

UNOFFICIAL COPY

MAIL TO: (Name) Dave Chen (Address) 1401 East 55th St. #803N (City, State and Zip) Chicago, IL 60603

(Name) Fred J. Levy (Address) 1459 E. Hyde Park Blvd (City, State and Zip) Chicago, IL 60603

SEND SUBSEQUENT TAX BILLS TO:

89343378

WARRANTY DEED
 STATUTORY (ILLINOIS)
 (Individual to Individual)

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

THE GRANTOR HELEN W. CHU, a spinster

of the City of San Leandro, County of Alameda, State of California, for and in consideration of ten and no/100 (\$10.00) DOLLARS, & other good & valuable considerations in hand paid, CONVEYS AND WARRANTS TO DAVE CHEN OF 510 South Kenwood Avenue, Apt. 602, Chicago, Illinois (NAME AND ADDRESS OF GRANTEE)

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

SUBJECT ATTACHED HERETO, INCORPORATED, BY REFERENCE AND MADE A PART HEREOF COOK COUNTY, ILLINOIS FILED FOR RECORD 1989 JUL 26 PM 3:00

CITY OF CHICAGO * REAL ESTATE TRANSACTION TAX * 188.75 * DEPT. OF REVENUE JUL 26 1989 * POLICE

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

Permanent Real Estate Index Number(s): 20-14-202-076-1025

Address(es) of Real Estate: Unit 803N at 1401 East 55th Street, Chicago, Illinois

DAIVED this 18th day of July 19 89

HELEN W. CHU (SEAL)

HELEN W. CHU (SEAL)

State of Illinois, County of Alameda

Alameda

ss., I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HELEN W. CHU, a spinster 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 the 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.

Given under my hand and official seal, this 18th day of July 19 89

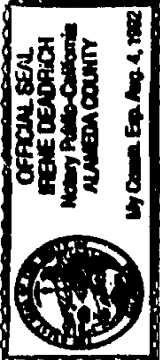
Commission expires 8-4-92

1992

NOTARY PUBLIC

100 W. Monroe, Chicago, IL 60603

(NAME AND ADDRESS)



Cook County

REAL ESTATE TRANSACTION TAX

REVENUE STAMP JUL 26 1989

12111

13.25

STATE OF ILLINOIS

REAL ESTATE TRANSFER TAX

REVENUE DEPT. OF JUL 26 1989

13.25

72-13-939A

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Property of Cook County Clerk's Office

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Warranty Deed
INDIVIDUAL TO INDIVIDUAL

TO

GEORGE E. COLE
LEGAL FORMS

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SCHEDULE ATTACHED TO WARRANTY DEED BETWEEN HELEN W. CHU, GRANTOR AND DAVE CHEN, GRANTEE

Unit Number(s)' 803-N', in University Park Condominium, as delineated on the survey of lots 9, 10, 13, 17, 18, 19 and part of lot 12, in Chicago Land Clearance Commission Number 1; also part of lot 22 in block 57, and part of lot 22 and of lot 3 in block 58, in Hyde Park Subdivision, all in the south east 1/4 of section 11 and the north east 1/4 of section 14, township 36 north, range 14, east of the third principal meridian, in Cook County, Illinois;

which survey is attached as Exhibit 'A' to Declaration of Condominium, recorded in the office of the Recorder of Deeds of Cook County, Illinois as document number 24684928, together with its undivided percentage interest in the common elements, in Cook County, Illinois, commonly known as Unit 803N at 1401 East 55th Street, Chicago, Illinois.

SUBJECT TO covenants, conditions and restrictions of record; terms, provisions, covenants and conditions of the Declaration of Condominium and all amendments, if any, thereto; private, public and utility easements, including any easements established by or implied from the Declaration of Condominium or amendments thereof, if any, and roads and highways, if any; party wall rights and agreements, if any; limitations and conditions imposed by the Condominium Property Act; special taxes or assessments for improvements not yet completed; any unconfirmed special tax or assessments; installments not due at the date hereof for any special tax or assessment for improvements heretofore completed; general taxes for the year 1989 and subsequent years; installments due after the date of closing assessments established pursuant to the Declaration of Condominium; and to terms and provisions of the redevelopment plan of the Chicago Land Clearance Commission, as revised and approved by the Chicago City Council by ordinance recorded as document 17458701; an encroachment by the concrete wall located on the land south and adjoining over the south line of the land, by 0.03 feet, as disclosed by the survey attached to the declaration recorded as document 24684928.

