

# UNOFFICIAL COPY



Doc#: 0435613113  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 12/21/2004 10:09 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

Loan #: 1288930

County of Cook

ID: 925

Index:

JobNumber: 110\_2403

## RELEASE OF MORTGAGE

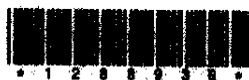
KNOWN ALL MEN BY THESE PRESENTS that MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") holder of a certain mortgage, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby cancel and discharge said mortgage.

**Original Mortgagor:** MICHAEL A. SCAVO AND ARLENE L. SCAVO, TRUSTEES OF THE MICHAEL A. SCAVO AND ARLENE L. SCAVO DECLARATION OF TRUST DATED SEPTEMBER 17, 1992.  
**Property Address:** 720 MARCELLA ROAD, DES PLAINES, IL 60016  
**Doc. / Inst. No:** 0414904070  
**PIN:** A.P.N.: 09-07-101-037  
**Legal:** See Exhibit "A"

IN WITNESS WHEREOF, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), has caused these presents to be executed in its corporate name and seal by its authorized officers this 9th day of November 2004 A.D. .

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
("MERS")

  
KIMBERLY HANNON, VICE PRESIDENT



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P-3  
OH

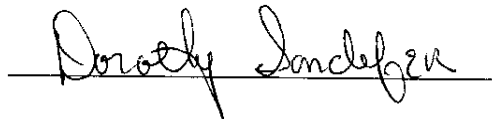
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STATE OF OHIO  
COUNTY OF CUYAHOGA

On this 9th day of November 2004 A.D. , before me, a Notary Public, appeared KIMBERLY HANNON to me personally known, who being by me duly sworn, did say that (s)he is the VICE PRESIDENT of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") , and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said KIMBERLY HANNON acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, 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





DOROTHY SANDIFER  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
Feb. 11, 2009



**UNOFFICIAL COPY****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 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 the

COUNTY of COOK :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT IN BRINATI'S SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 AND PARTS OF LOTS 1 AND 3 IN ARTHUR T. MC INTOSH AND COMPANY'S DES PLAINES ACRES SUBDIVISION AND PART OF VACATED CORNELL AVENUE LYING EAST OF AND ADJOINING SAID LOT 1 ALL IN NORTHWEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
A.P.N. #: 09-07-101-037

which currently has the address of 720 MARCELLA ROAD

DES PLAINES, Illinois 60016 [Street] ("Property Address"):  
[City] [Zip Code]

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 and 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, 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. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender

