

# UNOFFICIAL COPY

COOK COUNTY REAL ESTATE TRANSACTION TAX

REVENUE STATE WARRANT DEED 31.00

88225311

THE GRANTOR Loretta H. Miller, a widow not since remarried, residing at 2440 West Diversey, in the City of Chicago, County of Cook and State of Illinois, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, in hand paid, does hereby CONVEY AND WAKRANT:

an undivided one-half interest to Juan A. Cruz, a bachelor, and Cristina Diaz, a spinster, of 2636 North Harding, Chicago, IL, as joint tenants, with a right of survivorship; and an undivided one-half interest to Pablo Pabon and Olga Pabon, his wife, of 2241 North Spaulding, Chicago, IL, as joint tenants, with a right of survivorship; said undivided one-half interests to being held as tenants in common, without a right of survivorship;

the following described real estate, to wit:

LOT 34 IN BLOCK 2 IN CARTER'S ADDITION TO MAPLEWOOD, SAID ADDITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; COMMONLY KNOWN AS

2440 WEST DIVERSEY, CHICAGO, IL 60647

P.I.N. 13-25-229-014, VOL. 528

SUBJECT TO: covenants, conditions and restrictions of record; private, public and utility easements; roads and highways; party wall rights and agreements; general taxes for the year 1987 and subsequent years; and all encroachments and defects disclosed by a plat of survey dated October 1, 1987, certified by Paul F. Misturak of Certified Survey, Chicago, IL;

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 29<sup>th</sup> day of April, 1988.

*Loretta H. Miller*

Loretta H. Miller

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for the County and State aforesaid, DO

S1157354  
S1157354  
Unit x

CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
465.00

STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
88225311

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Property of Cook County Clerk's Office

# UNOFFICIAL COPY

8 8 2 2 5 3 1 1

HEREBY CERTIFY that

Loretta H. Miller, a widow not since remarried

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

DEPT-01 \$12.25  
T#1444 TRAN 2728 05/26/88 09:17:00  
#8802 #D \*-88-225311  
COOK COUNTY RECORDER

SEAL

Given under my hand and official seal this 19 day of May, 1988.

My Commission expires My Commission Expires Mar. 25, 1991

Allen H. ...  
Notary Public

This Instrument was prepared by Arne G. Jarnholm, attorney at law, 1505 West Roscoe, Chicago, IL.

After Recording, Mail To:

-88-225311

JUAN CRUZ  
PABLO + OLGA PABON  
CRISTINA DIAZ

2440 W. Diversey  
CHGO ILL 60647

88225311

12<sup>00</sup> MAIL 2





88225312

DEPT-01 14.25  
TR444 TRAN 2728 05/26/88 09:17:00  
#6803 # D # -88-225312  
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

A-2789

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... April 30 .....  
19.88... The mortgagor is ..... JUAN A. CRUZ, ..... a bachelor and PABLO PABON AND OLGA PABON, his wife and  
Cristina XRRXSKNA DIAZ ..... a single ..... ("Borrower"). This Security Instrument is given to .....  
LIBERTY SAVINGS ..... which is organized and existing  
under the laws of ..... State of Illinois ..... and whose address is .....  
7111 W. Foster Av. Chicago, IL 60656 ..... ("Lender").  
Borrower owes Lender the principal sum of ..... FORTY FIVE THOUSAND AND NO/100 .....  
Dollars (U.S. \$45,000.00 .....). 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 ..... June 1 2003 ..... 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:

LOT 34 IN BLOCK 2 IN CARTER'S ADDITION TO MAPLEWOOD, SAID ADDITION  
BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.\*\*

Commonly known as 2440 W. Diversey Chicago, IL 60647  
Permanent Index Number 13-25-229-014

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which has the address of ..... 2440 W. Diversey ..... Chicago .....  
[Street] [City]  
Illinois ..... 60647 ..... ("Property Address");  
[Zip Code]

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.

14<sup>00</sup> MAIL

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W&A X 51157354

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My Commission Expires Mar. 25, 1996

My Commission Expires:

(SEAL)

Notary Public  
Betty L. ...  
1988

Witness my hand and official seal this 19th day of May 1988

(he, she, they)

they, executed said instrument for the purpose herein set forth.

before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act and deed and that

I, a Notary Public in and for said county and state, do hereby certify that ...

STATE OF Illinois  
COUNTY OF Cook  
SS: ...

Property of Cook County

[Space Below for line for Acknowledgment]

Borrower (Seal) ...  
Borrower (Seal) ...

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

- Adjustable Rate Rider
Graduate Payment Rider
Planned Unit Development Rider
2-4 Family Rider
Others(s) [specify]

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 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 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 foreclose this Security Instrument by judicial proceeding, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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