

# UNOFFICIAL COPY

ILLINOIS WARRANTY DEED

90035875

THE GRANTOR(S)

RACINE ASSOCIATES  
an Illinois general partnership

of the City of Chicago, County of Cook  
State of Illinois for and in consideration of  
Ten Dollars (\$10.00), in hand paid, hereby  
CONVEY(S) and WARRANT(S) to the Grantee,  
American National Bank and Trust Company of (The above space for  
Chicago, as Trustee U/T/A dated Jan. 5, 1990 Recorder's use only)  
known as (Name and Address of Grantee) No. 110-148-00  
the Real Estate situated in the County of Cook in the State of Illinois  
legally described on Exhibit A attached hereto, and hereby releasing and  
waiving all rights under and by virtue of the Homestead Exemption Laws of  
the State of Illinois, if any.

Permanent Real Estate Index Number(s): 14-28-315-028

Address(es) of Real Estate: 2403-2407 N. Orchard St., Chicago

Dated this 29<sup>th</sup> day of December, 1989

GRANTOR(S):

David W. Pequet      Nicholas J. Kesslering  
J. Gary Fencik      Chad Schultz

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT. OF REVENUE  
JAN 29 9 50 00  
PR 10762  
60610  
12 9 0 1 2

First American Title Linger 185  
CX37872

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 David W. Pequet,  
Nicholas J. Kesslering, J. Gary Fencik and Chad  
Schultz, all General Partners of Racine Associates  
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  
acknowledged 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.

90035875

Given under my hand and official seal, this 29<sup>th</sup> day of  
December, 1989

Commission expires August 23 19 93 Elizabeth J. Bohan  
Notary Public

This instrument was prepared by Wendy Freyer, Gardner, Carton & Douglas,  
N. Clark Street, Suite 3400, Chicago, IL 60610-4795

OFFICIAL SEAL  
ELIZABETH J. BOHAN  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. AUG. 22, 1993

MAIL TO: Box 198 - J. L. Ance

SEND SUBSEQUENT TAX BILLS TO:  
MARION CAMERON  
301 SHERIDAN RD  
WILMETTE, IL 60091

\$7125.00

107

REAL ESTATE TRANSACTION TAX  
475.00

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Property of Cook County Clerk's Office

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## EXHIBIT A

THE WEST SEVENTY (70) FEET (EXCEPT THE NORTH FIFTY (50) FEET THEREOF) OF LOT TWENTY ONE (21) IN THE SUBDIVISION OF OUT LOT "C" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION TWENTY EIGHT (28), TOWNSHIP FORTY (40) NORTH, RANGE FOURTEEN (14) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

90035876

(Space Above This Line For Recording Date)

This instrument was prepared by:

Carole M. Bull  
4456 Wolf Road  
Western Springs, IL 60558

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 22, 1990. The mortgage is AMERICAN NATIONAL BANK AND TRUST AS TRUSTEE U/T/A DTD 1/5/90 A/K/A TRUST # 110145-00 ("Borrower"). This Security Instrument is given to WESTERN SPRINGS NATIONAL BANK AND TRUST which is organized and existing under the laws of the State of Illinois and whose address is 4456 WOLF ROAD, WESTERN SPRINGS, ILLINOIS 60558 ("Lender"). Borrower owes Lender the principal sum of SEVEN HUNDRED TWELVE THOUSAND FIVE HUNDRED AND NO/100\*\*\* Dollars (U.S. \$ 712,500.00). 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 January 31, 1993. 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:

THE WEST SEVENTY (70) FEET (EXCEPT THE NORTH FIFTY (50) FEET THEREOF) OF LOT TWENTY ONE (21) IN THE SUBDIVISION OF OUT LOT "C" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION TWENTY EIGHT (28) TOWNSHIP FORTY (40) NORTH, RANGE FOURTEEN (14) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-28-315-028

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which has the address of 2403-07 NORTH ORCHARD STREET CHICAGO

Illinois ("Property Address")

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 seised 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.

First American Title Agency  
295  
091872

Proprietor  
Cook County Clerk's Office

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Bot 198-1-Lover

Please return recorded document to:  
Western Springs National Bank and Trust  
4456 Wolf Road  
Western Springs, IL 60558  
Attn: Mr. Jerry E. Nicell

Notary Public

My Commission expires:

Given under my hand and official seal this ..... day of ..... 19.....  
I, ..... do hereby certify that .....  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that .....  
signed and delivered the said instrument as ..... free and voluntary act, for the uses and purposes therein  
set forth

STATE OF ILLINOIS, ..... County ss: .....

AMERICAN NATIONAL BANK AND TRUST  
AS TRUSTEE U/T/A DTD 1/5/90  
A/K/A TRUST #110148-00  
BY: .....  
(Seal) -Borrower

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

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

23. Rider to 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 boxes)

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
Instrument and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.  
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.

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.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and  
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 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.

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.

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