

QUIT CLAIM DEED - JOINT TENANCY
State of ILLINOIS
(Individual to Individual)

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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THE GRANTOR
WARREN BAKER, a bachelor

of the City of Chicago County of Cook
State of Illinois for the consideration of
TEN AND NO/100(\$10.00) DOLLARS,
in hand paid,

CONVEY S and QUIT CLAIM S to

DOUGLAS SHER AND MARIANNE PARKHILL, husband and wife, both of 1247 W Barry, Chicago, Cook County, Illinois 60657
(NAMES AND ADDRESS OF GRANTEES)

(The Above Space For Recorder's Use Only)

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:

See Exhibit "A" attached hereto and made a part hereof

Property of Cook County

ALERT UNDER PROVISIONS OF PARAGRAPH SEC. 200.1-2 (B-6) OR PARAGRAPH SEC. 200.1-4 (B) OF THE CHICAGO TRANSACTION TAX ORDINANCE.
7/25/89
DATE

Warren Baker
7/25/89

Section 4.

except under provisions of Paragraphs OR REVENUE STAMPS HERE
State Transfer
Page, Belong to Representative
7/25/89

hereby releasing and waiving all rights under and by virtue of the Homestead exemption 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): 13-15-411-008-000

Address(es) of Real Estate: 4221 North Kedvale Avenue, Chicago, Illinois

DATED this 25th day of July 1989

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
(SEAL) WARREN BAKER (SEAL)
(SEAL) (SEAL)

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

WARREN BAKER, a bachelor 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 official seal, this 25th day of July 1989

Commission expires 11/10/1991 Expires July 10, 1991
K. M. Starnely
NOTARY PUBLIC

This instrument was prepared by Michael S. Mandell, Horwood, Marcus & Braun
333 West Wacker Drive, Suite 2800, Chicago, IL 60606

MAIL TO { Douglas Sher and Marianne Parkhill
(Name)
4221 North Kedvale Avenue
(Address)
Chicago, IL 60641
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO
Douglas Sher and Marianne Parkhill
(Name)
4221 North Kedvale Avenue
(Address)
Chicago, IL 60641
(City, State and Zip)

OR RECORDER'S OFFICE BOX NO. BOX 333 - GG

89343367

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Quit Claim Deed

JOINT TENANCY
INDIVIDUAL TO INDIVIDUAL

TO

Property of Cook County Clerk's Office

GEORGE E. COLE®
LEGAL FORMS

29335368

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EXHIBIT "A"

Lot 16 in Block 9 in Irving Park a Subdivision of the South East 1/4 of Section 15 and the North 1/2 of the North East 1/4 of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Subject to:

Covenants, conditions and restrictions of record which are not violated and which do not adversely affect the use of the property as a residential apartment building; public utilities, easements; general taxes for the year 1988 and subsequent years.

Property of Cook County Clerk's Office

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PARCEL 1:
LOT 381 IN JOHN P. ALTGELDS SUBDIVISION OF BLOCKS 1, 2, 3, 4, 7 AND THE
NORTH 1/2 OF BLOCK 6 IN THE SUBDIVISION OF THAT PART LYING NORTH EAST
OF CENTER LINE OF LINCOLN AVENUE OF THE NORTH WEST 1/4 OF SECTION 29,
TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

