

QUIT CLAIM DEED
Statutory (ILLINOIS)
(Individual to Individual)

UNOFFICIAL COPY

85232644

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

THE GRANTOR

Roy Houston

of the City of Chicago County of Cook
State of Illinois for the consideration of
Ten DOLLARS,
in hand paid,

CONVEY and QUIT CLAIM s. to

Barbara A. Houston and Frank
D. Houston as joint tenants
168 E. 155th St., Harvey, Il. 60426
(NAME AND ADDRESS OF GRANTEE)

(The Above Space For Recorder's Use Only)

all interest in the following described Real Estate situated in the County of Cook in the
State of Illinois, to-wit:

Lot 21 in Block 13 of West Pullman in the West 1/4
of the Northeast 1/4 and the Northwest 1/4 of Section
28-37-14 east of the Third Principle Meridian in Cook
County

Real Estate Index No. 25-28-108-038 22

Exempt under Real Estate Transfer Tax Act Sec. 4
Date 10/11/85

Chanon Williams

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

DATED this 10th day of October 1985

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

Roy Houston (SEAL) (SEAL)
Roy Houston (SEAL) (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

Roy Houston

IMPRESS
SEAL
HERE

personally known to me to be the same person whose name subscribed
to the foregoing instrument, appeared before me this day in person, and acknowl-
edged that he signed, sealed and delivered the said instrument as his
free and voluntary act, for the uses and purposes therein set forth, including the
release and waiver of the right of homestead.

Given under my hand and official seal, this 10th day of October 1985

Commission expires 12-15 1986 William E. Williams NOTARY PUBLIC

This instrument was prepared by Chanon Williams, 7351 S. Crandon, Chicago
(NAME AND ADDRESS)

MAIL TO: { Chanon Williams (Name)
7351 S. Crandon (Address)
Chicago, Illinois 60649 (City, State and Zip)

ADDRESS OF PROPERTY
12050 S. Emerald
Chicago, Illinois
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO
Barbara Houston (Name)
168 E. 155th St., Harvey, Ill (Address)

OR RECORDER'S OFFICE BOX NO

AFFIX "RIDERS" OR REVENUE STAMPS HERE

85232644

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GEORGE E. COLE'S
LEGAL FORMS

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TO

Property of Cook County Clerk's Office

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- (8) Should Mortgagor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Mortgagee being first had and obtained, then Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.
- (9) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.
- (10) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.
- (11) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.
- (12) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another, but that she is the Borrower hereunder.
- (13) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or laws of any State, or of the United States, as against this debt or any renewal thereof; and any security agreement taken to secure this note or any renewal thereof; and the undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to the extent permitted by law.
- (14) This Mortgage shall be construed according to the laws of the State of Illinois.

October 10, 1985

DATE OF MORTGAGE

WITNESS the hand and seal of the Mortgagor, the day and year first written.

Louis M. Covelli (SEAL) *Victoria J. Covelli* (SEAL)
 _____ (SEAL) _____ (SEAL)
Louis M. Covelli **Victoria J. Covelli**

STATE OF ILLINOIS }
 COUNTY OF DuPage } ss:

I, **Daniel D. Blocker**, a notary public, in and for the county and State aforesaid,

Do hereby Certify That **Louis M. Covelli** and
Victoria J. Covelli, 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 acknowledged 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 all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this **10th** day **October**, A.D. 19 **85**

Daniel D. Blocker

 NOTARY PUBLIC

Daniel D. Blocker
 This instrument was drafted by Jan Benson, 2625 Butterfield Road, #329W, Oak Brook, IL 60521.

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(b) pay all said taxes and assessments without determining the validity thereof; and (c) pay such liens and all such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (1) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises, not to remove or demolish any building thereon; and to restore promptly and in a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (2) That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Promissory Note and this Mortgage; (3) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgage; (4) That he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

IT IS MUTUALLY AGREED THAT: (1) If the Mortgagor shall fail to pay installments on said Promissory Note or on any other loan or obligation which may be secured hereby as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee, on the application of the Mortgagee or any other person who may be entitled to the monies due thereon, in such event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be proceeded to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale, if permitted by law.

(2) In the event said premises are sold at a foreclosure sale, Mortgagor shall be liable for any deficiency remaining after sale of the premises if permitted by law, and application of the proceeds of said sale to the indebtedness secured and to the expense of foreclosure, including Mortgagee's reasonable attorney's fees and legal expenses if allowed by law.

(3) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the loan hereby secured, and even though said prior liens have been released or record, the repayment of said indebtedness shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

(4) Wherever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time hereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(5) Each of the undersigned hereby waives the right to claim any damage for loss, injury or any tort occasioned by or resulting from the exercise by the holder of the rights given hereunder or any attempt to exercise any other right the holder as herein granted, or any other right that the holder has or may have, to the extent permitted by law.

(6) If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then Mortgagee will, within thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefit of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee, if permitted by law.

(7) By accepting payment of any sum accrued hereby after its due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagor shall pay said Promissory Note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

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