

[Handwritten signature]

A F F I D A V I T

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JUDITH A. KELSCH, ASSISTANT VICE PRESIDENT, OF RIVER OAKS BANK AND TRUST COMPANY, 1701 River Oaks Drive, Calumet City, Illinois, 60409, being first duly sworn, on oath depose and say that heretofore, on or about OCTOBER 28, 1985, there was issued and delivered to JOSEPH L. LESZYNSKI AND CATHLEEN LESZYNSKI, his wife, formerly known as CATHLEEN MASTRONARDI, the full satisfaction and release of a certain mortgage dated the 11th day of JUNE 1982 A.D. and filed in the Registrar of Titles Office of Cook County, in the State of Illinois, Torrens Document # 326657, to the premises commonly known as 14147 SOUTH CALUMET, DOLTON, ILLINOIS, 60419, in the County of Cook, to wit:

Lot Sixty Four (64) in Block One (1), in Teninga and Company's Fourth Ivanhoe Manor, being a Subdivision in the South West Quarter (¼) of the North West Quarter (¼) of Section 3, Township 36 North, Range 14, East of the Third Principal Meridian.

I further state that the note marked "paid or cancelled", secured by the above described mortgage in the amount of \$ 8,000.00, has since been inadvertently lost, misplaced or destroyed.

NOW, THEREFORE, THE RIVER OAKS BANK AND TRUST COMPANY, its successors, shall at all times indemnify and save harmless the Registrar of Titles, Cook County, Illinois against all loss or damage to him, arising by reason of the lost, misplaced or destroyed note in the amount of \$ 8,000.00, and the mortgage securing the said indebtedness of JOSEPH L. LESZYNSKI AND CATHLEEN LESZYNSKI, and the registering on all of the following Torrens Certificates of Title, Volume 2642-1, Page 56, Certificate Number 1318110, issued on said date in relation to premises described herein, and all costs, charges, damages, and expenses, and all claims and demands of every kind and any nature, actions, causes of actions, suits and controversies, whether groundless or otherwise.

RIVER OAKS BANK AND TRUST COMPANY

BY: JUDITH A. KELSCH
ASSISTANT VICE PRESIDENT

[Handwritten signature of Judith A. Kelsch]

Subscribed and sworn to
before me this 13th day
of December 1985

[Handwritten signature of Notary Public]
Notary Public

My Commission Expires 3-30-86

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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A F F I D A V I T

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JUDITH A. KELSCH, ASSISTANT VICE PRESIDENT, of RIVER OAKS BANK AND TRUST COMPANY, 1701 River Oaks Drive, Calumet City, Illinois, 60409, being first duly sworn, on oath depose and say that heretofore, on or about OCTOBER 28, 1985, there was issued and delivered to JOSEPH L. LESZYNSKI AND CATHLEEN LESZYNSKI, his wife, formerly known as CATHLEEN MASTRONARDI, the full satisfaction and release of a certain mortgage dated the 28th day of OCTOBER 1982 A.D. and filed in the Registrar of Titles Office of Cook County, in the State of Illinois, Torrens Document # 3280827, to the premises commonly known as 14147 SOUTH CALUMET, DOLTON, ILLINOIS, 60419, in the County of Cook, to wit:

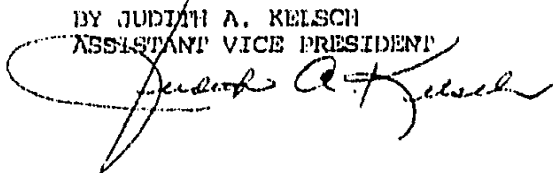
Lot Sixty Four (64) in Block One (1), in Teninga and Company's Fourth Ivanhoe Manor, being a Subdivision in the South West Quarter (¼) of the North West Quarter (¼) of Section 3, Township 36 North, Range 14, East of the Third Principal Meridian.

