

QUIT CLAIM DEED - JOINT TENANCY  
(Individual to individual)

UNOFFICIAL COPY

88-539148

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

THE GRANTOR RONALD L. BAKER, married to  
Crystal Baker, and WAYNE K. BAKER, a bachelor

of the Village of Schaumburg County of Cook  
State of Illinois for the consideration of  
TEN AND NO/100 DOLLARS,  
A other good & valuable consideration in hand paid,  
CONVEY and QUIT CLAIM to  
DIANE L. BAKER, divorced and not since remarried,  
and CLAUDIA J. BAKER, a never married woman  
236 Burke Court, Schaumburg, Illinois 60193

DEPT-01 RECORDING \$12.25  
T32222 TRAM 5907 11/22/88 14:26:00  
#9853 + B #88-539148  
COOK COUNTY RECORDER

(The Above Space For Recorder's Use Only)

(NAMES AND ADDRESS OF GRANTEE(S))

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

Lot One Thousand Five Hundred Nineteen (1519) in Lancer  
Subdivision - Unit Number Fifteen (15), being a Subdivision  
of part of the North West Quarter (1/4) of Section Twenty-  
Six (26) and part of the South East Quarter (1/4) of the  
South West Quarter (1/4) of Section Twenty-Three (23),  
Township Forty-One (41) North, Range Ten (10) East of the  
Third Principal Meridian, according to Plat thereof  
registered in the Office of the Registrar of Titles of Cook  
County, Illinois, on September 8, 1972, as Document Number  
2646897.

SUBJECT TO: covenants, conditions, easements and restrictions  
of record and the general real estate taxes for the year 1988  
and subsequent.

ADDRESS: 236 BURKE COURT, SCHAUMBURG, ILLINOIS  
P. I. N. 07-23-305-029

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

DATED this 15th day of November 1988

PLEASE  
PRINT OR  
TYPE NAME(S)  
BELOW  
SIGNATURE(S)

*R.L.B.* (SEAL) *Wayne K. Baker* (SEAL)  
RONALD L. BAKER WAYNE K. BAKER  
(SEAL) (SEAL)

State of Illinois, County of Cook as I, the undersigned, a Notary Public in and for  
said County, in the State aforesaid, DO HEREBY CERTIFY that  
RONALD L. BAKER, married to Crystal Baker, and WAYNE K.  
BAKER, a bachelor

"OFFICIAL" personally known to me to be the same person as whose name as subscribed  
JOSEPH D. PALMISANO to the foregoing instrument, appeared before me this day in person, and acknowl-  
Notary Public State of Illinois edged that they signed, sealed and delivered the said instrument as their  
My Commission Expires Nov. 16, 1991 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 21st day of November 1988

Commission expires 19 Notary Public

This instrument was prepared by JOSEPH D. PALMISANO, 222 W. Adams, Chicago, IL 60606  
(NAME AND ADDRESS)

ADDRESS OF PROPERTY:  
236 BURKE COURT  
SCHAUMBURG, ILLINOIS 60193  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES  
ONLY AND IS NOT A PART OF THIS DEED.  
SEND SUBSEQUENT TAX BILLS TO:  
CLAUDIA J. BAKER  
Same as above

MAIL TO: JOSEPH D. PALMISANO  
(Name)  
222 W. Adams Street, #257  
(Address)  
Chicago, Illinois 60606  
(City, State and Zip)

OR RECORDER'S OFFICE BOX NO.

32/3  
VILLAGE OF SCHAUMBURG  
DEPT. OF PUBLIC SAFETY  
AND ADMINISTRATION  
REGISTER TAX

Buyer, Seller or Representative  
Date 11/22/88  
Exempt under provisions of Paragraph  
Real Estate Transfer Tax Act.

88-539148

88539148

UNOFFICIAL COPY

**Quit Claim Deed**

JOINT TENANCY  
INDIVIDUAL TO INDIVIDUAL

TO

**GEORGE E. COLE**  
**LEGAL FORMS**

Property of Cook County Clerk's Office

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

Lender or its agent may make reasonable inquiries upon and inspection of the Property. Lender shall not be liable for any loss or damage to the Property or any contents of the Property resulting from any fire, theft or other cause, or from any condemnation, or any other cause, or from any action taken in connection with the Property, or any conveyance in hereof, or any other cause, or from any action taken in connection with the Property, or any conveyance in hereof, or any other cause, or from any action taken in connection with the Property, or any conveyance in hereof, or any other cause.

The proceeds from the sale of the Property, or any other cause, or from any action taken in connection with the Property, or any conveyance in hereof, or any other cause, or from any action taken in connection with the Property, or any conveyance in hereof, or any other cause, shall be applied to the sums secured by this Security Instrument, and the balance, if any, shall be paid to Borrower. In the event of a partial taking of the Property, the sums secured by this Security Instrument shall be reduced by the amount of the sums secured by the taking of the Property; (c) the total amount of the sums secured immediately before the taking of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Security Instrument is transferred by Lender, after notice by Lender to Borrower that the endorsement office is unable to record a title claim for discharge, Lender shall be deemed to have failed to request to Lender within 30 days after the date the notice is given. Lender is not to be held liable for the loss of the sums secured by this Security Instrument, whether or not the sums secured by this Security Instrument are paid to Borrower.

