

UNOFFICIAL COPY

WARRANTY DEED
Joint Tenancy
Statutory (ILLINOIS)
(Individual to Individual)

COOK COUNTY ILLINOIS
1990 SEP 12 PM 3:19

90445897

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.

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THE GRANTOR
James F. Alessi and Susan B. Alessi,
husband and wife

of the village of **Barrington Hills** County of **Cook**
State of **Illinois** for and in consideration of
Ten and 00/100 (\$10.00) DOLLARS,
in hand paid,

CONVEY and WARRANT to
Thomas D. & Dahlia R. Fazioli
husband and wife
3 Jane Lane, Barrington Hills, IL 60010

(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:

See Exhibit A attached hereto and made a part hereof for Legal Description

See Exhibit B attached hereto and made a part hereof for Permitted Exceptions

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.

Part of 01-03-101-015-0000; all of 01-03-101-016-0000
Part of 01-03-101-026-0000; Part of 01-03-101-014-0000

Permanent Real Estate Index Number(s).

Address(es) of Real Estate: **9 & 11 Brinker, Barrington Hills, Illinois**

DATED this **17th** day of **August** 1990

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

Susan B. Alessi
Susan B. Alessi

(SEAL)

James F. Alessi
James F. Alessi

(SEAL)

(SEAL)

17

(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

James F. Alessi and Susan B. Alessi, husband and wife
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 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.

UNOFFICIAL SEAL
Notary Public, State of Illinois

Given under my hand and official seal, this **17th** day of **August**, 1990
Commission expires **9.23 1991**

Susan B. Alessi
NOTARY PUBLIC

This instrument was prepared by **Keith J. Wenk, Horwood, Marcus & Braun Chartered**
333 West Wacker Drive, Chicago, Illinois 60606

MAIL TO { **Arthur S. Kallow**
Name
205 W. Randolph Street, Suite 950
Address
Chicago, Illinois 60606
City, State and Zip

SEND SUBSEQUENT TAX BILLS TO
Thomas D. Fazioli Name
9 & 11 Brinker Road Address
Barrington Hills, Illinois City, State and Zip

COOK COUNTY ILLINOIS
REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE
810.00
REVENUE
405.00

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Warranty Deed

IN THE COUNTY OF COOK
STATE OF ILLINOIS

TO

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office

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EXHIBIT A

THAT PART OF THE NORTH WEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING ON THE CENTER LINE OF BRINKER ROAD AT A POINT ON SAID CENTER LINE, 754.91 FEET (AS MEASURED ALONG SAID CENTERLINE) SOUTH OF THE NORTH LINE OF SAID SECTION 3; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 39.95 FEET; THENCE SOUTH 53 DEGREES 13 MINUTES 33 SECONDS EAST, FOR A DISTANCE OF 73.51 FEET; THENCE NORTH 37 DEGREES 03 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 53 DEGREES 13 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 64.60 FEET; THENCE SOUTH 37 DEGREES 10 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 33.39 FEET; THENCE SOUTH 41 DEGREES 57 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 43.89 FEET; THENCE SOUTH 51 DEGREES 37 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 68.13 FEET; THENCE SOUTH 61 DEGREES 19 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 79.07 FEET; THENCE SOUTH 59 DEGREES 35 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 75.01 FEET; THENCE SOUTH 55 DEGREES 54 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 46.84 FEET; THENCE SOUTH 58 DEGREES 29 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 26.64 FEET; THENCE SOUTH 23 DEGREES 52 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 35.20 FEET; THENCE SOUTH 43 DEGREES 39 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 44.38 FEET; THENCE SOUTH 23 DEGREES 53 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 95.03 FEET; THENCE SOUTH 51 DEGREES 10 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 115.43 FEET; THENCE SOUTH 43 DEGREES 29 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 178.93 FEET; THENCE SOUTH 35 DEGREES 27 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 156.36 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 62.20 FEET; THENCE NORTH 43 DEGREES 05 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 194.46 FEET AS MEASURED (NORTH 43 DEGREES 05 MINUTES 30 SECONDS WEST 194.46 FEET PER DEED); THENCE NORTH 82 DEGREES 27 MINUTES 30 SECONDS WEST FOR A DISTANCE 489.00 FEET AS MEASURED (NORTH 82 DEGREES 27 MINUTES 10 SECONDS WEST 489.00 FEET PER DEED); TO A POINT ON SAID CENTERLINE OF BRINKER ROAD; THENCE NORTH 01 DEGREES 26 MINUTES 50 SECONDS WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 109.28 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 535.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

PERMITTED EXCEPTIONS

1. Rights of the public, State of Illinois and the municipality in and to that part of the land falling in Brinker Road.
2. Rights of the public, State of Illinois and the municipality in and to that part of the land, if any, falling over roads and highways.
3. Restrictions contained in Deed from Spencer Otis and his wife to John Robers, dated May 1, 1914 and recorded May 21, 1914 as Document 542203, relating to the keeping open and perpetual maintenance of the system of drains into the land.
4. Agreement dated August 2, 1989 and recorded August 3, 1989 as Document 89358098 as to easement for ingress and egress over the North part of the land and easement for Northern Illinois Gas Company right of way over part of the land North of the residence.
5. Taxes for the year 1990 and subsequent years.

