

WARRANT (REC)
Statutory (ILLINOIS)
(Individual or Individuals)

UNOFFICIAL COPY

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

-85-232493

THE GRANTORS, Edmund C. Meadows, Jr.
and Mary Therese Meadows, his wife

of the City of Birmingham County of Oakland
State of Michigan for and in consideration of

DEPT-01 RECORDING \$11.25
TRM222 TRAN 0101 10/11/85 14:33:00
#1297 # 0 * -85-232493

TEN DOLLARS, and
other good & valuable consideration paid,
CONVEY and WARRANT to
Katherine Konopasek, divorced & not since
remarried, 9749 S. Wood, Chicago, Illinois

(The Above Space For Recorder's Use Only)

(NAME AND ADDRESS OF GRANTEE)
the following described Real Estate situated in the County of Cook in the
State of Illinois, to wit:

Lot 98 and the South 2 feet of Lot 99 in Block 6 in Hilliard
and Dobbins 1st Addition to Washington Heights in the East 1/4
of the Northeast 1/4 of Section 7, Township 37 North, Range 14,
East of the Third Principal Meridian, in Cook County, Illinois.

PMI# 25 07 217 080

Subject to:

Covenants, conditions, restrictions and easements of record;
General Real Estate Taxes for the year 1985 and subsequent years.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of
Illinois.

DATED this 23rd day of September 1985

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

Edmund C. Meadows, Jr. (SEAL) Mary Therese Meadows (SEAL)
Edmund C. Meadows, Jr. Mary Therese Meadows
(SEAL) (SEAL)

Michigan
State of Illinois County of OAKLAND ss. I, the undersigned, a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that
Edmund C. Meadows, Jr. and Mary Therese Meadows,
his wife
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 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 23rd day of September 1985

Commission expires Notary Public, Oakland County, Mich. Acting in Oakland County, Mich. NOTARY PUBLIC

This instrument was prepared by Canna and Canna, 2024 Hickory Rd., Homewood, IL
(NAME AND ADDRESS)

ADDRESS OF PROPERTY

9749 S. Wood
Chicago, IL 60643

THE ABOVE ADDRESS IS FOR MATHEMATICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED

SEND SUBSEQUENT TAX BILLS TO

Katherine Konopasek
(Name)

same as above
(Address)

MAIL TO:

RANDOLPH C. GREENE
(Name)
3318 W. 95th St.
(Address)
EVERGREEN PARK, ILL 60642
(City, State and Zip)

OR

RECORDER'S OFFICE BOX NO



CITY OF CHICAGO
REAL ESTATE TRANSACTIONS
AFFIX "RIDERS" OR REVENUE STAMPS HERE

-85-232493

Review
5107507d

X

UNOFFICIAL COPY

Warranty Deed
INDIVIDUAL TO INDIVIDUAL

TO

GEORGE E. COLE®
LEGAL FORMS

Property of Cook County Clerk's Office

UNOFFICIAL COPY

85-232509

Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the premises or the security hereof. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagee to require or to enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(7) This mortgage is executed by Union National Bank and Trust Company of Joliet not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Union National Bank and Trust Company of Joliet hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said Union National Bank and Trust Company of Joliet, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Union National Bank and Trust Company of Joliet, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holder of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

This Mortgage is specifically made subject to the terms and provisions of the attached Rider which by this reference is made a part hereof.

IN WITNESS WHEREOF, Union National Bank and Trust Company of Joliet not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Trust Officer Secretary, this 24th day of September, A. D. 19 85.

ATTEST: Union National Bank and Trust Company of Joliet As Trustee as aforesaid and not personally By *[Signature]* Vice President and Trust Officer

STATE OF ILLINOIS }
COUNTY OF _____ } SS.

I, _____ a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT _____, President of _____, and _____, Secretary of said corporation, who are personally known to me to be the same person whose names are subscribed to the foregoing instrument as such President, and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that as custodian of the corporate seal of said corporation, did affix said seal to said instrument as _____ own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____, A. D. 19 _____

My commission expires _____ Notary Public

SEE TRUSTEE AND MORTGAGE RECORDS

85-232509

annum, which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and costs, publication costs, court costs, and other costs (which may be estimated as to and included in the entry of the decree) or procuring such abstracts of title, the aforesaid, guaranty policies, and other items to be expended after the entry of the decree.

