

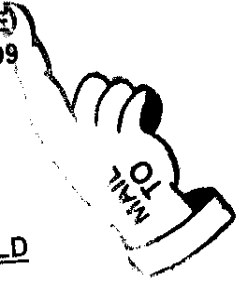
UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING MAIL TO:



Doc#: 0733239068 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/28/2007 09:11 AM Pg: 1 of 4

TINA DOVE
INDYMAC BANK
6900 BEATRICE DRIVE
KALAMAZOO, MI 49009



1005864887
ROBERT FITZGERALD
PO Date: 07/24/2007

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

MERS # 100055401214417398 MERS PHONE: 1-888-679-6377

RELEASE OF MORTGAGE

THIS CERTIFIES that a certain mortgage executed by

ROBERT M. FITZGERALD AND KAREN M. FITZGERALD, HUSBAND AND WIFE
to LAKE FOREST BANK AND TRUST CO., dated June 1, 2005 calling for the original principal sum of dollars

(\$680,000.00), and recorded in Mortgage Record, page and/or instrument # 0515911172, of the records in the office of
the Recorder of LAKE County, ILLINOIS, more particularly described as follows, to wit:

1018 RIDGEVIEW DR BARRINGTON, IL - 60010

Tax Parcel No. 01241000311024

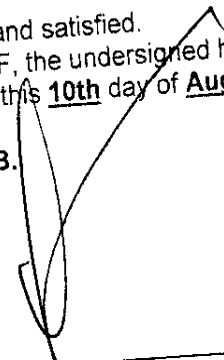
PLEASE SEE ATTACHED LEGAL

is hereby fully released and satisfied.

IN WITNESS WHEREOF, the undersigned has hereunto set its corporate hand and seal by its proper officers, they being
thereto duly authorized, this 10th day of August, 2007.

INDYMAC BANK, F.S.B.

By



DARRYL K. WILLIAMS
Its VICE PRESIDENT

UNOFFICIAL COPY

1005864887

MERS # 100055401214417398 MERS PHONE: 1-888-679-6377

ROBERT FITZGERALD

State of MICHIGAN)
County of KALAMAZOO) SS:

Before me, the undersigned, a Notary Public in and for said County and State this 10th day of August, 2007, personally appeared DARRYL K. WILLIAMS, VICE PRESIDENT, of INDYMAC BANK, F.S.B.

who as such officers for and on its behalf acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal

Deb Nimmer
Notary Public
DEB NIMMER

DEB NIMMER, Notary Public
State of Michigan, County of Kalamazoo
My Commission Expires Nov. 8, 2012
Acting in the County of Kalamazoo

UNOFFICIAL COPY

1005864887
1L

(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

COUNTY [Type of Recording Jurisdiction]

of COOK [Name of Recording Jurisdiction]:

UNIT #9 IN THE ESTATES AT INVERNESS RIDGE CONDOMINIUMS, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 1 IN THE ESTATES AT INVERNESS RIDGE-UNIT 1, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 2001 AS DOCUMENT NO. 0010292526; WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED OCTOBER 2, 2002 AS DOCUMENT NO. 0021040525, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

Parcel ID Number: 01-24-100-027-1024 which currently has the address of
1018 RIDGEVIEW DRIVE [Street]
INVERNESS [City], Illinois 60010 [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.

UNOFFICIAL COPY

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 may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts