

THIS INSTRUMENT WAS PREPARED BY
111 West Washington Street
Chicago, Illinois 60602

UNOFFICIAL COPY

Chicago Title and Trust Company
650-2168

IN DUPL.

3610930



ER O Call
RELEASE DEED

P. 217 R. 12/73

THE ABOVE SPACE FOR REGISTRARS USE ONLY

KNOW ALL MEN BY THESE PRESENTS That CHICAGO TITLE AND TRUST COMPANY, a corporation of the State of Illinois, as Trustee

in consideration of one dollar, and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby release, convey and quit-claim unto

Cary Werner, a bachelor and never married,

the heirs, legal representatives (or if a corporation, its successors) and assigns, all the right, title, interest, claim, or demand whatsoever which the grantor may have acquired in, through or by a certain Trust Deed, recorded in the Recorder's Office (or if the property is registered, filed in the Registrar's Office) of Cook County, in the State of Illinois, as Document Number LR 33 16 093.

to the premises situated in the County of Cook, State of Illinois, described as follows, to-wit:

Lot four in Long's Glenview Estates First Addition, a subdivision of part of the Northeast fractional quarter (1/4) of Section 11, Town 41 North, Range 12, East of the Third Principal Meridian, according to plat thereof registered in the office of the Registrar of Titles of Cook County, Illinois, on January 20, 1954, as Document Number 1503601

412 Huber Lane, Glenview, IL
PIN: 09 11 201 020

ABO

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

IN WITNESS WHEREOF, Said CHICAGO TITLE AND TRUST COMPANY, as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and attested by its Assistant Secretary, and its corporate seal to be hereto affixed,

Date: March 26, 1987

CHICAGO TITLE AND TRUST COMPANY
as Trustee as aforesaid.

By *Karen A. Downer*
Assistant Vice-President

Attest *Eric Helms*
Assistant Secretary



LEGAL FOLLOWS MORTGAGE P.S.
CANCELLED NOTE EXHIBITED

3610930

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.

STATE OF ILLINOIS, } SS.
COUNTY OF COOK

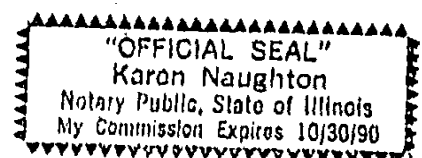
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Karen Naughton Date 3/26/87
Notary Public

DELIVER INSTRUCTIONS
NAME Cary Werner
STREET 412 Huber Lane
CITY Glenview, Illinois
OR
RECORDER'S OFFICE BOX NUMBER 534

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE



UNOFFICIAL COPY

Property of Cook County Clerk's Office

139797
N BUREAU

3610930

3610930

TICOR TITLE INSURANCE
23 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602
BOX

225455

IDENTIFIED No.
REGISTERED TO HARRIS BROS. (ILL.) TICOR

UNOFFICIAL COPY

If Lender, on the basis of information submitted regarding the trust, reasonably determines that Lender's security may be impaired, or that there is an event which is likely to impair the security of any debt instrument on this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 11 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 15 hereof.

15. Acceleration; Remedies. Except as provided in paragraph 14 hereof, upon Borrower's breach of any covenant or agreement of Borrower under any of the Credit Documents, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 11 hereof specifying: (1) the branch; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts and title reports.

16. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 15 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon and take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

18. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation if any.

19. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, BORROWER has executed this Mortgage

Borrower signature: WOLF DIETER HINKELMANN
Borrower signature: ANITA G. HINKELMANN

STATE OF ILLINOIS, COCK County ss:

THE UNDERSIGNED, a Notary Public in and for said county and state,

do hereby certify that WOLF DIETER HINKELMANN AND ANITA G. HINKELMANN, HIS WIFE

personally known to me the same person(s) whose name(s) ARE

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

signed and delivered the said instrument as THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of March, 1987

My Commission expires: 11-6-88

Notary Public signature: Shirley Conroy

This instrument was prepared by:

100-N STATE ST., CHICAGO, ILLINOIS 60602

QUORUM STATE DEPT. REAL ESTATE INDEX BUREAU

0980

3610595

BOX 169

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00001000

892547

3610595

IN DUPLICATE

3610595

2017 APR 24 PM 2:20
NARY CAUSE
REGISTRAR OF TITLES

Delivered to: Trust

Send to

Address

Notified

✓

R.E.I.

REAL ESTATE INDEX GROUP
1820 Ridge Avenue
Evanston, IL 60201

Order # C-21953