

WARRANT DEED
State of Illinois
(Individual to Individual)

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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

COOK
CC. NO. 016

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STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
NOV 1986
REVENUE
26.50

REAL ESTATE TRANSACTION TAX
REVENUE
NOV 1986
STAMP NOV 1986
NOV 14 1986
AFFIX RIDERS OR OR REVENUE STAMPS HERE

REAL ESTATE TRANSACTION TAX
REVENUE
NOV 1986
STAMP NOV 1986
NOV 14 1986
AFFIX RIDERS OR OR REVENUE STAMPS HERE

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE
NOV 1986
REVENUE
265.00

7085 308 of 5802

THE GRANTOR S, JOHN A. ENAULT and INTA ENAULT, his wife,

1986 NOV 13 PM 1:32

86547613

of the City of Chicago, County of Cook,
State of Illinois, for and in consideration of
Ten (\$10.00) and no/100

86547613

11 00

(The Above Space For Recorder's Use Only)

and other good and valuable considerations in hand paid,
CONVEY and WARRANT to
LYNNE S. HOLZMAN, Divorced and not
since remarried,

(NAME AND ADDRESS OF GRANTEE)

the following described Real Estate situated in the County of Cook in the State of Illinois, to-wit: Unit 387 as delineated on a survey of the following described parcel of real estate: That part of Lot 3 in Albert Schorsch Sons' Catherine Courts tract Number 1, in the North 1/2 of the South East 1/4 of the North West 1/4 of Section 11, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the North East corner of Lot 1 in said Albert Schorsch Sons' Catherine Courts Tract No. 11 thence West along the North line of said Lot 1 and the North line of said Lot 3 in said subdivision 732.00 feet to point of beginning of the land to be described; thence south at right angles to the last described line 313.50 feet; thence west at right angles to the last described line 175.96 feet; thence north at right angles to the last described line 313.50 feet to the north line of said Lot 3; thence east along said north line 175.96 feet to point of beginning in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium made by Mc Nerney Goslin Inc., A corporation of Illinois recorded in the office of Recorder of Cook County, Illinois as Document 24035130; together with its undivided percentage interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey) in Cook County, Illinois,

Permanent Index No.: 12-11-119-026-1045

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

DATED this 13th day of November, 1986

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
John A. Enault (SEAL) Inta Enault (SEAL)
(John A. Enault) (Inta Enault)

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, and for said County, in the State aforesaid, DO HEREBY CERTIFY that John A. Enault and Inta Enault, 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 the right of homestead.

Given under my hand and official seal, this 13th day of November, 1986

Commission expires 7/28 1987

This instrument was prepared by ROY C. PECHOUS, Attorney, 6529 W. Cermak Road, Berwyn, Illinois

ADDRESS OF PROPERTY: 60402
8511 W. Catherine, Unit 387
Chicago, Illinois 60656

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

SEND SUBSEQUENT TAX BILLS TO:

MAIL TO: Roy C. Pechous
188 W. Randolph
Chicago, Ill.
Box 333 - CA

OR

RECORDER'S OFFICE

df

(Name)

(Address)

UNOFFICIAL COPY

Warranty Deed
INDIVIDUAL TO INDIVIDUAL

TO

18 1 20 13

GEORGE E. COLE®
LEGAL FORMS

Property of Cook County Clerk's Office

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify an amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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LEGAL DESCRIPTION

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UNIT 387 AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF LOT 3 IN ALBERT SCHORSCH SONS' CATHERINE COURTS TRACT NUMBER 1, IN THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF LOT 1 IN SAID ALBERT SCHORSCH SONS' CATHERINE COURTS TRACT NO. 1; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 AND THE NORTH LINE OF SAID LOT 3 IN SAID SUBDIVISION 732.00 FEET TO POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 313.50 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 175.96 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 313.50 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE EAST ALONG SAID NORTH LINE 175.96 FEET TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY MCNERNEY GOSLIN INC., A CORPORATION OF ILLINOIS, RECORDED IN THE OFFICE OF RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT 24035130; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

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NOTARIAL PUBLIC

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11/11/2011

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 13th day of NOVEMBER, 19 86,
 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the
 "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
UPTOWN NATIONAL BANK OF CHICAGO (the "Lender")
 of the same date and covering the Property described in the Security Instrument and located at:
8511 W. CATHERINE, CHICAGO, IL 60656
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project
 known as:

INNISBROOK CONDO #5

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the
 "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also
 includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument,
 Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium
 Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which
 creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall
 promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a
 "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance
 coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included
 within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of
 the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property
 is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the
 Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be
 paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners
 Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in
 connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common
 elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds
 shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written
 consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination
 required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or
 eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of
 Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;
 or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by
 the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.
 Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security
 Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of
 disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Lynne S. Holzman (Seal)
 LYNNE S. HOLZMAN Borrower

..... (Seal)
 Borrower

..... (Seal)
 Borrower

..... (Seal)
 Borrower

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11/11/2011