MFFICIAL COP FIRST AMERICAN TITLE order #

7619/0049 27 001 Page 1 of 2001-09-13 09:12:57

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Cook County Recorder

WARRANTY DEED

THIS INDENTURE WITNESSETH.

That the Grantors. GEORGE EMERSON and SOPHIA EMERSON. Husband and Wife, of the Village of Furbank, County of Cook and State

THIS SPACE RESERVED FOR RECORDER'S USE ONLY.

of Illinois, for and in consideration of TEN AND NO/100THS DOLLARS, and other good and valuable consideration in hand paid.

CONVEY AND WARRAWT TO: DANIEL E. CARROLL, a single person, 7323 West 79th Street, Bridgeview, Illinois 60155, the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

THAT PART OF LOT 5 LYING WESTERLY OF A LINE EXTENDED FROM A POINT IN THE SOUTH LINE OF SAID LOT 6 WHICH IS 29.33 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6 TO A POINT IN THE NORTH LINE OF SAID LOT 5, WHICH IS 87.99 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 5 IN DANIEL KANDICH'S 79TH STREET GARDENS, A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILINOIS.

Subject to: General real estate taxes for 2000 and subsequent years; Building lines and building laws and ordinances, use or occupancy restrictions, conditions and covenants of record; Zoning laws and ordinances which conform to the present usage of the Premises; Public and utility easements which serve the premises; Public roads and highways.

Permanent Index Number: 19-31-115-0018-0000

Address of Real Estate: 7909 Newland, Burbank, Illinois 60459

Dated this 27th day of August, 2001.

# STATE OF ILLINOIS SS. FICIAL COPY 848172 COUNTY OF COOK )

I, the undersigned, a Notary Public in and for Will County, in the State aforesaid, DO HEREBY CERTIFY that **GEORGE EMERSON and SOPHIA EMERSON**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of August, 2001.

"O FICIAL SEAL"

MIC: AEL J. MARTIN

Notary ("ub"c State of Illinois

My Commission Expires 4/12/04

TOTO COMMISSION EXPIRES On

Notary Public

4/12/04

MUNICIPAL TRANSFER STAMP

COOK COUNTY/ILLINOIS TRANSFER STAMP

Name and Address of Preparer:

Michael J. Martin

DUNN, MARTIN & MILLE LTD.

15 W. Jefferson Street

Suite 300

Joliet, IL 60432

(815)726-7311

Mail to:

Jean M. Roche Attorney at Law 10735 South Cicero, Suite 205 Oak Lawn, Illinois 60453 Name and Address of Taxpayer:

Daniel E. Carroll 7909 Newland Burbank, Illinois 60459

City of Burbank

765.00 Seven Hundred & Sixty-Five Dollars

8/9/01 Holly Hudna 9 Page 18/9/01 Real Estate Transaction Stand

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### NON-UNIFORM COVENANTS. Dorrower and Lender rurther tovenam and agree as follows:

- 22. 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 Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums 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 Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is peak to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.
- 25. Placement of Collegeral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

BY SIGNING BELOW, Borrower accepts and agrees to use terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

| Witnesses: | 77/2               |                    |
|------------|--------------------|--------------------|
|            | J. 20.2. }         | (Seal)             |
|            | James D. Sanchez   | (Seal)<br>-Вопоwer |
|            |                    |                    |
|            | Spul & J. Janear   | (Seal)<br>-Вопоwer |
|            | Abriffit. Sanctiez | -Borrower          |

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Form 3014 1/01 Initials:

## UNOFFICIAL COPY

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#### UNDEFICIAL COPY

(If Applicable)

I am signing this Waiver of Homestead Exemption for the purpose of expressly releasing and waiving all rights and benefits of the homestead exemption laws of the State of Illinois to all debts secured by this Security Instrument. I understand that I have no liability for any of the affirmative covenants of this Security Instrument. (Seal) (Please print name of Non Borrowing spouse above) Non Borrowing spouse (Seal) (Please print name of Non Borrowing spouse above) -Non Borrowing spouse [Space Below This Line For Acknowledgment] DIVIDUAL ACKNOWLEDGMENT STATE OF **COUNTY OF** On this day before me, the undersigned Notary Public, rersonally appeared DANCHES APRIL H , to me known to be the individual(s) described in and who executed the Mortgage, and acknowledged that he/she/they signed the Mortgage as his/her/their free and voluntary act and deed. for the uses and purposes therein mentioned. Given under my hand and official seal this "OFFICIAL SEAL" Residing at JANET FETTIG Notary Public in and for the State of Y PUBLIC, STATE OF ILLINOIS IMISSION EXPIRES 04/02/05

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My commission expires

4.2.05

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