

UNOFFICIAL COPY 9770653

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1998-08-28 11:53:46
Cook County Recorder 31.50

RECORD AND RETURN TO:
SMART MORTGAGE ACCESS L.L.C.

835 STERLING AVENUE, SUITE 230
PALATINE, ILLINOIS 60067

Prepared by:
WENDY S. ORT

7810063982

MORTGAGE

ATTOR: Pro-OPTION Corp
33 N. Dearborn, 2nd Floor
Chicago IL 60602-3100

THIS MORTGAGE ("Security Instrument") is given on JULY 29, 1998. The mortgagor is WESLEY R. IVERSEN, HUSBAND AND PATRICIA A. IVERSEN, WIFE

("Borrower"). This Security Instrument is given to SMART MORTGAGE ACCESS L.L.C.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 835 STERLING AVENUE, SUITE 230
PALATINE, ILLINOIS 60067 ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED SIX THOUSAND AND 00/100

Dollars (U.S. \$ 206,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 the following described property located in COOK County, Illinois:

LOT 11 IN BLOCK 20 IN PROSPECT PARK COUNTRY CLUB SUBDIVISION, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 11 AND THE SOUTH 1/4 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

08-11-401-010

Parcel ID #:

which has the address of 419 S. SEE GWUN AVENUE, MT. PROSPECT, [Street, City],
Illinois 60056 [Zip Code] ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 8/96

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6R(1)(1)-(6)(c)

Form 3014 8/80 DWS 1090

Page 2 of 8

1 98770653 1 98770653

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the Lender to encroachment of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender authorizing the Lender to enforce the instrument of the lien, or defers enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the Lender from recovering his interest in the property.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph to the Lender prior to payment of amounts in the manner provided in paragraph 2, or if not paid in full, Borrower shall pay them on time directly these obligations in the manner provided in paragraph 2.

which may attain priority over this Security instrument, and leasehold payments or ground rents, if any, Borrower shall pay

4. Charges: Lien. Borrower shall pay all taxes, assessments, charges, fines and impossibilities attributable to the property

third, to interests due: fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable by Lender under paragraphs

this Security instrument.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender shall make up the deficiency in the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums received by

twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower the amount necessary to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in the acquisition or sale of the Property, shall make up the deficiency in the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums received by

for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender to any

applicable law requires interest to be paid by Borrower shall account to Lender any interest is made or

debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

If the Funds held by Lender in connection with this loan, unless applicable law provides otherwise, unless an aggregate tax reporting service charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each without charge, and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, Borrower and Lender may agree in writing, a one-time charge for an independent real estate tax reporting service applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest is made or used by Lender in connection with this loan, unless applicable law provides otherwise, unless an aggregate tax reporting service charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow items, unless Lender pays Borrower for holding the Funds, unusually delaying the escrow account, or Escrow items, Lender may not charge Borrower for holding and applying the Funds, unusually delaying the escrow account, or including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of future fees a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loan may apply for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may apply for Borrower to pay insurance premiums. These items are called "Escrow items." The provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, if any, sums payable by Borrower to Lender, in accordance with it any); (e) yearly aggregate insurance premiums, if any; and (f) yearly sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments and Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the

UNIFORM COVENANTS, Borrower and Lender covariant and agree as follows:

Variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grants and conveys the Property to the holder of the instrument, except for encumbrances of record. Borrower waives

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

instrument. All of the foregoing is referred to in this Security instrument as the "Property".

fixtures now or hereafter erected on the property. All replacements and additions shall also be covered by this Security and all easements, appurtenances, and

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obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

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1601 B&D
 WILLIAM

Form 3014 9/80

9 19 C 0824

(1996, ג' נס ציונה)

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium required to insure the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

Any amounts disbursed by Lennder under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lennder agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lennder to Borrower requesting

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold, Borrower shall hold this Security instrument and shall continue to occupy the Property as Borrower's principal residence within sixty days after the execution of the date of occupancy, unless Lender otherwise agrees in writing. which cannot be terminated or unilaterally modified, or unless circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, either civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the action or proceeding, whether civil or deteriorate, or commit waste of a property. Borrower shall be in default if any forfeiture or otherwise materially impair the licen created by this Security instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 18, by causing the action or proceeding to be dismissed with a trial and a judgment in favor of Borrower.

Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidence, by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless to the merger in writing.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or replacement of the property damaged, if the repair is economically feasible and Lender's security is not lessened. If the replacement or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the security instrument, whether or not there is a deficiency. If Borrower has offered to settle a claim, Lender may collect insurance proceeds to repair or replace the property or to settle a claim, when property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, Lender may use the proceeds to repair or replace the property or to settle a claim, whether or not there is a deficiency. Lender may not sue for a deficiency unless he secures his security by this security instrument, whether or not there is a deficiency. If Borrower abandons the property, or does not repair or replace the property as required by Lender, Lender may sue for a deficiency.

