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**THE GRANTOR** Phyllis M. Koch, divorced and not since remarried

87489729

of the city of Chicago County of Cook  
 State of Illinois for and in consideration of  
Ten and no/100 DOLLARS,  
 and other valuable consideration in hand paid,  
CONVEY S. and WARRANT S. to Robert C. Parker  
 and Tammy Parker, his wife

of 3049 N. Major, Chicago, IL.

DEPT-01 RECORDING  
TH0222 TRM 6159 09/04/87 14:31:00  
#1133 # 13 \*--87-489729  
COOK COUNTY RECORDER

(The Above Space For Recorder's Use Only)

## (NAMES AND ADDRESS OF GRANTEES)

not in Tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

Lot 11 and the West 1/2 of Lot 10 in Block 6 in Martin Luther's College Subdivision of the North 1/2 of the North East 1/4 of Section 20, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Subject to: conditions of record; real estate taxes for 1987 and subsequent years.

87489729

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, TO HAVE AND TO HOLD said premises not in tenancy in common, but in joint tenancy forever.

Permanent Real Estate Index Number(s): 13-20-210-071 All Bldg AAddress(es) of Real Estate: 5725 W. Byron Street, Chicago, IL 60634DATED this 31 day of Aug 1987(SEAL) X Phyllis M. Koch (SEAL)  
Phyllis M. Koch(SEAL) \$12.00 MAIL (SEAL)

State of Illinois, County of Cook, I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Phyllis M. Koch, divorced and not since remarried

personally known to me to be the same person whose name is subscribed IMPRESSED SE to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as her HIRER, SEAL OF 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 31 day of Aug 1987Commission expires 6/9/1991 Karen Cole Osga  
NOTARY PUBLICThis instrument was prepared by K. Osga, 535 N. Taylor, Oak Park, IL 60302  
(NAME AND ADDRESS)

MAIL TO:

Louis H. Stacker  
(Name)  
6954 W. Touhy Av.  
(Address)  
N. L. 65, IL 60648  
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:

Robert C. Parker  
(Name)5725 W. Byron  
(Address)Chicago, IL 60634  
(City, State and Zip)

OR

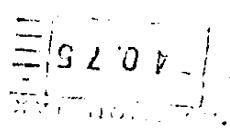
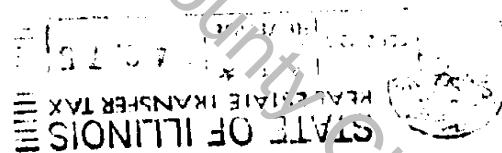
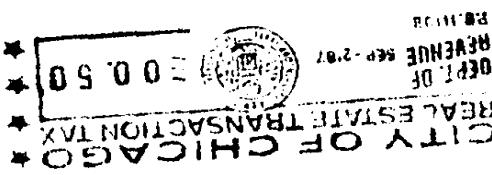
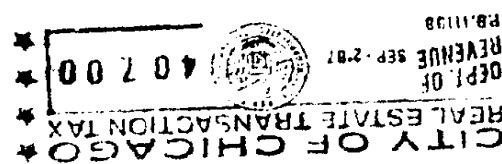
RECORDER'S OFFICE BOX NO. \_\_\_\_\_

UNOFFICIAL COPY

Warranty Deed

JOINT TENANCY  
INDIVIDUAL TO INDIVIDUAL

TO



GEORGE E. COLE®  
LEGAL FORMS

85189729

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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 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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6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or subdivide any real property held by it as an investment, and it shall not make any improvements thereto without the prior written consent of Lender.

