

UNOFFICIAL COPY

86301253

86301253

LOAN NO: 0477911277

MORTGAGE

THIS MORTGAGE ("Security Agreement") is given on JULY 9TH, 19 86. The mortgagor is GUY M. HOLLIS AND KATHLEEN L. HOLLIS HUSBAND AND WIFE

("Borrower").

This Security Instrument is given to OMNI MORTGAGE COMPANY, which is organized and existing under the laws of the State of Ohio, and whose address is 2001 SPRING ROAD SUITE 105, OAKBROOK, ILLINOIS 60521

Borrower owes Lender the principal sum of U.S. \$ 88,400.00

EIGHTY EIGHT THOUSAND, FOUR HUNDRED AND NO /100

Dollars.

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 AUGUST 1, 2001

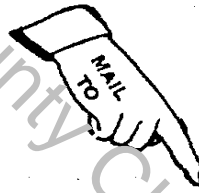
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the 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:

PARCEL 1: THE SOUTH 74-1/2 FEET OF THE NORTH 1/2 OF BLOCK 2 AND THE SOUTH 1/2 OF BLOCK 2 EXCEPT THE SOUTH 117 FEET THEREOF IN MONSON AND SMITH'S FIRST ADDITION TO PALOS PARK, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WEST 1/2 OF VACATED CHERRY STREET LYING EAST OF AND ADJOINING THE SOUTH 74-1/2 FEET OF THE NORTH 1/2 OF BLOCK 2 AND THE SOUTH 1/2 OF BLOCK 2 EXCEPT THE SOUTH 117 FEET THEREOF IN MONSON AND SMITH'S FIRST ADDITION TO PALOS PARK, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

23-27-402-006

m.c



Mail To

Omni Mortgage Company  
2001 Spring Road, suite 105  
Oakbrook, Illinois 60521

86301253

be the same more or less, but subject to all legal highways, which has the address of 12313 SOUTH 91ST AVENUE, PALOS PARK, ILLINOIS 60464

("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 seised 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.

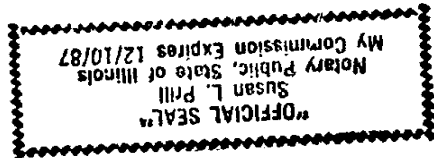
1 OF 2

PRILL

L-53102-C2

LAND TITLE COMPANY OF AMERICA, INC.\*

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*Susan L. Prill*  
Notary Public

My Commission expires: 12-10-87

Given under my hand and official seal, this 9TH day of JULY, 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)

and state, do hereby certify that GUY M. HOLLIS KATHLEEN L. HOLLIS a Notary Public in and for said county

STATE OF ILLINOIS, COOK County ss: SUSAN L. PRILL

*Guy M. Hollis*  
GUY M. HOLLIS  
*Kathleen L. Hollis*  
KATHLEEN L. HOLLIS

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

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

23. Riders 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. (Check applicable box(es))

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 but not limited to, reasonable attorneys' fees and costs of title evidence.

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 reinstatement 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.

Property of Cook County Clerk's Office

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 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 Reinstatement.** 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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requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Lender may take action under this paragraph 7, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security (regardless), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially Instrument immediately prior to the acquisition.

under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security 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 the payments. If

the Property, or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin the Property, or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. unreasonably withheld.

insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a prevent the enforcement of the lien or forfeiture of any part of the Property, or (c) secures from the holder of the lien an faith the lien by, or defends against enforcement of, the lien in, legal proceedings which in the Lender's opinion operate to agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consists in good Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) receipts evidencing the payments.

to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due. paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under application as a credit against the sums secured by this Security Instrument.

than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower amount necessary to make up the deficiency in one or more payments as required by Lender.

at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to this Security Instrument.

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower shall

Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal basis of current data and reasonable estimates of future escrow items.

mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the amount of the Funds due on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly leasehold payments or ground rents on the Property, if any; (e) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

10/1/2018



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8 6 3 0 1 2 5 3

LAND TITLE COMPANY OF AMERICA, INC.

SUITE 2140 • ONE NORTH LASALLE STREET • CHICAGO, IL 60602 • (312) 238-7810  
SUITE 312 • 15 SPINNING WHEEL RD. • HINSDALE, IL 60521 • (312) 323-9870

Agreement No. 1124

TITLE INDEMNITY-ESCROW AGREEMENT

WHEREAS Land Title Company of America, Inc. (hereinafter referred to as the Agent-Escrowee) is about to issue the title insurance policy of Title Insurance Company of Minnesota (hereinafter referred to as the Company), insuring against loss or damage by reasons of defects in the title to the land described in the Agent-Escrowee's Commitment to Insure Number 86301253

AND WHEREAS, the Agent-Escrowee has noted as exceptions to the aforesaid title the following actual or supposed rights, interests, liens, claims, encumbrances or defects in title (all herein after referred to as Exceptions):

1984 TAX REDEMPTION

TAX NUMBER 23-27-407-006

BILL \$1,325.24 AMOUNT PAID \$722.17 AMOUNT OWING \$303.07

AND WHEREAS, the Agent-Escrowee has been asked to issue the Company's title insurance policy as aforesaid, either without mention of the aforesaid Exceptions or insuring against loss or damage by reason thereof; and

WHEREAS, the Agent-Escrowee or the Company may issue either concurrently herewith or hereafter and in the ordinary course of its business another policy or policies in the form or forms now or then commonly used by the Company, insuring against loss or damage by reason of defects in the title to said land or to some parts thereof or interest therein, either without mention of the aforesaid Exceptions or insuring against loss or damage by reason thereof;