PARCEL 2:
EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM AMERICAN
NATIONAL BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED
SEPTEMBER 26, 1961 AND KNOWN AS TRUST NUMBER 16988 TO PETER S. FANALE
AND PHYLLIS A. FANALE DATED DECEMBER 26, 1962 AND RECORDED FEBRUARY 7,
1963 AS DOCUMENT 13715610 FOR INGRESS AND EGRESS OVER THAT PART FALLING
IN LOT 360 OF THE FOLLOWING DESCRIBED STRIP: THAT PART OF LOTS 380 AND
381 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST
CORNER OF SAID LOT 380; THENCE WEST ALONG THE NORTH LINE OF SAID LOT
380; A DISTANCE OF 1.30 FEET; THENCE SOUTHERLY ALONG A STRAIGHT LINE, A
DISTANCE OF 64.98 FEET TO A POINT 1.88 FEET WEST OF THE EAST LINE OF
SAID LOT 380; THENCE SOUTHERLY TO A POINT 71.78 FEET SOUTH OF THE NORTH
LINE AND 1.06 FEET WEST OF THE EAST LINE OF SAID LOT 360, THENCE SOUTH
TO A POINT ON THE SOUTH LINE OF SAID LOT 380, WHICH IS 0.35 FEET WEST
OF THE SOUTH EAST CORNER THEREOF, THENCE EAST ALONG THE SOUTH LINE OF
SAID LOTS 380 AND 381, A DISTANCE OF 2.30 FEET; THENCE NORTH TO A POINT
52.24 FEET NORTH OF THE SOUTH LINE AND 1.79 FEET EAST OF THE WEST LINE
OF SAID LOT 381; THENCE NORTHERLY TO A POINT 62.22 FEET SOUTH OF THE
NORTH LINE AND 1.97 FEET EAST OF THE WEST LINE OF SAID LOT 381; THENCE
NORTH TO A POINT ON THE NORTH LINE OF SAID LOT 381, WHICH IS 2.35 FEET
EAST OF THE NORTH WEST CORNER THEREOF; THENCE WEST TO THE POINT OF
BEGINNING IN JOHN P. ALTGELDS SUBDIVISION OF BLOCKS 1, 2, 3, 4, 7 AND
THE NORTH 1/2 OF BLOCK 6 IN SUBDIVISION OF THAT PART LYING
NORTHEASTERLY OF THE CENTER LINE OF LINCOLN AVENUE OF THE NORTH WEST
1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Clerk's Office

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This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability (in the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest thereon) or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the grantor, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid, and not personally

[Signature]
Vice-President
[Signature]
Assistant Secretary

ATTEST

STATE OF ILLINOIS
COUNTY OF COOK

KAREN E. BURNS

DO HEREBY CERTIFY, that *[Signature]* J. MICHAEL WELLS, Vice-President of the AMERICAN NATIONAL BANK

AND TRUST COMPANY of Chicago, and *[Signature]* Victor H. Johanson, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this *[Signature]* day of *[Signature]* A. D. 19*[Signature]*
Notary Public, State of Illinois
My Commission Expires 8/27/06

Notary Public

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2-4 FAMILY RIDER (Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this 25th day of July, 1989, 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 HARRIS BANK WILMETTE, N.A. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1247 W. Barry, Chicago, IL 60657

(Property Address)

2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

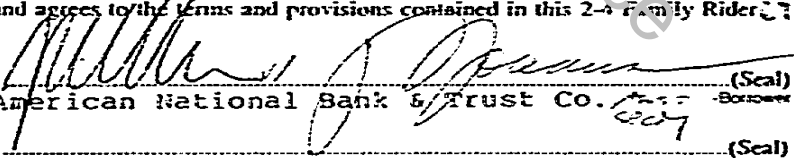
If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.


American National Bank & Trust Co. (Seal)

(Seal)
Borrower

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3 9 3 4 3 3 6 5

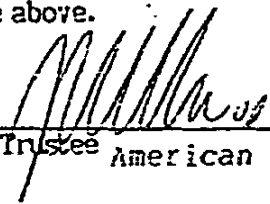
LAND TRUST RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider is dated July 25, 19 89 and is a part of and amends and supplements the Mortgage/Deed of Trust, ("Security Instrument") of the same date executed by the undersigned ("Trustee") to secure a Note of the same date to Harris Bank Wilmette, N A ("Note Holder"). The Security Instrument covers the property described in the Security Instrument and located at: 1247 W. Barry, Chicago, IL 60657.

The Trustee agrees that the Security Instrument is amended and supplemented to read as follows:

- A. The property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the right of the Trustee or of any beneficiary of the Trust Agreement executed by the Trustee and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- B. The entire principal sum remaining unpaid together with accrued interest thereon shall, at the Note Holder's election and without notice, be immediately due and payable if all or any part of the Property or any right in the Property is sold or transferred without the Lender's prior written permission. Sale or transfer means the conveyance of the Property or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, assignment of beneficial interest in a land trust or any other method of conveyance of real or personal property interests.
- C. The Trustee warrants that it possesses full power and authority to execute this Security Instrument.
- D. This Security Instrument is executed by the Trustee, not personally but as Trustee in the exercise of the authority conferred upon it as Trustee under Trust No. 108839-08. The Trustee is not personally liable on the Note secured by this Security Instrument.

By signing this Rider, I agree to all of the above.


Trustee American National Bank & Trust Co.

890248365