I further state that the note marked "paid or cancelled", secured by the above described mortgage in the amount of \$ 4,493.46, has since been inadvertently lost, misplaced or destroyed.

NOW, THEREFORE, THE RIVER OAKS BANK AND TRUST COMPANY, its successors, shall at all times indemnify and save harmless the Registrar of Titles, Cook County, Illinois against all loss or damage to him, arising by reason of the lost, misplaced or destroyed note in the amount of \$ 4,493.46, and the mortgage securing the said indebtedness of JOSEPH L. LESZYNSKI AND CATHLEEN LESZYNSKI, and the registering on all of the following Torrens Certificates of Title, Volume 2642-1, Page 56, Certificate Number 1318110, issued on said date in relation to premises described herein, and all costs, charges, damages, and expenses, and all claims and demands of every kind and any nature, actions, causes of actions, suits and controversies, whether groundless or otherwise.

RIVER OAKS BANK AND TRUST COMPANY

BY JUDITH A. KELSCH
ASSISTANT VICE PRESIDENT



Subscribed and sworn to
before me this 13th day

of December, 1985

Therese A. LaRocca
Notary Public

My Commission Expires 3-30-86

UNOFFICIAL COPY

Property of Cook County Clerk's Office

No. NS3778
Approved
Loan Rev.
NT. DB

UNOFFICIAL COPY

BUSINESS/SECURED

TIME NOTE

\$ 4,493.46
Date: October 28, 1982

Due January 27, 1983
Calumet City, Illinois

91 days after date, the undersigned, for value received, promises to pay to the order of River Oaks Bank and Trust Company (hereinafter, together with any holder hereof, called the "Bank"), at its office in Calumet City, Illinois, the principal sum of

Four Thousand Four Hundred Ninety Three and 46/100 DOLLARS, together with interest thereon from the date hereof until paid. All interest shall be computed for the actual number of days elapsed on the basis of a year consisting of 360 days.

2% over the rate at which the First National Bank of Chicago designates as prime from time to time
2% over the rate at which the First National Bank of Chicago designates as prime from time to time

The term collateral as used herein shall mean the following described property:

Secured by Trust Deed dated October 28, 1982, covering property address commonly known as 14147 S. Calumet, Dolton, Illinois, Security Agreement (Chattel Mtg.) dated October 30, 1980, (for description of collateral and other terms, see Security Agreement executed simultaneously herewith)

(ii) any and all other property of every kind or description (a) of or in the name of the undersigned now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, the Bank or any agent or bailee for the Bank, or (b) in which the Bank now or hereafter has a security interest securing any of the Liabilities (as hereinafter defined) pursuant to the provisions of any written agreement or instrument other than this Note; and (iii) any and all dividends, distributions and other rights on or with respect to, and substitutions for and proceeds of, any of the foregoing. The term "Liabilities", as used herein, shall mean all obligations of the undersigned under this Note and all other obligations of the undersigned to the Bank, however created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due. The undersigned agrees that, to secure the payment of this Note and all other Liabilities, the Bank shall have a lien upon and security interest in the Collateral and any and all balances, credits, deposits, accounts or moneys of or in the name of the undersigned now or hereafter with the Bank; and the undersigned further agrees to deliver to the Bank, upon its request, in due form for transfer, any of the Collateral which may at any time be in or come into the possession or control of the undersigned. The cancellation or surrender of this Note, upon payment or discharge, shall not affect the right of the Bank to retain the Collateral for any other Liabilities. The Bank shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as the undersigned shall request in writing, but failure of the Bank to preserve or protect any rights with respect to the Collateral against prior parties, or to do any act with respect to the preservation of the Collateral not so requested by the undersigned, shall be deemed a failure to exercise reasonable care in the custody or preservation of the Collateral.

