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THE FOX RUN MANOR HOMES CONDOMINIUM

WARRANTY DEED (Joint Tenancy)

1100

THE GRANTOR, CENTEX HOMES ENTERPRISES, INC., a Nevada corporation, created and existing under and by virtue of the laws of the State of Nevada, and duly authorized to transact business in the State of Illinois, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid and payment of authority given by the Board of Directors of said corporation, CONVEYS AND WARRANTS unto: E. Glen Irwin and Kathleen T. Irwin, His wife, Grantee(s) residing at 1884 Windson Drive, Schaumburg, Illinois 60194 the following described real estate situated in the County of Cook in the State of Illinois, to-wit:

Unit 23-2 in The Fox Run Manor Homes Condominium, as delineated on a survey of the following described real estate: Part of the Northeast 1/4 of Section 26, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit B to the Declaration of Condominium recorded as Document No. 274831-46, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

TO HAVE AND TO HOLD such real estate unto the Grantee(s) forever, not in tenancy in common, but in joint tenancy. Said conveyance is made subject to: (1) general taxes for 1985 and subsequent years; (2) zoning and building laws and ordinances; (3) defects in title occurring by reason of any acts done or suffered by Grantee(s); (4) easements, reservations, rights of way, covenants, conditions, restrictions and building lines of record; (5) encroachments, if any; (6) applicable zoning and building laws or ordinances; (7) Condominium Property Act of Illinois; (8) assessments established pursuant to the Declaration of Condominium; and (9) Declaration of Condominium and amendments thereof.

GRANTOR HEREBY GRANTS TO GRANTEE(S), THEIR SUCCESSORS AND ASSIGNS, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium for The Fox Run Manor Homes Condominium recorded in the Office of the Recorder of Deeds, Cook County, Illinois, on March 8, 1985 as Document No. 274831-46, and Grantor reserves to itself, its successors and assigns the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein. This Deed is conveyed on the express condition that the percentage of ownership of Grantee in the Common Elements may be divested pro tanto and vested in accordance with the Declaration and any recorded amendment(s) thereto.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents by its duly authorized Ill. Div. President and attested by its Assistant Secretary this 10th day of November, 1986.

[CORPORATE SEAL]

CENTEX HOMES ENTERPRISES, INC.

Attest:

James Blum
Assistant Secretary

By: [Signature]
Illinois Division President

7/27/86 11:30 AM

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

3 9 2

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Gerald R. Barker, personally known to me to be the Illinois Div. President of CENTEX HOMES ENTERPRISES, INC. and James Duerr, personally known to me to be the Assistant Secretary of said corporation, and 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 severally acknowledged that as such Ill. Div. President and Assistant Secretary, they signed and delivered said instrument as Ill. Div. President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of November, 1980.

My Commission Expires:

11/09/88

Shelma E. Phipps
Notary Public

BOX 633 - HV 2

This Instrument Prepared By:

SHELBY S. BOBLICK
McDERMOTT, WILL & EMERY
111 West Monroe Street
Chicago, Illinois 60603

After Recordation This Deed Should Be Returned to:

Mr. and Mrs. E. Glen Irwin
111 S. Red Fox Lane
Elk Grove Village,
ILLINOIS 60007

The unit conveyed hereby is part of the property covered by permanent tax index number 07-26-200-005.

SEND SUBSEQUENT TAX BILLS TO:

SAME (Name)
(Address)

Property of Cook County Clerk's Office

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PREPARED BY:
MARTHA A. SMITH
AMERIFED FEDERAL SAVINGS BANK
120 SCOTT STREET
JOLIET, ILLINOIS 60431

DEC -1 AM 11:15

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BOX 683-EV

13.00

A 9 47 256 S

[Space Above This Line For Recording Data]

SECOND MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 25, 19 86 The mortgagor is GERALD A. GROCHMAL, SR. AND JOANN GROCHMAL, HUSBAND AND WIFE,

OF THE CITY OF LEMONT ("Borrower"). This Security Instrument is given to AMERIFED FEDERAL SAVINGS BANK

which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is

120 SCOTT STREET, JOLIET, ILLINOIS 60431 ("Lender"). Borrower owes Lender the principal sum of SIX THOUSAND ONE HUNDRED FOURTY DOLLARS AND NO/100-

Dollars (U.S. \$ 6,140.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 5, 1991. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOTS 5 AND 6 IN BLOCK 8 IN TRUESDELL'S ADDITION TO ATHENS IN SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

GRO
TAX ID 22-20-435-002-0000

which has the address of 402 PORTER STREET LEMONT, Illinois 60439 ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

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My Commission expires: 8-17-87

Given under my hand and official seal, this 25TH day of NOVEMBER, 19 86

set forth.

signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they, personally known to me to be the same person(s) whose name(s)

do hereby certify that GERALD A. GROCHMAL, SR. AND JOANN GROCHMAL, HUSBAND AND WIFE, THE UNDERSIGNED, a Notary Public in and for said county and state, STATE OF ILLINOIS, WILL (County ss:)

[Space Below This Line for Acknowledgment]

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower
JOANN GROCHMAL

(Seal) -Borrower
GERALD A. GROCHMAL, SR.

BY SIGNING BELOW, Borrower, accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

Instrument. [Check applicable box(es)]

23. With respect to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender shall release this Security Instrument without further demand and may foreclose this Security Instrument.

19. 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 paragraphs 13 and 17 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 paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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