenever we fail to make a payment, or pay less than the required installment during any month, the Mortgagee shall have the right to add to the unpaid balance of our loan account at the end of that month, the amount necessary to provide for taxes, insurance and interest.

4. Charges; Liens: Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any Lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance and/or Flood Insurance: Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", flood insurance where applicable, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals hereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible, or if the security of this Mortgage would be impaired. If such restoration or repair is not economically feasible, or if the security of this Mortgage is not thereby impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments: Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and consistent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security: If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy or liquidation, then Lender at Lender's option, upon notice to Borrower, may make such apparatus, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and costs upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection: Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation: The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

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 such notice is mailed, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

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