

UNOFFICIAL COPY

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6445 NORTH WESTERN AVENUE CHICAGO, ILLINOIS 60645 (312) 465-2500

DEVON BANK

June 5, 1987

Mr. Stan Novotny  
Chicago Title and Trust Company  
111 West Washington Street  
Chicago, Illinois 60602

Dear Mr. Novotny:

As previous holder of the Note secured by Trust Deed recorded as document #2874512 in Cook County, Illinois, we hereby direct and authorize you to issue a release of said Trust Deed upon receipt of this authorization.

It is understood that Devon Bank has been paid in full and the original Note and Trust Deed have been cancelled by us.

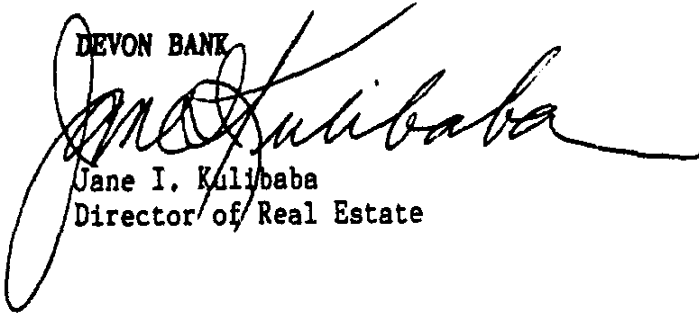
LEGAL DESCRIPTION OF RELEASED PROPERTY:

Lot two (2) in Block four (4) in Summerdale, being a Resubdivision of Lots 31 and 40, both inclusive, in Louis E. Henry's Subdivision of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section 8, Town 40 North, Range 14 East of the Third Principal Meridian, and a Subdivision (except the West 25 feet thereof) of the North Half ( $\frac{1}{2}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of Section 7, Town 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property address: 5320 North Paulina, Chicago, Illinois  
PIN: 14-07-218-029-0000

Sincerely,

DEVON BANK



Jane I. Kalibaba  
Director of Real Estate

JIK/dw

THIS INSTRUMENT WAS PREPARED BY

111 West Washington Street  
Chicago, Illinois 60602

IN DUPL.

**UNOFFICIAL COPY**

Thomas Szarek  
% Chicago Title and Trust Company  
630-2168

4 9 5 7



ER C Call  
RELEASE DEED

3621957

F. 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 Mohammad A. Hasanat and Barbara Hasanat, his wife,

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 28 74 512,**

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

Lot two (2) in Block four (4) in Summerdale, being a resubdivision of Lots 31 to 40 both inclusive, in Louis E. Henry's Subdivision of the Southwest quarter (1/4) of the Northwest quarter (1/4) of Section 8, Town 40 North, Range 14, East of the Third Principal Meridian, and a subdivision (except the west 25 feet thereof) of the North half (1/2) of the Southeast quarter (1/4) of the Northeast quarter (1/4) of Section 7, Town 40 North, Range 14, East of the Third Principal Meridian

*pin 14-07-28-039*

*BDO*

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) June 9, 1987

CHICAGO TITLE AND TRUST COMPANY  
as Trustee as aforesaid.

By *[Signature]* Assistant 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.**

STATE OF ILLINOIS, )  
COUNTY OF COOK ) SS.

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

*[Signature]* Date 6/9/87  
Notary Public

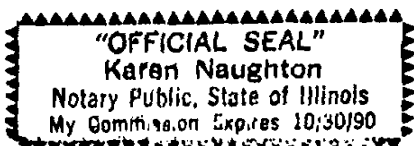
LEGAL FOLLOWS MORTGAGE SEE Letter attached

NAME  
Send to  
TO  
CITY  
EVERY INSTRUCTIONS

*Martin Krawiec  
5240 N. Ashland  
Chicago, Ill 60640*

OR

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE



UNOFFICIAL COPY

1422997

IN DUPLICATE

3624957

1997 JUN 11 AM 10:40  
HARRY (BUS) YOUNELL  
REGISTRAR OF TITLES

3624957

REGISTERED SYSTEMS TITLE HARRY (BUS) YOUNELL KIRKTON	IDENTIFIED NO.
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Property of Cook County Clerk's Office

3624957  
REALTY TITLE, INC.  
33 N. LaSalle Street  
Suite 1950  
Chicago, Illinois 60602

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. 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.

**9. 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, 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner 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.

**10. 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.

**11. 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.

**12. 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.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**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. Any notice provided for in this Security Instrument shall be deemed to have been given 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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be 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.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

3621574

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or 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 Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- Adjustable Rate Rider
- Condominium Rider
- 2 - 4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) (specify)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

..... (Seal) Ingrid V. Hines ..... (Seal)  
 ..... Borrower ..... Borrower

..... (Seal) ..... (Seal)  
 ..... Borrower ..... Borrower

..... (Seal) ..... (Seal)  
 ..... Borrower ..... Borrower

3621574

(Space Below This Line For Acknowledgment)

State of Illinois  
County of Cook

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that, Ingrid V. Hines, divorced and not since remarried, 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 she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of June, 1987.

My commission expires: 10/24/89

Marianne Sanchez  
Notary Public

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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1135021

IN DUPLICATE

3624574

HARRY BURTON COOPER  
REGISTER OF TITLES  
JUN 10 10 20 1897

Identified by \_\_\_\_\_  
 Address \_\_\_\_\_  
 Promised \_\_\_\_\_  
 Refers card, to \_\_\_\_\_  
 Address \_\_\_\_\_  
 Date of duplicate filed \_\_\_\_\_  
 Address \_\_\_\_\_  
 Recd. \_\_\_\_\_  
 CLERK  
 3624574

MID AMERICA TITLE COMPANY  
 215 W. Madison Street  
 Chicago, Illinois 60602