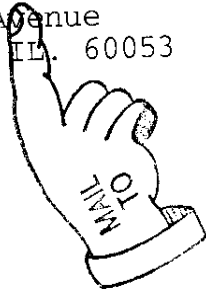


UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY:
MAIL TO:

Niles Township Schools CU
5940 Lincoln Avenue
Morton Grove, IL 60053



Doc#: 0813334067 Fee: \$38.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/12/2008 11:25 AM Pg: 1 of 2

MORTGAGE

THIS MORTGAGE is given on November 1, 2007. The Mortgagors are Eric Smetana and Melissa Smetana, Husband and Wife ("Mortgagor"). This mortgage is given to Niles Township Schools Credit Union which is existing under the laws of Illinois, and whose address is 5940 Lincoln Avenue, Morton Grove, IL 60053 ("mortgagee").

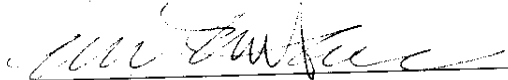
Mortgagor owes Mortgagee the principal sum of \$22,254.37. This principal sum is payable in 119 semi-monthly installments of \$216.00, with a final payment of \$147.31. This debt is evidenced by Mortgagor's note dated the same date as this Mortgage ("note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 23, 2012. This Mortgage secures the repayment of the note and the performance of Mortgagor's covenants and agreements under this Mortgage and the note. For this purpose, Mortgagor does hereby mortgage, grant and convey to mortgagee the following described property 1801 Culver Lane, Glenview IL 60025 ("property"), located in Cook County, State of Illinois:

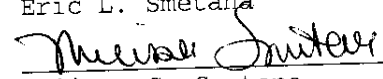
LOT 54 IN CENTRAL PARK UNIT NO. 3 BEING A SUBDIVISION OF PART OF THE SOUTH 120.12 FEET OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PIN: 10-07-106-007-0000

If Mortgagee must defend or enforce its interest granted herein, Mortgagor agrees to pay the Mortgagee's reasonable attorney's fees, costs, and any sale expenses. No other property of Mortgagor shall serve as security for this indebtedness, regardless of any other statements contained in any other loan documents executed and delivered by Mortgagor to Mortgagee. This mortgage is not secured by any other collateral, no matter what any other agreement between Mortgagor and Mortgagee states, nor is it secured by any right of setoff or lien granted by statute or otherwise, and Mortgagee expressly waives any other collateral or right to other collateral, it being the intent of Mortgagee to waive any collateral of any kind securing this indebtedness except Mortgagor's principal residence, as described herein as "property," so as to be in full compliance with 11 U.S.C. 1322 (b) (2).

Mortgagor acknowledges and warrants that the value of the property herein exceeds the balance owed on all encumbrances against the property and there clearly exists equity in the property for the benefit of Mortgagee.


Eric L. Smetana


Melissa S. Smetana



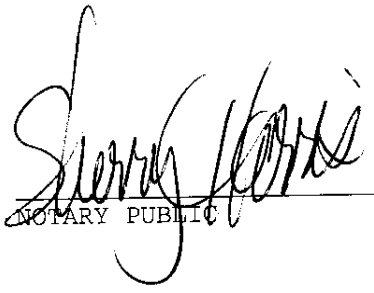
UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On **November 1, 2007**, before me, the Notary Public named below, personally appeared the person(s) names above, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed above and acknowledged to me that they executed the Mortgage in their authorized capacities, and by their signatures executed the Mortgage. Witness my hand official seal.

My Commission expires:

4-30-11



NOTARY PUBLIC

Property of Cook County Clerk's Office