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wave, to the extent that it may lawfully do so, all right to have the mortgaged property marshaled upon any foreclosure hereof.

12. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

13. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagors or their assignee.

14. All avails, rents, issues and profits of the premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said premises, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion feels that there is no substantial uncorrected default in performance of the Mortgagors' agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagors any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at anytime to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph.

15. In the event new buildings and improvements are now being or are to be erected or placed on the premises (that is, if this is a construction loan mortgage) and if Mortgagors do not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgagee, on or before thirty days prior to the due date of the first payment of principal, or if work on said construction should cease before completion and the said work should remain abandoned for a period of thirty days, then and in either event, the entire principal and interest secured by this Mortgage and interest thereon shall at once become due and payable, at the option of Mortgagee, and in the event of abandonment of work upon the construction of the said buildings or improvements for the period of thirty days as aforesaid, Mortgagee may, at its option, also enter into and upon the mortgaged premises and complete the construction of the said buildings and improvements and moneys expended by Mortgagee in connection with such completion of construction shall be added to the principal amount of said Note and secured by these presents, and shall be payable by Mortgagors on demand, with interest at the After Maturity Rate. In the event Mortgagee shall elect to complete construction, Mortgagee shall have full and complete authority to employ watchmen to protect the improvements from depreciation or injury and to preserve and protect the personal property therein, to continue any and all outstanding contracts for the erection and completion of said building or buildings, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of Mortgagors, and to pay and discharge all debts, obligations and liabilities incurred thereby.

16. A reconveyance of said premises shall be made by the Mortgagee to the Mortgagors on full payment of the indebtedness aforesaid, the performance of the covenants and

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agreements herein made by the Mortgagors, and the payment of the reasonable fees of said Mortgagee.

17. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage; and

18. In the event this instrument is executed by only one person or entity all terms as used herein shall be understood and applied as if in their singular forms.

This Mortgage is executed by Garfield Ridge Trust & Savings Bank, 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 Trustee, 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 principal or interest notes contained shall be construed as creating any liability on the said Trustee personally to pay the said principal notes or any interest that may accrue 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 Second Party and by every person now or hereafter claiming any right or security hereunder, and that so far as First Party and its successor and said Trustee personally are concerned, the legal holder or holders of said principal and interest notes 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 principal note, provided.

IN WITNESS WHEREOF, Garfield Ridge Trust & Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Land Trust Officer, and its corporate seal to be hereunto affixed and attested by its Vice President, the day and year first above written.

BY Julie A. Novak
Title: Land Trust Officer

(SEAL)

ATTEST Florence R. Gaweda
Title: Vice President

STATE OF ILLINOIS) I, Josephine C. Wozniak a Notary Public, in and for
) ss. and residing in said County, in the State aforesaid, Do Hereby
COUNTY OF) Certify, that Julie A. Novak and Florence R. Gaweda
of said Trustee, who are personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such Land Trust Officer, and
Vice President respectively, appeared before me this 18th 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 Trustee, for the uses and purposes
therein set forth; and the said Vice President then and there acknowledged
that she, as custodian of the corporate seal of said Trustee, did affix the corporate
seal of said Trustee to said instrument as her own free and voluntary act and as the free
and voluntary act of said Trustee for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of July A.D. 1989.

Josephine C. Wozniak
Notary

Mail to: BANK OF CHICAGO
1050 W. WILSON AVE.
CHICAGO, IL 60640

FOR RECORDERS INDEX PURPOSES INSERT STREET
ADDRESS OF ABOVE DESCRIBED PROPERTY HERE:
3020 N. Kimball, Chicago, IL.

Revised 11/85

THIS DOCUMENT PREPARED BY:
Sue Melnyk
Bank of Chicago, 1050 Wilson Avenue
Chicago, Illinois 60640

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