

UNOFFICIAL COPY

JUDGE'S DEED

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WHEREAS, on the 1st day of July, 1982, in Case No. 81 D 7848, entitled IN RE: THE MARRIAGE OF CAROL J. NELSON, Petitioner, and CURTIS W. NELSON, Respondent, Petitioner was granted a Judgment which was entered, which said Judgment provided that the said CURTIS W. NELSON, should, within thirty (30) days from the date of said Judgment, execute and deliver to the said CAROL J. NELSON a Deed conveying all of the interest in the real estate hereinbelow described;

AND the said CURTIS W. NELSON having failed to execute and deliver such Deed within the time prescribed by said Judgment, or to place any such Deed on record;

AND said Judgment further providing that the Court retain jurisdiction of the parties and of the subject matter for the purposes of enforcing said Judgment;

AND the Court having ordered on the 10th day of September, 1987 that a Judge of the Circuit Court of Cook County, Illinois should execute a Judge's Deed conveying all of the interest in the real estate hereinbelow described to the said CAROL J. NELSON;

NOW THEREFORE, know all men by these presents, that I, Julia M. Nowicki, Richard J. Daley Center, Chicago, Illinois, Judge of the Circuit Court of Cook County, Illinois, in consideration of the premises, do hereby convey unto the said CAROL J. NELSON, her heirs and assigns forever, the following described premises, to wit:

Lot One Hundred One (101) in A. W. Dickinson's Subdivision of that part of Milwaukee Avenue of Lot Eleven (11) in School Trustee's Subdivision of Section Sixteen (16), Township Forty (40) North, Range Thirteen (13) East of the Third Principal Meridian (except the West Quarter (1/4) of said Lot Eleven (11) and except tracts conveyed to Clara S. Lowell) in Cook County, Illinois.

PI, TAX NO. 13416-417-009 BY YOU

TO HAVE and to hold the same, with all appurtenances thereto belonging, to the said CAROL J. NELSON, her heirs and assigns forever.

This Deed is executed and delivered solely in compliance with the Order hereinabove referred to.

WITNESS MY HAND AND SEAL this _____ day of SEP 10 1987, 19_____.

Julia M. Nowicki

State of Illinois }
County of Cook } SS

I, Andrew S. Filip, a Notary Public in and for Cook County, Illinois do hereby certify Julia M. Nowicki, a Judge of the Circuit Court of Cook County, Illinois, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said Deed, as such Judge, as her free and voluntary act, for the uses and purposes therein set forth, and I certify that the said Judge is personally known to me to be the same person whose name is subscribed to the within Deed.

GIVEN UNDER my Hand and Seal this _____ day of SEP 10 1987, 19_____.

Andrew S. Filip
Notary Public

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MAIL TO: CAROL J. NELSON
4141 N. LECLAIRE
CHICAGO, ILL.



Property of Cook County Clerk's Office

DEPT-01 RECORDING \$12.25
#1111 TRAN 1337 09/10/87 10:09:00
#696 #A *87-497236
COOK COUNTY RECORDER

9/10/87
Exempt under Real Estate Transfer Tax Act Sec. 4
& Cook County Ord. 55709 Rev. 4
Sinh [Signature]

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If the Property is owned jointly by Borrower or if a third party, other than Borrower, has the second mortgage offers to make an award or settle a claim for damages, Borrower fails to respond, Lender within 30 days of the date the such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either for restoration or repair of the Property or to the sums secured by this Security Instrument.

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

10. BORROWER NOT RELEASED. 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, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor 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 and Borrower's successors in interest.

11. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Security Instrument.

12. REMEDIES CUMULATIVE. All remedies provided in this Security Instrument are distinct and cumulative to any other right or remedy under this Security Instrument or afforded by law, if equity, and may be exercised concurrently, independently or successively.

13. SUCCESSORS AND ASSIGNS BOUND JOINT AND SEVERAL LIABILITY; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. 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.

15. LEGISLATION. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note or this Security Instrument unenforceable according to their respective terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Security Instrument, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by this Security Instrument to be immediately due and payable, and may invoke any remedies permitted by paragraph 20. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 19.

16. NOTICES. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

17. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by the law of the State of Illinois. 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, and to this and the provisions of this Security Instrument and the Note are declared to be severable.

18. BORROWER'S COPY. Borrower (or the beneficial owner under the Trust Agreement hereinabove mentioned) shall be furnished a conformed copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

19. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or an interest therein 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 Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is not authorized by Federal Law.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 16 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by this Security Instrument.