All obligations of the undersigned, and all rights, powers and remedies of the Bank, expressed herein shall be in addition to, and not in limitation of, those provided by law or in any written agreement or instrument (other than this Note) relating to any of the Liabilities or any security therefor. In addition to all other rights possessed by it, the Bank may from time to time, whether before or after Default (as hereinafter defined), at its sole discretion and without notice to the undersigned, take any or all of the following actions: (a) transfer all or any part of the Collateral into the name of the Bank or its nominee, with or without notice that such Collateral is subject to the lien and security interest hereunder; (b) notify any obligors on any of the Collateral to make payment to the Bank of any amounts due or to become due with respect thereto; (c) enforce collection of any of the Collateral by suit or otherwise or surrender, release or exchange all or any part thereof; (d) take control of any proceeds of any of the Collateral; and (e) extend or renew for one or more periods (whether or not longer than the original period) this Note or any obligation of any nature of any obligor with respect to this Note or any of the Collateral, and grant any release, compromise or indulgence with respect to this Note or any extension or renewal thereof, or any security therefor or to any obligor hereunder or thereunder.

If the undersigned shall fail to pay, when due, any amount payable with respect to any of the Liabilities or to perform any other obligation to the Bank, or if the undersigned or any Collateral or any balances, credits, deposits, accounts or moneys of or in the name of the undersigned now or hereafter with the Bank shall become subject to order of any court or to any civil or legal process or restraint or to any adverse claim, or if the Bank shall feel insecure for any reason whatsoever, such event shall constitute a Default hereunder. Upon Default, (1) this Note and all other Liabilities may (notwithstanding any provisions thereof), at the option of the Bank, be without demand or notice of any kind, be declared, and thereupon immediately shall become, due and payable, (2) the Bank may, from time to time, without demand or notice of any kind, appropriate and apply toward the payment of such of the Liabilities, and in such order of application, as the Bank may from time to time elect, any and all balances, credits, deposits, accounts or moneys of or in the name of the undersigned then or thereafter with the Bank, (3) the undersigned agrees to pay all expenses, including reasonable attorneys' fees and legal expenses, incurred by the Bank in endeavoring to collect any of the Liabilities or to enforce its rights with respect to any of the Collateral, and (4) the Bank may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code as in effect from time to time in Illinois or otherwise available to it. Without limiting the foregoing, upon Default the Bank may, to the fullest extent permitted by applicable law, without notice, advertisement, hearing or process of law of any kind, (a) enter upon any premises where any of the Collateral may be located and take possession of and remove such Collateral, (b) sell any or all of the Collateral, free of all rights and claims of the undersigned therein and thereto at any public or private sale or brokers' board, and (c) bid for and purchase any or all of the Collateral at any such sale or brokers' board. The undersigned hereby expressly waives presentment, demand, notice of dishonor, protest and, to the fullest extent permitted by applicable law, any and all other notices, advertisements, hearings or process of law in connection with the exercise by the Bank of any of its rights and remedies upon Default. If any notification of intended disposition of any of the Collateral is required by law, such notification, if any, shall be deemed reasonably and properly given if mailed at least five days before such disposition, postage prepaid, addressed to the undersigned either at the address shown below or at any other address of the undersigned appearing on the records of the Bank. Any proceeds of any of the Collateral received by the Bank may be applied by the Bank to the payment of expenses in connection with the Collateral, including reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by the Bank toward the payment of such of the Liabilities, and in such order of application, as the Bank may from time to time elect. No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

All payments hereon shall be applied first to the payment of interest on the unpaid principal balance and the remainder to principal. The undersigned represents and agrees that the proceeds of the loan evidenced by this Note will be used for purpose specified in Paragraph 4(c) of Chapter 74 of the Illinois Revised Statutes and that the principal obligation hereof constitutes a business loan which comes within the purview of said paragraph.