(5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under him, and without regard to the solvency of the Mortgagee or the bona fide value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be made by the Mortgagee or his assigns, until the expiration of the statutory period of redemption, and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of 12.5 per centum, which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, appraiser's fees, Master's fees and costs, publication costs, court costs, and other costs (which may be estimated as to and included in the entry of the decree) or procuring such abstracts of title, the aforesaid, guaranty policies, and other items to be expended after the entry of the decree.

(4) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagee abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at his option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises embraced within the mortgage, and the debt hereby secured in the same manner as with the Mortgagee, and may foreclose in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagee, and may foreclose in interest with the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successor or successors in interest with the same power as if the Mortgagee were still the owner of said property, and the debt hereby secured in the same manner as with the Mortgagee, and may foreclose in interest with the Mortgagee hereunder or upon the debt hereby secured.

(3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successor or successors in interest with the same power as if the Mortgagee were still the owner of said property, and the debt hereby secured in the same manner as with the Mortgagee, and may foreclose in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagee, and may foreclose in interest with the Mortgagee hereunder or upon the debt hereby secured.

B. THE MORTGAGOR FURTHER COVENANTS:

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so covenanted, that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagee will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree for foreclosure upon the Mortgagee or of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose not to do hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagee at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under Section A(2) above, or for either purpose.

(3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successor or successors in interest with the same power as if the Mortgagee were still the owner of said property, and the debt hereby secured in the same manner as with the Mortgagee, and may foreclose in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagee, and may foreclose in interest with the Mortgagee hereunder or upon the debt hereby secured.

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those herebefore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied therefor), and to furnish the Mortgagee upon request with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.

605282-232509-85

UNOFFICIAL COPY

Form No. 8592-11

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART OF THIS MORTGAGE

UNIT NUMBER 11-E, IN CONSTELLATION CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

THE NORTH 50 FEET OF LOT "B" IN BLOCK 1 IN THE CATHOLIC BISHOP OF CHICAGO SUBDIVISION OF LOT 13 IN BRONSON'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO

PARCEL 2:

THAT PART OF GROUND ADJOINING PARCEL 1 HEREIN, ON THE WEST, NORTH AND EAST THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTH WEST CORNER OF THE NORTH 50 FEET OF LOT "B" IN BLOCK 1 IN THE CATHOLIC BISHOP OF CHICAGO SUBDIVISION OF LOT 13 IN BRONSON'S ADDITION TO CHICAGO, HEREINAFTER REFERRED TO AS PARCEL 1; THENCE WEST ALONG THE SOUTH LINE OF SAID PARCEL 1 PROJECTED WEST A DISTANCE OF 22 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID PARCEL 1 AND ALONG A LINE 22 FEET WEST OF SAID WEST LINE OF PARCEL 1, A DISTANCE OF 70 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID PARCEL 1 ALONG A LINE 20 FEET NORTH OF SAID NORTH LINE OF PARCEL 1, A DISTANCE OF 161 FEET 11-1/4 INCHES, MORE OR LESS, TO A POINT 8 FEET EAST AND 20 FEET NORTH OF THE NORTH EAST CORNER OF SAID PARCEL 1; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID PARCEL 1, AND ALONG THE CENTER LINE OF THE ALLEY BEING 8 FEET EAST OF SAID EAST LINE OF SAID PARCEL 1, A DISTANCE OF 70 FEET, MORE OR LESS, TO A POINT IN THE CENTER OF SAID ALLEY 8 FEET EAST OF THE SOUTH EAST CORNER OF SAID PARCEL 1; THENCE WEST 8 FEET TO THE SOUTH EAST CORNER OF PARCEL 1, THENCE NORTH ALONG THE EAST LINE OF PARCEL 1, 50 FEET; THENCE WEST ALONG THE NORTH LINE OF PARCEL 1, 131 FEET 11-1/4 INCHES; AND THENCE SOUTH ALONG THE WEST LINE OF PARCEL 1, 50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "2" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25101907, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS SET FORTH IN SAID DECLARATION, IN COOK COUNTY, ILLINOIS.

