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10:28/0078 02 001 Page 1 of 5

2001-03-23 11:59:07

Cook County Recorder 29.50



Property of Cook County Clerk's Office

When Recorded, WASHINGTON MUTUAL HOME LOANS, INC.  
Mail To: 539 SOUTH 4TH AVENUE  
P.O. BOX 36540  
LOUISVILLE, KY 40232-9953  
Loan No.: 0000096886275/115-1674506632/KLM/NOVAK

MORTGAGE RELEASE, SATISFACTION, AND DISCHARGE  
IN CONSIDERATION of the payment and full satisfaction of all indebtedness secured by that certain Mortgage described below, the undersigned, being the present legal owner of said indebtedness and thereby entitled and authorized to receive said payment, does hereby release, satisfy, and discharge from the lien, force, and effect of said Mortgage.

Mortgagor: JOSEPH P. NOVAK, A SINGLE MAN  
Mortgagee: WESTAMERICA MORTGAGE COMPANY  
Prop Addr: 6830 RIDGE POINT DR  
OAK FOREST IL 60452  
Date Recorded: 04/11/00  
State: ILLINOIS City/County: COOK  
Date of Mortgage: 04/04/00 Book: 2619  
Loan Amount: 90,000 Page: 0110  
Document#: 00251807  
PIN No.: 28-18-101-040

Previously Assigned: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
Recorded Date: Book: Page:  
Brief description of statement of location of Mortgage Premises.

COUNTY OF COOK, IL  
SEE ATTACHED LEGAL  
MIN #100012400968862751

Dated: FEBRUARY 9, 2001  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
1-888-679-6377

By: Amy Hartz  
Amy Hartz  
Vice President

Janet M. [Signature]  
Attest:

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P-5  
3-10  
M-4  
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MORTGAGE RELEASE, SATISFACTION, AND DISCHARGE  
PAGE 2

STATE OF KENTUCKY

COUNTY OF JEFFERSON

On this FEBRUARY 9, 2001, before me, the undersigned, a Notary Public in said State, personally appeared Amy Hartz and personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President and respectively, on behalf of

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and acknowledged to me, that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained and that such Corporation executed the within instrument pursuant to its Board of Directors.

WITNESS my hand and official seal.

Notary Public

PREPARED BY:  
PATTY BARNES  
539 SOUTH 4TH AVENUE  
LOUISVILLE, KY 40202-2531



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Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in

COOK

County, Illinois:

UNIT 3-3B AND GARAGE UNIT G-3-3B IN RIDGE POINT CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF LOT 1 IN MURDEN MEADOWS, BEING A SUBDIVISION OF THE NORTH 5 ACRES OF THE SOUTH 10 ACRES OF THE NORTH 20 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 98725017, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS. TAX ID #28-18-101-040

00251807

Parcel ID #: 28-18-101-040

which has the address of 6330 RIDGE POINT DRIVE #3B

[Street]

OAK FOREST

[City], Illinois 60452

[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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