The undersigned, jointly and severally, hereby authorize irrevocably any attorney of any court of record to appear for the undersigned, or any one or more of them, in such court in any time or vacation at any time after this Note becomes due, whether by acceleration or otherwise, and confess a judgment without process against the undersigned, or any one or more of them, jointly or severally, in favor of the holder of this Note, for such amount as may appear to be unpaid thereon, together with costs and reasonable attorneys' fees, and to waive and release all error which may intervene in any such proceedings and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof, and further agree that the confession of any such judgment against any one or more, but less than all, of the undersigned shall not preclude the confession of judgment against any other of the undersigned.

If more than one party shall execute this Note, the term "undersigned" as used herein shall mean all parties signing this Note and each of them, and all such parties shall be jointly and severally obligated hereunder.

The loan evidenced hereby has been made, and this Note has been delivered, at Calumet City, Illinois, and shall be governed by and construed in accordance with the laws of the State of Illinois. If this Note is not dated when executed by the undersigned, the Bank is hereby authorized, without notice to the undersigned, to date this Note as of the date when the loan evidenced hereby is made. Wherever possible such provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Joseph L. Lesczynski
NAME Joseph L. Lesczynski
Cathleen Lesczynski
NAME Cathleen Lesczynski

14147 S. Calumet Dolton, Illinois 60419
ADDRESS
14147 S. Calumet Dolton, Illinois 60419
ADDRESS

RELEASE OF MORTGAGE OR TRUST DEED
BY CORPORATION (ILLINOIS)

3191363

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

Above Space For Recorder's Use Only

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

KNOW ALL MEN BY THESE PRESENTS, That River Oaks Bank and Trust
Company

of the County of Cook and State of Illinois for and in consideration of the payment of the indebtedness secured by the Trust Deeds hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, do es hereby REMISE, RELEASE, CONVEY, and QUIT CLAIM unto Joseph L. Lesczynski and Cathleen

Lesczynski, his wife

(NAME AND ADDRESS)

heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever they may have acquired in, through or by a certain Trust Deeds, bearing date the 11th June 1982, and recorded in the Recorder's Office of Cook County, in the State of Illinois, in book of records, on page, as document No. T3288827, to the premises therein described as follows, situated in the County of Cook, State of Illinois, to wit:

Lot Sixty Four (64) in Block One (1), in Teninga and Company's Fourth Ivanhoe Manor, being a Subdivision in the South West Quarter Quarter (1/4) of the North West Quarter (1/4) of Section 3, Township 36 North, Range 14, East of the Third Principal Meridian.

together with all the appurtenances and privileges thereunto belonging or appertaining.

Permanent Real Estate Index Number(s): 29-03-112-033

Address(es) of premises: 14147 South Calumet, Dolton, IL

Witness our hand and seal, this 28th day of October 19 85

River Oaks Bank and Trust Company
By: *[Signature]* (SEAL)
Assistant Vice President

By: *[Signature]* (SEAL)
Assistant Vice President

This instrument was prepared by Margaret A. Mucharski 1701 River Oaks Drive, Calumet City, IL 60409 (NAME AND ADDRESS)

3191363

LEGAL NOTICE: COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

0385566

#3

RELEASE DEED

By Corporation

REGISTERED TO	NO.

3491363

ADDRESS OF PROPERTY:

JAN 22 2 14 PM '85

REGISTRAR OF TITLES

3491363

MAIL TO:

2

LEGAL FORMS

GEORGE E. COLE

Property of Cook County Clerk's Office

Commission Expires 3/30/86

Notary Public: Judith A. Kelsch

GIVEN under my hand and notarial seal this 28th day of October 19 85

act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary

signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto,

and severally acknowledged that as such Asst. Vice President and Asst. Vice President, they

same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person

known to me to be the Asst. Vice President of said corporation, and personally known to me to be the

in Illinois Banking corporation, and Douglas C. Maxelner, personally,

personally known to me to be the Asst. Vice President of River Oaks Bank and Trust Company,

in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Judith A. Kelsch

Dorothy Bartczak, a notary public

STATE OF Illinois } COUNTY OF Cook } SS.