

UNOFFICIAL COPY 88732655

Mail To: ↘

DAVID T MLINARCIK
5234 S MENARD AVE
CHICAGO, IL 60638-1516



COOK COUNTY
RECORDER
JESSE WHITE
BRIDGEVIEW OFFICE

Name and Address of Preparer:

HomeSide Lending, Inc.
P.O. Box 45179
Jacksonville FL 32256-5179
Loan Number 15396871

Recorder's Stamp

Know All Men by These Presents, that HomeSide Lending, Inc. of the County of Duval and State of Florida for and in consideration of one dollar, and for other good and valuable consideration, the receipt whereof is hereby confessed, do hereby remise, convey, release, and quit-claim unto DAVID T MLINARCIK, MARRIED TO MARGARITA M. MLINARCIK of the County of COOK and the State of ILLINOIS all right, title, interest, claim, or demand, whatsoever they may have acquired in, through or by a certain Mortgage, bearing date JULY 7TH, 1989 A.D., and recorded in the Recorder's office of COOK County, in the State of ILLINOIS, as Book Page Document No. 89331335, Certificate No. to the premises therein described, situated in the County of COOK, State of ILLINOIS, as follows to wit:

RE-RECORDED ON 9/1/89, DOC/INST 89413388.

SEE ATTACHED LEGAL DESCRIPTION.

Permanent Index Number(s): 19-08-411-067 *5234 S. Menard*
Executed on MARCH 19, 1998



HomeSide Lending, Inc.
f/k/a BancBoston Mortgage Corporation,
by result of amendment to articles of
incorporation and merger

By *Carla D Lang*
CARLA D LANG, ASSISTANT VICE PRESIDENT

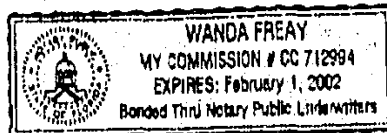
State of Florida
County of Duval

The foregoing instrument was acknowledged before me on MARCH 19, 1998 by CARLA D LANG, ASSISTANT VICE PRESIDENT, of HomeSide Lending, Inc. a corporation, on behalf of said corporation.

Wanda Freay
Notary Public

Paid in Full: 98-02-23
Requested by: P AARON

PFIL - 091897CJL - 6017



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LOT 14 (EXCEPT THE NORTH 10 FEET THEREOF) AND LOT 15 (EXCEPT THE SOUTH 7 FEET THEREOF) IN BLOCK 12 IN CRANE ARCHER AVENUE HOME ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH EAST QUARTER OF ARCHER AVENUE IN SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 19-08-411-067-0000

Property of Cook County Clerk's Office

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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 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 and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 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 and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." 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 require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future 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 (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. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit 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 exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient 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. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to 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 secured by this Security Instrument.

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 under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

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