NOW THEREFORE, in consideration of the issuance of the title insurance policy and the payment of \$1.00 to the undersigned by the Agent-Escrowee for and upon behalf of the Company, the sufficiency and receipt of which is hereby acknowledged, the undersigned, jointly and severally, for themselves, heirs, personal representatives, successors and assigns do hereby covenant and agree with the Agent-Escrowee and the Company:

(1) to forever fully protect, defend and save the Agent-Escrowee and the Company harmless from and against all the Exceptions, in and from any and all loss, costs, damages, attorneys' fees and expenses of every kind and nature which it may suffer, expend or incur under, or by reason, or in consequence of the title insurance policy on account, or in consequence, or growing out of the Exceptions, or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereafter arising, or which may at any time be claimed to exist under or by reason, or in consequence, or growing out of the Exceptions or any of them;

(2) to provide for the defense, at their own expense, on behalf and for the protection of the Agent-Escrowee and the Company and the parties insured or who may become insured, against loss or damage under the title insurance policy (but without prejudice to the right of the Agent-Escrowee and the Company to defend if it so elects) in all litigation consisting of actions or proceedings based on any Exceptions which may be asserted or attempted to be asserted, established or enforced in, to, upon, against or with respect to the land or any part thereof, or interest therein;

(3) to pay, discharge, satisfy or remove all of the Exceptions on or before JUNE 9, 1988; and

(4) that each and every provision herein shall extend and be in force concerning future policies or commitments.

The undersigned hereby deposits with the Agent-Escrowee under this Agreement the sum of \$ 650.00 to constitute a fund under the absolute control of the Agent-Escrowee and/or the Company to indemnify the Agent-Escrowee and the Company as herein provided and for the other purposes herein set forth.

The Agent-Escrowee and/or the Company shall have the right at any time hereafter, when it shall deem it necessary, expedient, desirable, or to its interest so to do, in its sole discretion to use or apply the fund, or any portion thereof, in such manner and in such amounts as the Agent-Escrowee and/or the Company may deem necessary or desirable, to the payment, discharge or satisfaction of, or the removal from the title to the land, or any part or parts thereof, or interests therein, any of the Exceptions, or for the purpose of acquiring by conveyance, assignment or otherwise any Exceptions, or for the purpose of reimbursing anyone who may have paid, discharged, satisfied or removed any Exceptions.

In case of litigation involving the fund or the rights of any person or corporation hereunder, the cost, expense and attorneys' fees of the Agent-Escrowee and the Company may be paid or retained by the Agent-Escrowee and the Company out of the fund.

86301253

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Property of Cook County Clerk's Office

88311022

1/15/2010

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3 6 3 0 1 2 5 3

DEPT-01 RECORDING \$15.25  
T#4444 TRAN 0276 07/17/84 15:00:00  
#5521 # D \* - 84 - 30 1253  
COOK COUNTY RECORDER

If the Agent-Escrowee and/or the Company shall determine that the liability hereunder has increased because of lapse of time or otherwise, the Agent-Escrowee and/or the Company may call on the undersigned for an additional deposit sufficient to indemnify the Agent-Escrowee and/or the Company against such increase of liability, in which event the undersigned shall thereupon furnish the Agent-Escrowee the additional deposit requested.

The Agent-Escrowee shall be under no duty to invest or reinvest any cash at any time held by it hereunder. The Agent-Escrowee shall have the full right, power and authority to commingle any and all cash at any time constituting said deposit or part thereof with its other Escrow funds and all income, if any, derived from any use which the Agent-Escrowee may make of any deposits hereunder shall belong to the Agent-Escrowee.

In case any of the Exceptions are paid, discharged satisfied or removed as such to the satisfaction of the Agent-Escrowee and the Company (as to which the Agent-Escrowee and the Company shall be the sole judge), without the use of the fund, or in case any surplus remains in the hands of the Agent-Escrowee after it shall have reimbursed itself for all loss damages or disbursements, such fund or surplus, after deducting the costs, expenses, fees for services and attorneys' fees, if any, of the Agent-Escrowee and the Company, shall on demand, be paid or delivered to:

+ GUY KATHLEEN HOLLIS  
12313 S. 91ST AVE  
PINES PARK, IL 60464

-86-301253

THE UNDERSIGNED AGREES THAT THE AGENT-ESCROWEE SHALL BE ENTITLED TO TWO WORKING DAYS (OF THE AGENT-ESCROWEE) NOTICE PRIOR TO ANY RELEASE OF FUNDS.

Neither the Agent-Escrowee nor the Company shall be under any obligation of recognizing any assignment of the fund, or any part thereof, until the original or a signed duplicate of the assignment, accepted in writing by the assignee, is deposited with and approved by the Agent-Escrowee and the Company.

If this Title Indemnity-Escrow Agreement is not terminated as herein before provided within 30 calendar days of the date set forth on preceding page, the Agent-Escrowee may thereafter charge a reasonable annual service or handling fee to be paid out of the fund, which fee shall not be more than \$25.00 per annum.

IN WITNESS WHEREOF, the parties have executed this agreement this 14<sup>th</sup> day of July A.D. 1984

-86-301253

Accepted:

Land Title Company of America, Inc.  
As Agent-Escrowee in its  
own behalf, and as Agent for  
the Company

By

Susan E. Price

[Signature] (SEAL)

Address: 12313 S. 91st Ave  
Pines Park, IL 60464

[Signature] (SEAL)

Address: 12313 S. 91st Ave  
Pines Park, IL 60464

86-301253

15<sup>00</sup> MAIL

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COOK COUNTY CLERK'S OFFICE  
PROPERTY OF COOK COUNTY CLERK'S OFFICE  
PROPERTY OF COOK COUNTY CLERK'S OFFICE  
PROPERTY OF COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

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