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-85-232509

-85-2325

UNOFFICIAL COPY

HIBER ATTACHED TO AND MADE A PART OF MORTGAGE DATED Sept. 24, 1985
UNDER TRUST NO. 4714

THIS MORTGAGE is executed by the UNION NATIONAL BANK AND TRUST

COMPANY OF JOLIET, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and said Union National Bank and Trust Company of Joliet, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said first Party or on said Union National Bank and Trust Company of Joliet personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained, all such liability if any being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the first Party and its successors and said Union National Bank and Trust Company of Joliet personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof and in said note provided or by action to enforce the personal liability of the guarantor, if any.

State of Illinois }
County of Will }
SS:

I, Rosa Atlas Angeles, a Notary Public in and for said County in the State aforesaid,

DO HEREBY CERTIFY that Ronald L. Frazier, Trust Officer of Union National Bank

and Trust Company of Joliet, Illinois, and John Kramer, Trust Officer

thereof personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Trust Officer respectfully, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of September, 19 85.

NOTARY PUBLIC

Rosa Atlas Angeles

85-232509

19

85-232509

UNOFFICIAL COPY

Form #8592-11

Rider for mortgage from UNION NATIONAL BANK AND TRUST COMPANY OF JOLIET, TRUST #4714 and dated September 23, 1985 to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WESTCHESTER

If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration in accordance with the terms of this mortgage. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by this Mortgage.

An assignment of the beneficial interest of the Trust Agreement to a party other than the Guarantors of the Note secured by this Mortgage shall constitute a transfer of the property and shall be deemed a violation of this Rider.

IN WITNESS WHEREOF, Union National Bank and Trust Company of Joliet not personally but as Trustee as aforesaid has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Trust Officer Secretary, this 24th day of September, A.D. 1985.

ATTEST:

Union National Bank and Trust Company of Joliet As Trustee as aforesaid and not personally

By Robert J. Egan Vice President and Trust Officer

John [Signature] Secretary Trust Officer

STATE OF ILLINOIS } COUNTY OF [] ss.

I, [] a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT [] President of []

[] Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such [] President, and [] Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said [] Secretary then and there acknowledged that [] as custodian of the corporate seal of said corporation, did affix said seal to said instrument as [] own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this [] day of [] A.D. 1985

My commission expires []

Notary Public

85-232509

85-232509

UNOFFICIAL COPY

This instrument is executed by UNION NATIONAL BANK AND TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon said, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations covenants and conditions to be performed by UNION NATIONAL BANK AND TRUST COMPANY OF ILLINOIS are undertaken by it solely as Trustee, as aforesaid, and not individually, and all state-ments herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be incurred or be enforceable against UNION NATIONAL BANK AND TRUST COMPANY OF ILLINOIS by reason of any of the terms, provisions, stipulations covenants and/or conditions contained in this instrument.

85-232509

DATED 9/24/85 UNDER TRUST NO. 4714

UNDER ATTACHED TO AND MADE A PART OF DOCUMENT

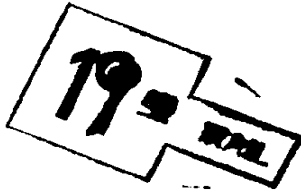
NOTARY PUBLIC

John James Anglin

GIVEN under my hand and Notarial Seal this 24th day of September, 1985. I, John James Anglin, Notary Public in and for said County in and for said County in the State aforesaid, do hereby certify that Ronald J. Brewer, Trust Officer of Union National Bank and Trust Company of Joliet, Illinois, and John Brewer, Trust Officer thereof, personally known to me to be the same persons, their names are subscribed to the foregoing instrument as such Trust Officer and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank as Trustee, for the uses and purposes therein set forth.

I, Rosa Arias Anglin, a Notary Public in and for said County in the State aforesaid,

State of Illinois }
County of Will }
SS:



85-232509

MAIL TO:
FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF ILLINOIS
271 S. ...
WELLS ...