

UNOFFICIAL COPY

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Cook County Recorder

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WAIVER OF PRIORITY OF MORTGAGE

KNOWN ALL MEN BY THESE PRESENTS THAT, Charter One Bank, N.A. a bank organized and existing under the laws of the United States of America, the owner and holder of the hereinafter described mortgage and note secured by it, for One Dollar (\$1.00), and other valuable considerations, the receipt of which is hereby acknowledged, does hereby WAIVE THE PRIORITY OF LIEN and operation of said certain mortgage executed by,

KENNETH JOHNSON AND SHARON L GROLEAU to Charter One Bank, N.A. and recorded in DOCUMENT # 0020827286, of COOK County Records, (the "Existing Mortgage"), which existing Mortgage encumbers the following described property: 815 GOODWIN DRIVE

Situated in the City of PARK RIDGE, County of COOK, in the State of Illinois, and described as follows: PPN 09-27-111-009-0000 (see attached legal description rider) CENTS

In favor of a mortgage in the amount of THREE HUNDRED SIXTY TWO THOUSAND AND NO (\$362,000.00) to be executed by the said KENNETH JOHNSON AND SHARON L GROLEAU to Charter One Bank, N.A., which shall be a first lien on the aforementioned property without otherwise affecting the lien of Existing Mortgage.

In witness whereof, said bank by its duly authorized officers has caused its name to be hereunto subscribed and its seal hereto affixed this 24TH day of DECEMBER A.D. 2002.

Signed in the presence of

[Signature]
Kathy MacConnachie

SHEILA LITRELL

CHARTER ONE BANK, N.A.

[Signature]
Joseph Fusco V.P.

Mark Thorpe V.P.

The State of Illinois

Before me, a Notary Public in and for said County and State, personally Appeared the above named

Du Page County

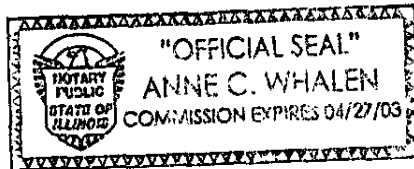
Who respectively, acknowledge that they did sign the foregoing instrument and as its duly authorized officers, and by authority of its Board of Directors, and that the same is the free act and deed of said bank, and the free act and deed of each of them personally and as such officers.

In testimony whereof, I have hereunto set my and official seal at Naperville Illinois this 24TH day of DECEMBER 2002.

THIS INSTRUMENT PREPARED BY:

[Signature]
Notary Public

CHARTER ONE BANK, N.A.
1804 N. NAPER BLVD. SUITE 200
NAPERVILLE IL 60563



BOX 333-CT

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(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 obligations 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 modifications 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 [Type of Recording Jurisdiction]

of Cook [Name of Recording Jurisdiction]:

LOT 28 IN THE RESUBDIVISION OF LOTS 1 TO 20 BOTH INCLUSIVE, IN BLOCK 1 LOTS 1 TO 20, BOTH INCLUSIVE, IN BLOCK 2; LOTS 1 TO 11, BOTH INCLUSIVE IN BLOCK 3, IN OAKTON MANOR 4TH ADDITION, BEING A SUBDIVISION OF THE EAST 10 ACRES OF LOTS 2 IN OWNER'S PARTITION OF THE WEST 1/3 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID Number: 09-27-111-009-0000 which currently has the address of
815 Goodwin Dr [Street]
Park Ridge [City], Illinois 60068 [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 COVENANTS that Borrower is lawfully seised 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, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

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