UNOFFICIAL COPY



Eugene "Gene" Moore Fee: \$28.50 Cook County Recorder of Deeds

Date: 08/10/2004 11:08 AM Pg: 1 of 3

Prepared by and after recording mail to:

Stewart Mortgage Information Attn. Sherry Doza P.O. Box 540817 Houston, Texas 77254-0817 Tel. (800) 795-5263



Illinois

County of Cook

Loan #:

520506247

Index:

14065

JobNumber: 141_2401

RELEASE OF MORTGAGE

KNOWN ALL MEN BY THESE PKESFNTS that MidAmerica Bank, fsb holder of a certain mortgage, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby cancel and discharge said mortgage.

Original Mortgagor:

ZDZISLAW WOJTAS

Property Address:

5309 N DELPHIA UNIT 310, CHICAGO, IL 60656

ID: 920

Doc. / Inst. No:

0020734699

PIN:

12-11-119-020-1030

Legal:

See Exhibit "A"

IN WITNESS WHEREOF, MidAmerica Bank, fsb, has caused these presents to be executed in its corporate name and seal by its authorized officers this 27th day of July 2004 A.D. .

MidAmerica Bank, fsb

Ann Oie, Vice President



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STATE OF ILLINOIS COUNTY OF KANE

On this 27th day of July 2004 A.D., before me, a Notary Public, appeared Ann Oie to me personally known, who being by me duly sworn, did say that (s)he is the Vice President of MidAmerica Bank, fsb, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Ann Oie acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHERECI, I have hereunto set my hand and affixed my official seal the day and year first above written.

This instrument was prepared by: Sherry Doza Stewart Mortgage Information 3910 Kirby Drive, Suite 300 Houston, Texas 77098 "OFFICIAL SEAL"
SANDRA JEKKERT
NOTARY PUBLIC, STATE OF ILLINIOS
MY COMMISSION EXPIRES 17/10/2006



(J) "Electronic Funds Transle 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 (12 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 Borrover'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 desc ibed property located in the County of Cook

[Name of Recording Jurisdiction]

UNIT 310 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN DELPHIA AVENUE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22199542, IN SECTION 11, TOWNCHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIPOIS.

L Clark's Office

P.I.N.#: 12111190201030

which currently has the address of

5309 N DELPHIA UNIT 310

Chicago [City]

Illinois 60656 [Zip Code] ("Property Address"):

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