

UNOFFICIAL COPY

MARY ANN BEHRINGER

ONE S. DEARBORN ST., CHICAGO, ILLINOIS 60603

CITICORP SAVINGS

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

RELEASE DEED

LOAN #00-034585-0

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 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 PHILIP C KING AND CORNELIA M KING, HIS WIFE AND MARK J MITCHELL JR AND MARGUERITE M MITCHELL

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 2th day of March, A.D. 19 80 and Registered in the Registrar's Office of Cook County, in the State of Illinois, in book 2687-1 of records, on page 72, as document No. 3158889, and in book of records, on page of records, on page, as document No. to the premises therein described as follows, to wit:

The North 135.00 feet of the East 108.00 feet of Lot Thirty Three (33) in Glenview Acres, being a Subdivision of part of the South West quarter (1/4) of the Northeast quarter (1/4) lying West of Waukegan Road, and a part of the East Sixty (60) rods of the Southeast quarter (1/4) of the Northwest quarter (1/4) of Section 26, Town 42 North, Range 12, East of the Third Principal Meridian, according to the plat thereof filed in the Office of the Registrar of Titles of Cook County, Illinois, on April 28, 1922, as Document Number 152787

Tax I.D. No. 04 26 102 035 Commonly known as: 1807 Jefferson

situated in the Village of Glenview 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 5th day of November, A.D. 19 86

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

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.

ok

3589228

7075410 DT, Free 10 Ball Change of Name on file

LEGAL FOLLOWUP MORTGAGE

BT.

UNOFFICIAL COPY

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: Philip King
1807 Jefferson
Glenview, Ill

60025

1/21/14
Red

70-75-9107

CHICAGO TITLE INS.

Property of Cook County Clerk's Office

35892288

35892288

MY COMMISSION EXPIRES DECEMBER 20, 1987 Notary Public

GIVEN under my hand and Notarial Seal this 7TH day of NOVEMBER 19 86

free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes herein set forth.

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 Corporation, for the uses and purposes herein set forth; and the said MARY ANN BEHRINGER, ASSISTANT

personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

Chicago and MARY ANN BEHRINGER, 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 Chicago

ELMER CWIK, JR. Vice President of the

A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARY JO HALL

STATE OF ILLINOIS
COUNTY OF COOK

406655

UNOFFICIAL COPY

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This form is used in connection with mortgages insured under the one to four-family provisions of the National Housing Act.

MORTGAGE

131:483 2746-703

065080-9

THIS INDENTURE, Made this 30TH day of JANUARY, 1987, between BRUCE A. BRUMBALOW AND ELIZABETH H. BRUMBALOW, HUSBAND AND WIFE, Mortgagor, and

INDEPENDENCE ONE MORTGAGE CORPORATION
a corporation organized and existing under the laws of THE STATE OF MICHIGAN
Mortgagee.

3588813

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of EIGHTY THOUSAND TWO HUNDRED AND NO/100THS (\$ 80,200.00) Dollars

payable with interest at the rate of NINE AND ONE HALF per centum (9.50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in SOUTHFIELD, MICHIGAN or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of SIX HUNDRED SEVENTY FOUR AND 37/100THS (\$ 674.37) Dollars on the first day of MARCH, 1987, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of FEBRUARY 2017

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT 26 IN BLOCK 1 IN DUNHURST SUBDIVISION, UNIT NO. 2, PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 17, 1955, AS DOCUMENT NUMBER 1602023, IN COOK COUNTY, ILLINOIS
PROPERTY 306 CINDY LANE
WHEELING, IL 60090

THIS DOCUMENT WAS PREPARED BY:
SANDY BLACKMAN
INDEPENDENCE ONE MORTGAGE CORPORATION
100 W. 22ND ST., STE 141
LOMBARD, IL 60148

TI# 03-10-207-057

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof, and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses 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 said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

This instrument is for use in the home mortgage insurance programs under sections 203 (b), 203 (i), 203 (n) and 246. (Reference Mortgage Letter 83-21) (9/83)

NOTE IDENTIFIED

3588813

UNOFFICIAL COPY

133019
IN DUPLICATE

1987 FEB -0 11:18:07

HARRY B. ...
REGISTRAR

3588813

3588813

Submitted by 3588813

Address _____

Promised _____

Deliver cert. to _____

Address _____

Deliver duplicate Trust

Deed to _____

Address _____

Notified _____

G.T.

GREATER ILLINOIS
TITLE COMPANY

BOX 116

#

406655

Property of Cook County Clerk's Office

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of such abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

WITNESS the hand and seal of the Mortgagor, this day and year first written.

Bruce A. Brumbalow [SEAL] Elizabeth H. Brumbalow [SEAL]
BRUCE A. BRUMBALOW ELIZABETH H. BRUMBALOW
[SEAL] [SEAL]

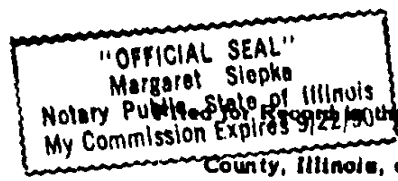
STATE OF ILLINOIS

COUNTY OF

ss:

I, the undersigned, a notary public, in and for the County and State aforesaid, Do Hereby Certify That Bruce A. Brumbalow and Elizabeth H. Brumbalow his wife, personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their 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 30th day of January, A. D. 19 87



Margaret Slepka
Notary Public

DOC. NO. _____ Recorder's Office of _____ County, Illinois, on the _____ day of _____ A. D. 19 _____ at _____ o'clock _____ m., and duly recorded in Book _____ of _____ Page _____

AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagee, or any party claiming under said Mortgagee, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, and appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit, and in case of a deficiency, upon the statutory period of redemption, and such rents, issues, and profits when collected may be applied for the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here- by for a period of thirty (30) days after the date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued in- terest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eli- gible for insurance under the National Housing Act within 60 DAYS from the date hereof, written state- ment of any officer of the Department of Housing and Urban Development dated subsequent to the 60 DAYS time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility, the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. This option may not be exercised by the mortgagee when the ineligibility for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mort- gagee to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebted- ness secured hereby, whether due or not.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals therefor shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the event of foreclosure, all right, title and interest of the Mortgagee in and to any insurance policies then in force shall pass to the purchaser or grantee.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagee does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, in- sured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay prompt- ly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals therefor shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the event of foreclosure, all right, title and interest of the Mortgagee in and to any insurance policies then in force shall pass to the purchaser or grantee.

If the total of the payments made by the Mortgagee under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee. If, however, the monthly payments made by the Mortgagee under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagee shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagee any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagee does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and as- sessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments, and
 - (b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 - (1) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (2) interest on the note secured hereby; and
 - (3) amortization of the principal of the said note.
- Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior to the date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may col- lect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

AND the said Mortgagee further covenants and agrees as follows:

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