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2001-03-08 14:38:56

Cook County Recorder

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WAIVER OF HOMESTEAD AND MARITAL RIGHT

3/8

In consideration of MidAmerica Bank, fsb., granting a mortgage loan to

PIOTR STOLARCZYK

MARRIED TO JADWIGA MIROWSKI

and for and in consideration of ten dollars paid to the undersigned, and for other good and valuable consideration, the undersigned does hereby waive any and all homestead interest created now or in the future in the favor of the undersigned in the following described real property together with any rights the undersigned may have by reason of the Illinois Marriage and Dissolution Act, 750 ILCS 5/101 et. seq., now or as amended:

1st AMERICAN TITLE order # 29709177

PROPERTY ADDRESS: 29 ADAMS CT # B, , STREAMWOOD, IL 60107

P.I.N. #: 06223030361100

The undersigned further agrees and consents to the mortgage or transfer of the Illinois compiled Statute and of any homestead right or interest created now or hereinafter created in favor of the undersigned.

The undersigned further states that the above-described property is not marital property as described and defined in the Illinois Marriage and Dissolution Act, 750 ILCS 5/101 et. seq.

This waiver is given and specifically refers to the mortgage in favor of MidAmerica Bank, fsb., dated the 26TH day of JANUARY, 2001.

Jadwiga Mirowski Seal

1802 1/95 Page 1 of 2

pin 06-22-303-36-1100

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STATE OF ILLINOIS

COUNTY OF COOK

SS

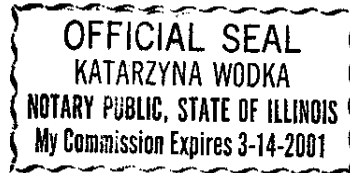
I, KATARZYNA WODKA, a Notary Public in and for said county and state,
do hereby certify that JADWIGA MIROWSKI
personally known to me to be the same person(s) whose name(s) subscribed to the
foregoing instrument, appeared before me this day in person, and acknowledged that She signed and delivered
the said instrument as HER free and voluntary act, for the uses and purpose therein set forth.

Given under my hand and official seal, this
My commission expires:

29th day of JANUARY, 2001

3-14-2001

Katarzyna Wodka
Notary Public



Property of Cook County Clerk's Office

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(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (1 U.S.C. 2601 et seq.) and its implementing regulation, regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

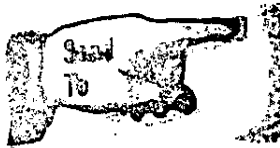
(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligation under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modification of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Cook

[Name of Recording Jurisdiction]

UNIT 19-4 IN MANORS OF OAK KNOLL CONDOMINIUM IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 89411040 AND AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.



FANC
30 N. LA SALLE ST.
CHgo #11 60602
ste-300

10083709

P. I. N. #: 06223030361100

which currently has the address of

Streamwood
[City]

, Illinois

60107
[Zip Code]

29 ADAMS CT #B

[Street]

("Property Address"):

0010184432