20. ACCELERATION REMEDIES. EXCEPT AS PROVIDED IN PARAGRAPH 19 HEREOF, UPON BORROWER'S BREACH OF ANY COVENANT OR AGREEMENT OF BORROWER IN THIS SECURITY INSTRUMENT OR IN THE NOTE, INCLUDING THE COVENANTS TO PAY WHEN DUE ANY SUMS SECURED BY THIS SECURITY INSTRUMENT, LENDER MAY, AT LENDER'S OPTION, DECLARE ALL SUMS SECURED BY THIS SECURITY INSTRUMENT TO BE IMMEDIATELY DUE AND PAYABLE. PRIOR TO ACCELERATION LENDER SHALL MAIL NOTICE TO BORROWER AS PROVIDED IN PARAGRAPH 16 HEREOF SPECIFYING: (1) THE BREACH, (2) THE ACTION REQUIRED TO CURE SUCH BREACH, (3) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS MAILED TO BORROWER, BY WHICH SUCH BREACH MUST BE CURED, AND (4) THAT FAILURE TO CURE SUCH BREACH 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 BREACH IS NOT CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE. LENDER AT LENDER'S OPTION MAY DECLARE ALL OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS SECURITY INSTRUMENT BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF DOCUMENTARY EVIDENCE, ABSTRACTS AND TITLE REPORTS.

21. BORROWER'S RIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sums secured by this Security Instrument, Borrower shall have the right to cure any default or group thereof by Lender to enforce this Security Instrument discontinued at any time prior to entry of a judgment enforcing this Security Instrument if (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note, if any, had no acceleration occurred, (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument, (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Security Instrument and in enforcing Lender's remedies as provided in paragraph 20 hereof, including but not limited to, reasonable attorney's fees, and (d) Borrower takes such action as Lender may reasonably require to assure that the benefit of this Security Instrument, Lender's interest in the property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless otherwise agreed in writing, there shall be applied to the sums secured by this Security Instrument such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Security Instrument bears to the total market value of the Property as determined by the appraiser named in the deed of trust.

8. CONDEMNATION. The proceeds of any award or claim for damages, due to or consequential to condemnation with any condemnation or other taking of the Property, or part thereof, or for conversion or loss of condemnation, are hereby assigned and shall be paid to Lender.

9. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

10. PAYMENT OF INTEREST. Lender shall be payable upon notice from Lender on outstanding principal under the Note, and shall bear interest from the date of distribution of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amount shall be disbursed by Lender pursuant to the paragraph 7, with interest thereon, shall become additional of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

11. MAINTENANCE AND REPAIRS. Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower and Lender's written agreement or applicable law. Borrower shall pay the amount upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, but not limited to, distribution, of reasonable attorney's fees and any action as is necessary to protect Lender's interest, including, but not limited to, distribution, of reasonable attorney's fees and any action as is necessary to protect Lender's interest, upon notice to Borrower, may make such repairs, or cause such repairs to be made, and take such action as is necessary to protect Lender's interest, including, but not limited to, distribution, of reasonable attorney's fees and any action as is necessary to protect Lender's interest, including, but not limited to, distribution, of reasonable attorney's fees and any action as is necessary to protect Lender's interest.

12. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in the Security Instrument, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, mortgage, code enforcement, or arrangements or agreements involving a contract or deed, then Lender at Lender's option, upon notice to Borrower, may make such repairs, or cause such repairs to be made, and take such action as is necessary to protect Lender's interest, including, but not limited to, distribution, of reasonable attorney's fees and any action as is necessary to protect Lender's interest.

13. DEVELOPMENTS. Borrower shall keep the Property in good repair, and shall not commit, allow or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if the Security Instrument is on a leasehold. If the Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and covenants, rules and regulations of the condominium or planned unit development, and covenants and agreements of the Security Instrument as if the unit were a part thereof.

14. PRESERVATION AND MAINTENANCE OF PROPERTY; EASEMENTS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall keep the Property in good repair, and shall not commit, allow or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if the Security Instrument is on a leasehold. If the Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and covenants, rules and regulations of the condominium or planned unit development, and covenants and agreements of the Security Instrument as if the unit were a part thereof.

15. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against fire, lightning, explosion, theft, windstorm, hail, and other hazards included within the term "extended coverage" as defined in the policy. Lender shall not require that the amount of such coverage exceed that amount or amounts required to pay the sums secured by this Security Instrument.

16. APPLICABILITY OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under the Note and paragraphs 1 and 2 hereof. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 15 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, not later than immediately prior to the sale of the Property or its acquisition, by Lender, any funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

17. CHARGES, LIENS. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may arise from the Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower does not make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over the Security Instrument, provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith control such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender appear to prevent the enforcement of the lien or forbearance of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to the Security Instrument. If Lender determines that any part of the Property is subject to lien which may claim priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

18. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against fire, lightning, explosion, theft, windstorm, hail, and other hazards included within the term "extended coverage" as defined in the policy. Lender shall not require that the amount of such coverage exceed that amount or amounts required to pay the sums secured by this Security Instrument.

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