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3 5 0 0 1 2 5 0 0 1 Page 1 of 8
2001-06-26 10:34:27
Cook County Recorder 33.50

SATISFACTION OF MORTGAGE

When recorded Mail to:
Nationwide Title Clearing
101 N. Brand #1800
Glendale, CA 91203



L#:12942186

The undersigned certifies that it is the present owner of a mortgage made by **BOGUSLAW CZERWOSZ & MARIA CZERWOSZ** to **LOAN AMERICA FINANCIAL CORPORATION** bearing the date 01/04/96 and recorded in the Recorder or Registrar of Titles of COOK County, in the State of Illinois in Book _____ Page _____ as Document Number 96018617. The above described mortgage is, with the note accompanying it, fully paid, satisfied, and discharged. The recorder of said county is authorized to enter this satisfaction/discharge of record. To the property therein described as situated in the County of COOK, State of Illinois as follows, to wit:

Handwritten initials

153072

SEE EXHIBIT 'A' ATTACHED

known as: 5029 S. LAPORTE AVE. CHICAGO, IL 60638
pin#19-09-229-009-0000

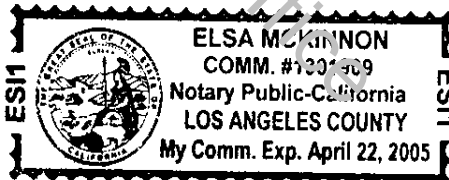
dated 05/30/01

HOMESIDE LENDING, INC., SUCCESSOR BY MERGER TO LAFM MERGER COMPANY F/K/A LOAN AMERICAN FINANCIAL CORPORATION

By: Jorge Tucux Vice President

STATE OF CALIFORNIA COUNTY OF LOS ANGELES
The foregoing instrument was acknowledged before me on 05/30/01 by Jorge Tucux the Vice President of HOMESIDE LENDING, INC., on behalf of said CORPORATION.

Handwritten initials



Elsa McKinnon Notary Public/Commission expires: 04/22/2005

Prepared by: NTC 101 N. Brand #1800, Glendale, CA 91203

FOR THE PROTECTION OF THE OWNER THIS RELEASE SHOULD BE FILED WITH THE RECORDER OR REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

HSRLR SD 1356S

STEWART TITLE COMPANY
2 N. LaSALLE STREET
SUITE 1920
CHICAGO, IL 60602

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EXHIBIT 'A'

12942186

10557803

LOT 28 IN BLOCK 55 IN FREDERICK H. BARTLETT'S CENTRAL CHICAGO, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 4, AND IN THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

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BALLOON NOTE

(Fixed Rate)

10557804

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

JANUARY 04, 1996 CHICAGO ILLINOIS
 (Date) (City) (State)
 5029 S. LAPORTE AVE. , CHICAGO, IL 60638
 (Property Address)
 5029 S. LAPORTE , CHICAGO, IL 60638
 (Mailing Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 108,900.00-- (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is **LOAN AMERICA FINANCIAL CORPORATION**. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of **7.250**-----%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month. I will make my monthly payments on the **1ST** day of each month beginning on **FEBRUARY 01** , **1996** . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on **JANUARY 01** , **2003** , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date." I will make my monthly payments at **9000 SOUTHSIDE BLVD, JACKSONVILLE, FL 32256** or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ **742.89**-----.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment" When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally



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interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00-----% of my overdue payment of principal and interest I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

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10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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 expiration of this period, lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower."

B Cr
B Cr by
INITIALS B Cr
as attorney
in fact

SEE BALLOON NOTE ADDENDUM (CONDITIONAL RIGHT TO REFINANCE)

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Borrower(s):

x Boguslaw Czerwosz (Seal)
BOGUSLAW CZERWOSZ

Maria Czerwosz by Boguslaw Czerwosz (Seal)
MARIA CZERWOSZ

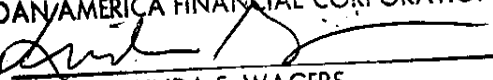
as attorney in fact

(Seal)

(Seal)


(Sign Original Only)

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PAY TO THE ORDER OF
BARNETT MORTGAGE COMPANY
WITHOUT RECOURSE
LOAN/AMERICA FINANCIAL CORPORATION
BY 
LINDA S. WAGERS
VICE PRESIDENT

Pay To The Order Of, Without Recourse

BARNETT MORTGAGE COMPANY

By 
Linda S. Wagers
Vice President

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10557801

**BALLOON NOTE ADDENDUM
(CONDITIONAL RIGHT TO REFINANCE)**

THIS BALLOON NOTE ADDENDUM is made this 4TH day of JANUARY, 1996, and is incorporated into and shall be deemed to amend and supplement the Balloon Note made by the undersigned (the "Borrower") in favor of **LOAN AMERICA FINANCIAL CORPORATION** (the "Lender") and dated as of even date herewith (the "Note"). The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date."

I (the Borrower) understand the Lender may transfer the Note, the related Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") and this Addendum. The Lender or anyone who takes the Note, Security Instrument and this Addendum by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of JANUARY 01, 2026, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest,

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plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate) new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with the exercise of the Conditional Refinance Option, including but not limited to the cost of updating the title insurance policy.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Note Addendum.

Borrower(s):

Bogusław Czerwosz (Seal)
BOGUSLAW CZERWOSZ

Maria Czerwosz by Bogusław Czerwosz (Seal)
MARIA CZERWOSZ
05 attorney in fact

(Seal)

(Seal)

(Sign Original Only)

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