

UNOFFICIAL COPY

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TALMAN HOME

Talman Home Federal Savings and Loan Association
Home Office: 5801 South Kedzie Avenue, Chicago, Illinois 60639 (312) 434-3222

RELEASE OF MORTGAGE

Loan No.

626287-1

THE ABOVE SPACE FOR RECORDERS USE ONLY

KNOW ALL MEN BY THESE PRESENTS That

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

a corporation existing under the laws of the United States of America, for and in consideration of one dollar, and other good and valuable considerations. the receipt whereof is hereby confessed, does hereby Remise, Convey, Release and Quit-Claim unto **EUGENE WILLIAM MALONEY JR, AND SUSAN CRAVEN, HIS WIFE**

all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Mortgage recorded/registered in the Recorder's/Registrar's office of **COOK** County, Illinois, as Document No. **3043623** to the premises therein described to-wit:

LOT 335 IN ARTHUR T MC INTOSH & COMPANY'S FIRST ADD TO GLENVIEW COUNTRYSIDE, BEING A SUB OF PRPTS O F SEC 32 683, T 42 N, R12 E OF THE 3RD P.M

Property Address: **3311 MEADOW LANE GLENVIEW IL 60025**
Permanent Index Number: **04333090060000**



Said Association warrants that it has good right, title, and interest in and to said mortgage and has the right to release same either as the original mortgagee or as successor in interest to the original mortgagee.

IN TESTIMONY WHEREOF, THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its duly authorized officers, this **21st** day of **April**, **19 87**.

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

Attest: *[Signature]* **Laura J. Fink**

Loan Servicing Officer

By: *[Signature]* **Laura J. Fink**

Loan Servicing Officer

STATE OF ILLINOIS } SS.
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT: the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers of The Talman Home Federal Savings and Loan Association of Illinois and THAT THEY appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing as duly authorized officers of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses, and purposes therein set forth.

GIVEN under my hand and notarial seal, the day and year first above written.

THIS INSTRUMENT WAS PREPARED BY:

TALMAN HOME MORTGAGE CORPORATION
4242 North Harlem Avenue
Norrile, Illinois 60634

Recorder's Box No. _____

Mail to:

EUGENE WILLIAM MALONEY

MS SUSAN CRAVEN

3311 MEADOW LANE

GLENVIEW IL 60025

Laura J. Fink
Notary Public, State of Illinois
My Commission Expires 6/30/90

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.

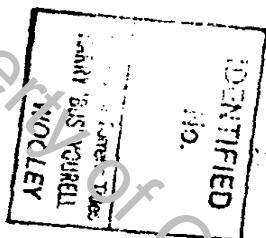
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RECORDED

1960 SEP 27 1960 10:17 AM - MORTGAGE RECORDS

1960.50

REPUBLIC TITLE COMPANY
1500 W. SHURE
ARLINGTON HEIGHTS, ILL. 60004



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REGISTRY (BUSES) VENUE OF TITLES
3638054 1960 27 SE 1:57

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13/44
IN DUPLICATE

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- 0 3 3 3 0 5 8
- (8) Should Mortgagor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Mortgagee being first had and obtained, then Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.
- (9) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.
- (10) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.
- (11) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.
- (12) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another, but that she is the Borrower hereunder.
- (13) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or Laws of any State, or of the United States, as against this debt or any renewal thereof; and any security agreement taken to secure this note or any renewal thereof; and the undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to the extent permitted by law.
- (14) This Mortgage shall be construed according to the laws of the State of Illinois.

DATE OF MORTGAGE

July 24th, 1987

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

Donald C. Gassmore _____ (SEAL) _____ (SEAL)
Donald Charles Gassmore

Susan J. Gassmore _____ (SEAL) _____ (SEAL)
Susan J. Gassmore

STATE OF ILLINOIS

COUNTY OF Lake

} RR:

I, -----Doe Doe Richardson-----, a notary public, in and for the County and State aforesaid,

Do hereby Certify That -----Donald Charles Gassmore----- and

-----Susan J. Gassmore-----, his wife, personally known to me to be the same persons

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 in -----their

----- free and voluntary act for the uses and purposes therein set forth, including the release and waiver of

all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 24th day -----July-----, A.D. 19 87

This Document was prepared by Doe Doe Richardson

P.O. BOX 2165

Libertyville, IL 60048


Doe Doe Richardson
NOTARY PUBLIC

3635058
CCO/OS/2000

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(7) By accepting payment of any sum accrued hereby after its due date, Mortgagor does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay, if Mortgagor shall pay said Promisor 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.

(6) If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, completely with, and fully perform all the covenants and agreements herein, then Mortgagee will, within thirty (30) days after written demand therefore by Mortgagor, execute or release or satisfaction or delivery of such release or satisfaction by beneficiaries of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagor, if permitted by law.

(5) Each of the undesignated hereby waives the right to claim any damage for trespass, injury or tort occasioned by or resulting from the exercise by the Holder of the rights given hereunder, or any attempt to exercise any other right the Holder is herein granted, or any other right that the Holder has or may have, to the extent permitted by law.

(4) Whenever, by the terms of this instrument or of said Promissory Note Mortgagor is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagor of payment of indebtedness in default shall constitute a waiver of any default when existing and continuing or thereafter occurring.

(3) Mortgagor shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the loan hereby secured, and even though said prior liens have been released or otherwise extinguished by such payment, respectively.

(2) In the event solid premises are sold at a foreclosure sale, Mortgagor shall be liable for any deficiency judgment after sale of the premises if permitted by law, and application of the proceeds of said sale to the indebtedness secured and to the expense of foreclosing, including attorney's reasonable attorney's fees and legal expenses if allowed by law.

IT IS MUTUALLY AGREED THAT: (1) If the Mortgagor shall fail to pay any installment when due, or upon default in performance of any agreement heretofore, or upon any other occurrence or omission which may be deemed hereby as the same may hereafter become due, or upon any other action or proceeding by the Mortgagor, or should any court to entitle any lien on, claim any interest or right in the premises, then all sums owing by the Mortgagor to the Mortgagor under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagor Note of suit and costs of suit and attorney's fees, any amount advanced pursuant to this mortgage, costs of suit and costs of sale, if permitted by law.

(a) Pay all said taxes and assessments without determining the validity thereof; and (c) pay such taxes and all such assessments by affidavit in good condition and ready, not to commit or suffer any waste or any use of said premises and payable to Alterfage; (d) To keep the buildings and other improvements now existing or contained therein by Alterfage; (e) To permit Alterfage to enter at all reasonable times for the purpose of inspecting the premises; not to remove or damage any building or equipment; not to erect or maintain any building which may be dangerous or dangerous thereon; to restore promptly and in a good and workmanlike manner any building which may be damaged or damaged thereon; and to pay, within a reasonable time after payment of taxes and assessments thereto, all other obligations of said property, including the time of payment of taxes and assessments, and to pay, within a reasonable time after payment of taxes and assessments, all other obligations of said property.