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

Extension of the time for payment or modification of amount 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 any provision of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor 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 Borrower, 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) in 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 of fees 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.

08/23/02



1. Payment of Principal and Interest: Borrower and Lender agree to pay as follows... the period of said interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance: Subject to applicable law or to a written waiver by Lender, Borrower shall pay the period of said interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

3. Application of Payments: Unless otherwise agreed in writing, all payments received by Lender under paragraphs 1 and 2 shall be applied first to the charges due under the Note; second, to prepayment charges due under the Note; third, to interest; and last, to principal due.

4. Charges: Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the property which may exist prior to the date of this Security Instrument, and thereafter, until the date of maturity of the Note.

5. Hazard Insurance: Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance.

6. Change of Ownership: If the property is sold or otherwise disposed of, the Seller shall pay to the Lender the amount of the unpaid principal and interest on the Note at the time of sale.

7. Protection of Lender's Rights in the Property: Mortgage Insurance: If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect the rights of Lender in the Property, Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property.

8. Preservation and Maintenance of Property: Laches: Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

9. Insurance: Borrower shall obtain and maintain insurance for the Property in the amount of the unpaid principal and interest on the Note. The insurance shall be maintained in the amount and for the periods that Lender requires.

10. Assignment of Proceeds: Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

11. Release of Lien: If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the date of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be distributed to the Borrower as to the escrow items when due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

12. Escrow: Lender may, at its option, require the Borrower to pay the escrow items when due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

13. Escrow Items: Lender shall apply the Funds to pay the escrow items, unless Lender may, at its option, require the Borrower to pay the escrow items when due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

14. Escrow Account: Lender shall apply the Funds to pay the escrow items, unless Lender may, at its option, require the Borrower to pay the escrow items when due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

15. Escrow Items: Lender shall apply the Funds to pay the escrow items, unless Lender may, at its option, require the Borrower to pay the escrow items when due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

16. Escrow Items: Lender shall apply the Funds to pay the escrow items, unless Lender may, at its option, require the Borrower to pay the escrow items when due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

08533024

# UNOFFICIAL COPY

## WAIVER OF HOMESTEAD RIGHTS

STATE OF ILLINOIS  
COUNTY OF COOK

I, GABRIEL GONSALVES, of legal age and a resident Cook County, Illinois, after having been sworn to in accordance with law, depose and say:

1. That I am the husband of ALBINA GONSALVES, who is likewise a resident of Cook County, Illinois.

2. That my wife is buying a condominium known as 2035 West Granville, Unit 504C, Chicago, Illinois 60659.

3. That the money my wife is going to use in buying the said condominium is hers alone, and I do not have any share in it.

4. That the loan my wife is getting to pay for the above condominium will be repaid by her alone, and I am in no way responsible for that loan.

5. I hereby release and waive any and all rights I may have under and by virtue of Homestead Exemption Laws of the State of Illinois.

FURTHER, I affirm sayeth none.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of November, 1988.

Gabriel Gonsalves  
GABRIEL GONSALVES

SUBSCRIBED & SWORN TO before me this 14th day of November, 1988.

[Signature]  
Notary Public

88539024

I agree to the terms and provisions contained in this Condominium Rider.

Albina Gonsalves (Seal)  
-Borrower  
ALBINA H. GONSALVES (Seal)  
-Borrower  
(Seal)  
-Borrower  
(Seal)  
-Borrower  
(Sign Original Only)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

THIRD LEGISLATIVE YEAR OF ELECTION

COOK COUNTY CLERK

RECORDED

COOK COUNTY CLERK

# UNOFFICIAL COPY CONDOMINIUM RIDER 4

THIS CONDOMINIUM RIDER is made this 17TH day of NOVEMBER, 19 88 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

FIRST ILLINOIS BANK OF EVANSTON, N.A. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2035 GRANVILLE UNIT 804 C CHICAGO ILLINOIS 60660  
(Property Address)

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

GRANVILLE COURTS CONDOMINIUM [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.

Albina W. Gonsalves (Seal)  
Borrower

ALBINA W. GONSALVES (Seal)  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

(Sign Original Only)

28539024



# UNOFFICIAL COPY

FIRST ILLINOIS BANK OF EVANSTON, ILL.

MEMORANDUM FOR THE BOARD OF DIRECTORS

Property of Cook County Clerk's Office

MEMORANDUM FOR THE BOARD OF DIRECTORS

Date:

Time:

Page:

MEMORANDUM FOR THE BOARD OF DIRECTORS