

UNOFFICIAL COPY

LEGAL FORMS

WARRANTY DEED
Joint Tenancy
Statutory (ILLINCS)
(Individual to Individual)

April, 1980

8 5 1 8 1 2 2 0

CAUTION: Check a lawyer before using or acting under the form of instrument, including responsibility and fees. See each use.

THE GRANTOR Charles F. Bennett & Kathryn T. Bennett, married to each other,

85181228

of the village of Oak Park County of Cook
State of Illinois for and in consideration of
Ten (\$10.00) DOLLARS,
in hand paid,

DEPT-01 RECORDING
T#1111 TRAN 1703 09/09/85 16:33:00
#7353 # A *-85-181228

CONVEY and WARRANT to
James Phillips & Dorothy Phillips, married
to each other, 1411 N. Laramie, Chicago,
Illinois 60651

(The Above Space For Recorder's Use Only)

(NAMES AND ADDRESS OF GRANTEE(S))

not in Tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in the
County of Cook in the State of Illinois, to wit:

Lot 40 in Austin Boulevard Subdivision of Part of
the Northwest 1/4 of Section 5, Township 39 North,
Range 13, East of the Third Principal Meridian,
in Cook County, Illinois.

Permanent Index Number: 16-05-119-036-0000

Property commonly known as: 1005 N. Humphrey
Oak Park, IL 60302

Cook County

REAL ESTATE TRANSACTION

STATE OF ILLINOIS

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of
Illinois. TO HAVE AND TO HOLD said premises not in tenancy in common, but in joint tenancy forever.

DATED this 15th day of August 1985

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

Charles F. Bennett (SEAL)
Charles F. Bennett

(SEAL)

Kathryn T. Bennett (SEAL)
Kathryn T. Bennett

(SEAL)

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that

CHARLES F. BENNETT AND KATHRYN T. BENNETT
INDIVIDUAL TO EACH OTHER
personally known to me to be the same person 2 whose name 5 subscribed
to the foregoing instrument, appeared before me this day in person, and acknowl-
edged that They signed, sealed and delivered the said instrument as Their
free and voluntary act, for the uses and purposes therein set forth, including the
release and waiver of the right of homestead.

IMPRESS
SEAL
HERE

Given under my hand and official seal, this August 28th day of August 1985

Commission expires August 20 1988 Edward Maliszewski
NOTARY PUBLIC

This instrument was prepared by Edward J. Maliszewski, Jr., 840 S. Oak Park, Oak Park, IL
(NAME AND ADDRESS)

MAIL TO: J. Phillip
1005 N. Humphrey
OAK PARK, IL 60302
(City, State and Zip)

ADDRESS OF PROPERTY
1005 N. Humphrey, Oak Park, IL

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO:

OR RECORDER'S OFFICE BOX NO _____

(Address)

REC'D FORM
GEORGE E. COFF
11.25
Real Estate Transfer Tax
\$100
Real Estate Transfer Tax
\$80
Real Estate Transfer Tax
\$25
Real Estate Transfer Tax
\$10

85181228

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Property of Cook County Clerk's Office

Warranty Deed
JOINT TENANCY
INDIVIDUAL TO INDIVIDUAL

TO

GEORGE E. COLE
LEGAL FORMS

2 2 1 2 1 4 1

UNOFFICIAL COPY

STATE: ILLINOIS

FHA#: 131-4060415-203B
FILE#: 60856193

"FHA MORTGAGE RIDER" 5 1 8 1 2 2 9

This rider to the Mortgage between JAMES PHILLIPS AND DOROTHY PHILLIPS, HIS WIFE and Margaretten & Company, Inc. dated AUGUST 28, 19 85 is deemed to amend and supplement the Mortgage of same date as follows:

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments, and
- (b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- I. ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums.
- II. interest on the note secured hereby, and
- III. amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4c) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquired the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

Paragraph 5 of pg. 3 is added as follows: "This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development".

James Phillips
MORTGAGOR JAMES PHILLIPS

Dorothy Phillips
MORTGAGOR DOROTHY PHILLIPS

4-181229