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 from damage to the Property is required by Lender, Borrower's right to any insurance policies and proceeds resulting from damage prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security interest in the property prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if in the restoration of repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible and Lender's security is not lessened, if the repair or restoration of the property is not otherwise agreeable to Lender, or Lender's security would be lessened, the insurance proceeds shall be applied to the sums needed to settle a claim, whether or not them due, with any excess paid to Borrower. If the insurance proceeds are not used to settle a claim, Lender may collect the insurance proceeds. Lender may sue the insured to recover the property or to settle a claim, whether or not them due. The 90 day period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Lender, and shall include a standard mortgage clause. Lender shall have the right to hold the title policies and renewals if Lender receives from the title company a certificate of paid premiums and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation incurred by the holder of the instrument; (b) commutes in good faith the lien by, or defends against enforcement of the instrument, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the instrument or any part of the Property; or (c) secures from the holder of the instrument satisfaction of the lien or forfeiture of any part of the Property, or (d) secures from the holder of the instrument any part of the instrument, or (e) secures from the holder of the instrument any part of the instrument, or (f) secures from the holder of the instrument any part of the instrument, or (g) secures from the holder of the instrument any part of the instrument, or (h) secures from the holder of the instrument any part of the instrument, or (i) secures from the holder of the instrument any part of the instrument, or (j) secures from the holder of the instrument any part of the instrument, or (k) secures from the holder of the instrument any part of the instrument, or (l) secures from the holder of the instrument any part of the instrument, or (m) secures from the holder of the instrument any part of the instrument, or (n) secures from the holder of the instrument any part of the instrument, or (o) secures from the holder of the instrument any part of the instrument, or (p) secures from the holder of the instrument any part of the instrument, or (q) secures from the holder of the instrument any part of the instrument, or (r) secures from the holder of the instrument any part of the instrument, or (s) secures from the holder of the instrument any part of the instrument, or (t) secures from the holder of the instrument any part of the instrument, or (u) secures from the holder of the instrument any part of the instrument, or (v) secures from the holder of the instrument any part of the instrument, or (w) secures from the holder of the instrument any part of the instrument, or (x) secures from the holder of the instrument any part of the instrument, or (y) secures from the holder of the instrument any part of the instrument, or (z) secures from the holder of the instrument any part of the instrument.

4. **Chargers; Interests.** Borrower shall pay all taxes, assessments, charges, interests and impositions immediately to the property which may attain priority over this Security Instrument, and shall promptly pay all amounts due under this paragraph. If borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

**3. Applications of Amynts.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to preparation charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

any funds held by Lender under Paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property to its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums required by this Security Instrument.

In the event of the death of the Fund holder, his or her estate will be responsible for the payment of all amounts due under the Fund Agreement. The Fund holder may assign his or her rights and obligations under the Fund Agreement by written instrument, which shall be filed with the Secretary of State of the Commonwealth of Massachusetts.

requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and shall give to each debtor to the Funds a detailed account of the Funds made. The Funds are pledged as additional security for the sums secured by

The Funds shall be held in an institution the accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). The Funds shall be invested in accordance with the terms of the agreement between the parties.

one-twelfth of: (a) yearly taxes and assessments which may strain priority over other Security Instruments; (b) yearly leases-hazard insurance premiums; and (c) yearly maintenance fees on the Property, if any. These items are called "carryover items". Lender may estimate the funds due on the basis of current data and reasonable estimates of future escrow items.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayable charges.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

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1-4 FAMILY RIDER

## Assignment of Rents

THIS 1-4 FAMILY RIDER is made this **31ST** day of **AUGUST**, 19 **87**, 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 **SUMMIT FINANCIAL SERVICES, CORP.** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

**2916 NORTH KILDARE, CHICAGO, ILLINOIS 60641**  
(Property Address)

**13-27-217-031**

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**B. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**C. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**D. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**E. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**F. ASSIGNMENT OF RENTS.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

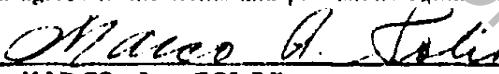
If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

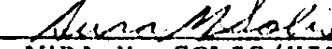
Borrower has not executed any prior assignment of the rents, and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**G. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

  
\_\_\_\_\_  
**MARCO A. SOLIS** \_\_\_\_\_  
(Seal)  
-Borrower

  
\_\_\_\_\_  
**AURA M. SOLIS/HIS WIFE** \_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower  
**87189721**