All insurance policies and renewals shall be acceptable to Leender and shall include a standard mortgage clause. Leender shall have the right to hold the policies and renewals as security for payment of loans if not made promptly by Borrower.

3. In the event of a fire, hazards included within the term "extended coverage," and any other hazards, including floods or flooding, for which Leader requires insurance, shall be paid up to maximum coverage described above, Leader's which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Leader's liability shall be limited to the amount paid for the periods that Leader requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Leader's approval which shall not be unreasonable. Borrower shall be liable for the amounts paid for the periods that Leader requires.

This Security Instrument, Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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DPS 1094

100-0R(1L) 10601 Page 6 of 6

Form 3014 9/80

CARIE ANN GOURLEY Notary Public
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires: 12/31/2011
Given under my hand and official seal, this 2nd day of
September 1998.
SUBSCRIBED AND DELIVERED THE FIRST FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES HEREIN SET FORTH,
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S)
PARTICIPATE IN AND FOR SAID COMPANY AND STATE DO HEREBY CERTIFY
THAT I, MELSY R. IVERSEN, HUSBAND AND
WIFE, A NOTARY PUBLIC IN AND FOR SAID COMPANY AND STATE DO HEREBY CERTIFY
GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 2ND DAY OF
SEPTEMBER 1998.

a Notary Public in and for said company and state do hereby certify
County of: COOK
(Seal)

Borrower
(Seal)

MELSY R. IVERSEN
(Seal)

MELSY R. IVERSEN
(Seal)

BY SIGNING BELOW, Borrower agrees to the terms and covenants contained in this Security Instrument and
Witnesses:
in any rider(s) executed by Borrower and recorded with it.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument.
the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement
this Security Instrument.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
without charge to Borrower. Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
21, including, but not limited to, reasonable attorney's fees and costs of title evidence.

secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial
proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums
due from Borrower of a default or any other deficiency of Borrower to accelerate and foreclose proceeding the
non-excessive of the right to remitate after acceleration and the right to assert in the foreclosure proceeding the
foreclosure of the notice, Lender, at its option, may require immediate payment in full of all sums
secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further
(c) a date, not less than 30 days from the date given to Borrower, by which the default must be cured; and
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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Prepared By:

WENDY S. ORT
835 STERLING AVENUE, SUITE 230
PALATINE, ILLINOIS 60067

and When Recorded Mail To

SMART MORTGAGE ACCESS L.L.C.
835 STERLING AVENUE, SUITE 230
PALATINE
ILLINOIS 60067

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Real Estate Mortgage

LOAN NO.: 7810063982

FOR VALUE RECEIVED, undersigned hereby grants, assigns and transfers to
FIRSTAR HOME MORTGAGE CORPORATION

**808 SOUTH 80TH STREET
WEST ALLIS, WISCONSIN 53214**

all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated **JULY 29, 1998**
executed by **WESLEY R. IVERSEN, HUSBAND AND**
PATRICIA A. IVERSEN, WIFE

to **SMART MORTGAGE ACCESS L.L.C.**

a corporation organized under the laws of **THE STATE OF ILLINOIS**
and whose principal place of business is **835 STERLING AVENUE, SUITE 230**
PALATINE, ILLINOIS 60067

and recorded in Book/Volume No.

No. **COOK**

hereinafter as follows:

Commonly known as **419 S. SEE GWUN AVENUE, MT. PROSPECT, ILLINOIS 60056**

, page(s)

ILLINOIS

, as Document
described

County Records, State of
(See Reverse for Legal Description)

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest,
and all rights accrued or to accrue under said Real Estate Mortgage.

STATE OF ILLINOIS
COUNTY OF COOK

SMART MORTGAGE ACCESS L.L.C.

On **JULY 29, 1998** before
(Date of Execution)

me, the undersigned a Notary Public in and for said
County and State, personally appeared

WENDY S. ORT

known to me to be the **VICE PRESIDENT**
and

known to me to be
of the corporation herein which executed the within
instrument, that the seal affixed to said instrument is the
corporate seal of said corporation; that said instrument
was signed and sealed on behalf of said corporation
pursuant to its by-laws or a resolution of its Board of
Directors and that he/she acknowledges said instrument to
be the free act and deed of said corporation.

Notary Public

Kathleen A. Burke
KATHLEEN A. BURKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 08/22/01

Wendy S. Ort
By: **WENDY S. ORT**
Its: **VICE PRESIDENT**

By:
Its:

Witness:

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

33770833

DPS 171

UNOFFICIAL COPY

RW.05/05/97 DPS 049

08-11-401-010

Property of Cook County Clerk's Office

LOT 11 IN BLOCK 20 IN PROSPECT PARK COUNTRY CLUB SUBDIVISION, A
SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 11 AND THE SOUTH 15 ACRES
OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

RIDER - LEGAL DESCRIPTION

98770653