

WARRANTY DEED  
Statutory (ILLINOIS)  
(Corporation to Individual)

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88094068

COOK  
CO. REC. 019

151670



STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT. OF REVENUE  
1750

REAL ESTATE TRANSFER TAX  
STAMP  
1750

COOK COUNTY  
REAL ESTATE TRANSACTION TAX  
STAMP  
1750

COOK COUNTY  
REAL ESTATE TRANSACTION TAX  
STAMP  
1750

CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
STAMP  
1750

CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
STAMP  
1750

88094068

THE GRANTOR

PATHWAY FINANCIAL, a Federal Association

a corporation created and existing under and by virtue of the laws of the United States of America and duly authorized to transact business in the State of Illinois, for and in consideration of the sum of TEN AND NO/100

(\$10.00) DOLLARS, and other good and valuable consideration in hand paid, and pursuant to authority given by the Board of Directors

of said corporation, CONVEYS and WARRANTS to PETER GAZIVODA and MARIA GAZIVODA, his wife

as joint tenants 5740 N. Sheridan, Unit 17C, Chicago, Illinois

the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1988 MAR -4 PM 1:05

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Permanent Real Estate Index Number(s): 14-05-106-022-1044 A1

Address(es) of Real Estate: 5740 N. SHERIDAN, UNIT 17C, CHICAGO, ILLINOIS

In Witness Whereof, said Grantor has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its Vice President, and attested by its Secretary, this 18th day of February, 1988.

PATHWAY FINANCIAL, a Federal Association

IMPRESS  
CORPORATE SEAL  
HERE

BY Arnold Cohen Vice PRESIDENT  
ATTEST: Richard C. Wolff SECRETARY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Arnold Cohen personally known to me to be the Vice President of the PATHWAY FINANCIAL, a Federal Association

corporation, and Richard C. Wolff personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 18th day of February, 1988

Commission expires April 7, 1991 Patricia M. George NOTARY PUBLIC

This instrument was prepared by Steven D. Rakich, 4749 Lincoln Mall Dr., Suite 204 (NAME AND ADDRESS) Matteson, IL 60443

MAIL TO: Mark Dabrowski (Name)  
33 N. Dearborn #1530 (Address)  
Chicago, IL 60602 (City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:  
Peter Gazivoda (Name)  
5740 N. Sheridan, Unit 17C (Address)  
Chicago, Illinois 60660 (City, State and Zip)

OR RECORDER'S OFFICE BOX NO. 1000

7149 329 593 6516

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**WARRANTY DEED**

**Corporation to Individual**

**PATHWAY FINANCIAL, a Federal**

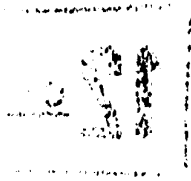
**Association**

**TO**

**PETER GAZIVODA**

**MARIA GAZIVODA, his wife**

65000000



Property of Cook County Clerk's Office

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

65000000

# UNOFFICIAL COPY

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UNIT NUMBER 17-"C" AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THE SOUTH 25 FEET OF LOT 4 AND ALL OF LOT 5 AND 6 IN BLOCK 6 IN COCHRAN'S ADDITION TO EDGEWATER, IN SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 41091 RECORDED AS DOCUMENT 24231378, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

SUBJECT TO: (a) covenants, conditions and restrictions of record, terms provisions, covenants and conditions of the Declaration of Condominium and all amendments, if any, thereto; (b) private, public and utility easements including any easements established by or implied from the Declaration of Condominium or amendments thereto, if any, and roads and highways, if any; (c) encroachments, if any; (d) party wall rights and agreements, if any; (e) existing leases and tenancies; (f) limitations and conditions implied by the Condominium Property Act; (g) special taxes or assessments for improvements not yet completed; (h) any unconfirmed special tax or assessment; (i) installments not due at the date hereof or any special tax or assessment for improvements heretofore completed; (j) mortgage or trust deed specified below, if any; (k) general taxes for the year 1987 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year 1987; (l) installments due at the date of closing of assessments established pursuant to the Declaration of Condominium.

Clerk's Office  
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COOK COUNTY, ILLINOIS  
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MORTGAGE

16-005225-4

15.00

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 25 19 88 The mortgagor is PETER GAZIVODA AND MARIA GAZIVODA, HIS WIFE

("Borrower"). This Security Instrument is given to PATHWAY FINANCIAL

which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose address is 20821 SOUTH CICEPO AVENUE MATTESON, ILLINOIS 60443-1692 ("Lender").

Borrower owes Lender the principal sum of THIRTY ONE THOUSAND FIVE HUNDRED AND NO/100

Dollars (U.S. \$ 31,500.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 17, 2018. 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: UNIT NUMBER 17-"C" AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THE SOUTH 25 FEET OF LOT 4 AND ALL OF LOTS 5 AND 6 IN BLOCK 6 IN COCHRAN'S ADDITION TO EDGEWATER, IN SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 41091 RECORDED AS DOCUMENT 24231378, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

MORTGAGOR FURTHERMORE EXPRESSLY GRANTS TO THE MORTGAGEE ITS SUCCESSORS, AND ASSIGNS AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION AND ALL OTHER RIGHTS AND EASEMENTS OF RECORD FOR THE BENEFIT OF SAID PROPERTY. THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

14-05-406-022-1044

which has the address of 5740 N. SHERIDAN ROAD-UNIT 17-C CHICAGO Illinois 60660 ("Property Address"); (Zip Code) (Street) (City)

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

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

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

11 2732933 michelle

88094069

20821 SOUTH CICEHO AVENUE  
MATTESON, ILLINOIS 60443-1692

PATHWAY FINANCIAL

RECORD AND RETURN TO:

BOX 425  
MATTESON, IL 60443-1692

PREPARED BY:  
MARIE PANCAMO

My Commission expires: 4.14.88

*Janet A. ...*  
Notary Public

Given under my hand and official seal, this 25 day of February, 1988

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

ARE personally known to me to be the same person(s) whose name(s)

do hereby certify that PETER GAZIVODA AND MARIA GAZIVODA, HIS WIFE

a Notary Public in and for said county and state.

County is:

STATE OF ILLINOIS, Cook  
The undersigned

[Space Below This Line for Acknowledgment]

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

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

*Maria Gazivoda*  
\_\_\_\_\_  
(Seal)  
-Borrower  
MARIA GAZIVODA

*Peter Gazivoda*  
\_\_\_\_\_  
(Seal)  
-Borrower  
PETER GAZIVODA

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
- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Planned Unit Development Rider

23. Rider 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 prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may pursue this Security Instrument by judicial proceeding, including, but not limited to, reasonable attorneys' fees and costs of title evidence. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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