

WARRANTY DEED  
JOINT TENANCY  
Statutory IL (INCIS)  
(Individual to Individual)

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CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR Christa G. Stickney, married to  
Kent Stickney, her husband

89431126

of the Village of Hazelcrest County of Cook  
State of Illinois for and in consideration of  
ten and no/100 ----- (\$10.00) ----- DOLLARS,  
and other good and valuable consideration in hand paid,

CONVEY and WARRANT to  
Rodney L. Johnson and Sharon Johnson, his wife  
9300 S. Loomis  
Chicago, Illinois

(The Above Space For Recorder's Use Only)

(NAMES AND ADDRESS OF GRANTEE(S))

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 150 in Pacesetter Knollcrest, Hary M. Quinn Memorial Subdivision, a  
Subdivision of part of the North West 1/4 of the North East 1/4 and part  
of the North East 1/4 of the North West 1/4 of Section 36, Township 36  
North, Range 13 East of the Third Principal Meridian, in Cook County,  
Illinois.

Subject to: - covenants, condtion, easement and restrictions of record.  
- general taxes for 1989 and subsequent years.

89431126

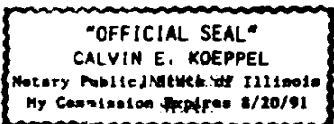
hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of  
Illinois. TO HAVE AND TO HOLD said premises not in tenancy in common, but in joint tenancy forever.

Permanent Real Estate Index Number(s): 28-36-103-0.6

Addres(s) of Real Estate: 2806 Knollwood Hazelcrest, Illinois

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)  
Christa G. Stickney (SEAL)  
Kent Stickney (SEAL)

State of Illinois, County of Du Page ss. I, the undersigned, a Notary Public in and for  
said County, in the State aforesaid, DO HEREBY CERTIFY that  
Christa G. Stickney and Kent Stickney, her husband



personally known to me to be the same person s, whose names are subscribed  
to the foregoing instrument, appeared before me this day in person, and acknowl-  
edged that they signed, sealed and delivered the said instrument as their  
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 6th day of September 19 89

Commission expires August 20 19 91  
Calvin E. Koepfel  
NOTARY PUBLIC

This instrument was prepared by 675 E. Irving Park Road, Roselle, Illinois 60172  
(NAME AND ADDRESS)

Hand TO Daniel Burke  
7417 S Exchange  
Chicago, Ill. 60617

SEND SUBSEQUENT TAX BILLS TO  
Rodney L. Johnson  
2806 Knollwood  
Hazelcrest, Illinois 60429  
(City, State and Zip)

AFFIX "RIDERS" OR REVENUE STAMPS HERE

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Warranty Deed

TO

GEORGE E. COLE  
LEGAL FORMS

DEPT-01 RECORDING 212.00  
T00000 TRAM 5425 09/12/89 15:34:00  
#3074 # C \* -89-431126  
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

110457

REAL ESTATE TRANSACTION TAX  
REVENUE  
STAMP SENT 09/12/89  
4.00

4.00

92-10168

-89-431126

12 Mail

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In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

That privilege is reserved to pay the debt in whole, or in part, on any installment due date.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note

secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the note secured hereby;

(IV) amortization of the principal of the said note; and

(V) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

And as additional security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

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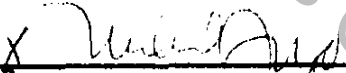
## RIDER

FMC Loan #712033-0  
FHA Case #131:5827091-734

This Rider, attached to and made part of The Mortgage, Mortgage Deed, Deed of Trust, Security Deed or Vendor's Lien (the "Security Instrument") between ---Michael J. Meyers, divorced and not since remarried----- (the "Borrower") and Fleet Mortgage Corp. (the "Lender") dated 9/13, 19 89, revises the Security Instrument as follows:

The Lender shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this Security Instrument to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Borrower, pursuant to a contract of sale executed not later than 12 months (24 months if the property is not the principal or secondary residence of the borrower) after the date on which the Security Instrument is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

Dated September 13th, 19 89.

  
Borrower Michael J. Meyers, divorced and  
not since remarried

\_\_\_\_\_  
Borrower

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## Security Instrument Condominium Rider

FMC Loan #712033-0  
FHA Case #131:5827091-734

This Rider, attached to and made part of the Security Instrument (Mortgage, Mortgage Deed, Deed of Trust, Security Deed or Vendor's Lien) between Michael J. Meyers, divorced and not since remarried (the "Borrower") and Fleet Mortgage Corp. (the "Lender") dated 9/13, 19 89, revises the Security Instrument as follows:

The borrower covenants that he will pay his share of the common expenses or assessments and charges by the Association of Owners as provided in the instruments establishing the condominium.

As used herein, the term 'assessments', except where it refers to assessments and charges by the Association of Owners, shall mean 'special assessments' by state or local governmental agencies, districts or other public taxing or assessing bodies.

If this Security Instrument and Note are insured under Section 234(c) of the National Housing Act, such Section and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provision of this or other instruments executed in connection with this Security Instrument and Note which are inconsistent with said Section of the National Housing Act or Regulations are hereby amended to conform thereto.

X Michael J. Meyers 9-13-89  
Borrower Michael J. Meyers, Date  
divorced and not since remarried

\_\_\_\_\_  
Borrower Date

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All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

That if the premises, or any part thereof, be condemned under any power of eminent domain or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within --ninety-- days from the date hereof) written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the --ninety-- days' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

In the event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And in the event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness,

costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And in case of foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And there shall be included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

It is expressly agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

66-36517

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Witness the hand and seal of the Mortgagor, the day and year first written.

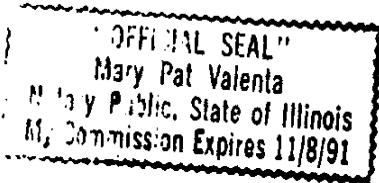
Michael J. Meyers (SEAL) \_\_\_\_\_ (SEAL)  
 Michael J. Meyers, divorced and not  
 since remarried  
 \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

State of Illinois )  
 ) ss:  
 County of Cook )

I, \_\_\_\_\_ the undersigned \_\_\_\_\_, a notary public, in and for the county and State aforesaid, Do Hereby Certify That \_\_\_\_\_ Michael J. Meyers, divorced and not since remarried \_\_\_\_\_ and \_\_\_\_\_ his wife, 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 \_\_\_\_\_ he \_\_\_\_\_ signed, sealed, and delivered the said instrument as \_\_\_\_\_ his \_\_\_\_\_ 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 Notarial Seal this

day \_\_\_\_\_, A.D. 19 89



Mary Pat Valenta  
 Notary Public

Doc. No.

Filed for Record in the Recorder's Office of

County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19

at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ page \_\_\_\_\_

Prepared By:

FLEET MORTGAGE CORP.  
 6160 North Cicero Avenue  
 Chicago, Illinois 60646

894305A7



UNOFFICIAL COPY

5.5  
850 P. 2098  
OR DUPLICATE

3824448

1999 SEP 13 AM 10:29  
CAROL ROSEBERRY GRAU  
REGISTRAR OF TITLES

17

COOK COUNTY REGISTERAR  
ORIGINAL  
DUPLICATE  
3824448  
G.I.T.

GREATER ILLINOIS  
TITLE COMPANY

# BOX 116  
278521

Property of Cook County Clerk's Office

89-230547

COOK COUNTY RECORDER  
15586  
15586  
15586