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STATE OF ILLINOIS)

)ss.

COUNTY OF COOK)

Keith F. Wenk, being duly sworn to, states that he resides at 533 W. Lakeside Blvd, Suite 200, Chicago, Illinois. That the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

A. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed.

-OR-

B. The conveyance falls in one of the following exemptions enumerated in said Paragraph 1.

1. The division or subdivisions of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre of any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interest therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

John P. [Signature]
for [Signature]

SUBSCRIBED and SWORN to before me this 12th day of Sept, 1990

[Signature]
NOTARY PUBLIC
OFFICIAL SEAL
Notary Public, State of Illinois
My Comm. Expires [blank]

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This instrument prepared by and return recorded document to:

BOX 333 - GG

LOAN # 0002018373

UNOFFICIAL COPY

CATHLEEN H. BRADY THE FIRST NATIONAL BANK OF CHICAGO 1901 SOUTH MEYERS ROAD, SUITE 430 OAKBROOK TERRACE, IL 60181

COOK COUNTY, ILLINOIS FILED FOR RECORD 1990 SEP 12 PM 3 10

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(Space Above This Line for Recording Date)

This instrument prepared by and should be returned to The First National Bank of Chicago Cook County, Illinois Chicago, Illinois 60670

MORTGAGE

\$ 16.00

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 10 1990. The mortgagor is THOMAS D. FAZIOLI AND DAHLIA R. FAZIOLI, MARRIED TO EACH OTHER.

This Security Instrument is given to THE FIRST NATIONAL BANK OF CHICAGO which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670.

Borrower owes Lender the principal sum of FOUR HUNDRED THOUSAND & 00/100 Dollars (U.S. \$ 400,000.00). 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 OCTOBER 1, 2020. 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:

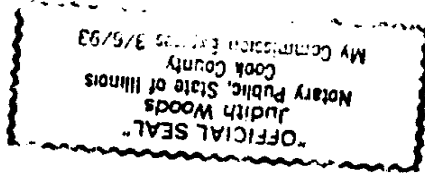
THAT PART OF THE NORTH WEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE CENTER LINE OF BRINKER ROAD AT A POINT ON SAID CENTER LINE, 754.91 FEET (AS MEASURED ALONG SAID CENTERLINE) SOUTH OF THE NORTH LINE OF SAID SECTION 3; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 39.95 FEET; THENCE SOUTH 53 DEGREES 13 MINUTES 35 SECONDS EAST, FOR A DISTANCE OF 73.51 FEET; THENCE NORTH 37 DEGREES 05 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 53 DEGREES 13 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 64.60 FEET; THENCE SOUTH 37 DEGREES 10 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 33.39 FEET; THENCE SOUTH 41 DEGREES 57 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 43.89 FEET; THENCE SOUTH 51 DEGREES 27 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 68.13 FEET; THENCE SOUTH 67 DEGREES 19 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 79.07 FEET; THENCE SOUTH 59 DEGREES 35 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 75.01 FEET; THENCE SOUTH 55 DEGREES 54 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 46.84 FEET; THENCE SOUTH 58 DEGREES 29 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 26.64 FEET; THENCE SOUTH 23 DEGREES 52 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 35.20 FEET; THENCE SOUTH 43 DEGREES 39 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 44.38 FEET; THENCE SOUTH 23 DEGREES 53 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 95.08 FEET; THENCE SOUTH 51 DEGREES 00 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 115.45 FEET; THENCE SOUTH 43 DEGREES 29 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 178.93 FEET; THENCE SOUTH 35 DEGREES 27 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 256.36 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 62.90 FEET; THENCE NORTH 43 DEGREES 05 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 194.46 FEET AS MEASURED (NORTH 43 DEGREES 05 MINUTES 30 SECONDS WEST 194.46 FEET PER DEED); THENCE NORTH 82 DEGREES 27 MINUTES 30 SECONDS WEST FOR A DISTANCE 489.00 FEET AS MEASURED (NORTH 82 DEGREES 27 MINUTES 10 SECONDS WEST 489.00 FEET PER DEED); TO A POINT ON SAID CENTERLINE OF BRINKER ROAD; THENCE NORTH 01 DEGREES 26 MINUTES 50 SECONDS WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 109.28 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 535.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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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.



Handwritten signature of Notary Public

Given under my hand and official seal, this ... day of ... 19 ... My Commission expires ...
instrument as ... free and voluntary act, for the uses and purposes herein set forth.
appeared before me this day in person, and acknowledged that ... signed and delivered the said
personally known to me to be the same person(s) whose name(s) ... subscribed to the foregoing instrument,
certify that ... a Notary Public in and for said county and state, do hereby

86854405

STATE OF ILLINOIS, ... County ss:
[Space Below This Line For Acknowledgment]

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

Handwritten signatures of THOMAS D. FAZIOLO and DANIELA R. FAZIOLO

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.

- Adjustable Rate Rider
 - Addendum to Adjustable Rate Rider
 - Graduated Payment Rider
 - Planned Unit Development Rider
 - (Others) [specify]
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.
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.
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
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)]
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 date; (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 immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. 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.