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TRUSTEE'S DEED

This Indenture made this 23rd day of January, 1990 between CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 17th day of January, 1989 and known as Trust Number 1092623 party of the first part, and Melvin A. Mazgay and Marilyn Kerr, not as tenants in common, but as joint tenants. Whose address is: 10627 Troy, Chicago, Illinois, parties of the second part, Witnesseth, That said party of the first part in consideration of the sum of TEN and no/100 DOLLARS AND OTHER GOOD AND VALUABLE considerations in hand paid, does hereby CONVEY & QUITCLAIM unto said party of the second part, the following described real estate, situated in Cook County, Illinois,

SEE LEGAL DESCRIPTION ATTACHED HERETO AS RIDER AND MADE A PART HEREOF.

Permaner: tax # 27-16-209 -018+019

together with the tenements and appurtenances thereunto belonging. TO HAVE AND TO HOLD the same unto said parties of the second part forever, not in tenancy in common, but in joint tenancy and to the proper use,

benefit and bet oo' of said parties of the second part.

This Deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record

in said county to secure the phyment of money, and remaining unreleased at the date of the delivery hereof. IN WITNESS WHEREOF, will party of the first part has caused its corporate seal to be affixed, and has caused its name to be signed to these presents by it's Assistant Vice President and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, as Trustee Aforesaid

Ay see Vice President

Assis : // Secretary

State of Illinois)
County of Cook)

I, the undersigned, a Notary Public in and for the County and State, Do Hereby Certify that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are rescribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as the own free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, as custodian of the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes thesein set forth.

Given under my hand and Notarial Seal this 25th day of January, 1990.

"OFFICIAL SEAL"
Lynda S. Barrie
Notary Public, State of litinois
My Commission Expires 4/2/90

Lynds S. Barrello NOTARY PUBLIC

AFTER RECORDING, PLEASE MAIL TO:

NAME: Rich WOTHARCHSILL

ADDRESS: 11212 S HARLEM

CITY: WERTH, IL 60482

RECORDER'S BOX NUMBER 333

9866 Treetop Drive, Orland Park, Illinois Property Address

THIS INSTRUMENT WAS PREPARED BY: THOMAS V. SZYMCZYK 11) WEST WASHINGTON ST. CHICAGO, IL. 60602

60058006

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Property of Cook County Clerk's Office

UNOFFICIAL, COPY

Unit Number 7 in Cambridge/Treetop Condominium as delineated on a survey of the following described real estate: Certain lots in Treetop Subdivision Unit 1 and Treetop Subdivision Unit 2, being subdivisions of part of the South West 1/4 of the North East 1/4 of Section 16, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as exhibit "A" to the Declaration of Condominium recorded August 22, 1989 as Document 89391221 as smended, together with its undivided percentage interest in the common elements.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AFORESAID, AND GRANTOR RESERVES TO ITSELF, IT SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS Cook County Clerk's Office THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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DOK COUNTY, ILLINOIS

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-{Space Above This Line For Recording Data}--489301

MORTGAGE

\$17.00

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 23RD

19 90. The mo ga for is MELVIN A. MAZGAY, A WIDOWER AND MARILYN T. KERR, A WIDOW

("Borrower"). This Security Instrument is given to

DRAPER AND KRAMER , INCORPORATED

which is organized and existing under the laws of

ILLINOIS , and whose address is

33 WEST MONROE STREET CHICAGO, ILLINOIS 60603

("Lender").

Borrower owes Lender the principal sum of

SIXTY THOUSAND AND 00/100

Dollars (U.S. \$ 60,000.00). 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 MARCH 131, 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, payanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's cove lants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, graft and convey to Lender the following described property located in COOK County, Illinois:

SEE LEGAL RIDER ANTACHED

9008901

TAX IDENTIFICATION NUMBER:

27-16-209-018

which has the address of

9866 TREETOP DRIVE

ORLAND PARK

[City]

Illinois

60462 (Zip Code) ("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 mort-gage, 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.

ILLINOIS — Single Family — FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or and reasonable estimates of future escrow items. premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data

payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funda") equal to one-2. Funds for Texes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

i. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the prin-

cipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENAUTS. Borrower and Lender covenant and agree as follows:

which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security rower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Bor-

necessary to make up the deficiency in one or more payments as required by Lender. of the Funds back by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount Borrower's opition, either promptly repaid to Borrower or credited to Borrower on manthly payments of Funds. If the amount due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the

Funds held by Lender, ". under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

tion as a credit against the sums secured by this Security Instrument. immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of applica-

to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due. I and 2 shall be applied; first, to it to charges due under the Note; second, to prepayment charges due under the Note; third, 3. Application of Payman. Unless applicable law provides otherwise, all payments received by Lender paragraphs

under this paragraph. If Borrower makes these pay nems directly, Borrower shall promptly furnish to Lender receipts evidencing time directly to the person owed payment dorrower shall promptly furnish to Lender all notices of amounts to be paid pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on ty which may attain priority over this 20 unity Instrument, and lessehold payments or ground rents, if any. Borrower shall 4. Charges; Liens. Borrower shrili, pay all taxes, assessments, charges, fines and impositions attributable to the Proper-

is subject to a lien which may attain priority over this Security Inst ument, Lender may give Borrower a notice identifying satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property the enforcement of the lien or forfeiture of any part of the groppiny; or (c) secures from the holder of the lien an agreement the lien by, or defends against enforcement of the lien in, [egs] proceedings which in the Lender's opinion operate to prevent in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith Borrower shall prompely discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees the payments.

providing the insurance shall be chosen by Borrower subject to Lender's appreval which shall not be unreasonably withheld. insurance. This insurance shall be maintained in the amounts and for the period; that Lender requires. The insurance carrier against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires 5. Hazard Insurance, Borrower shall keep the improvements no watting or hereafter erected on the Property insured the lien. Borrower shall satisfy the lien or take one or more of the actions storth above within 10 days of the giving of notice.

of paid premiunts and renewal notices. In the event of loss, Borrower shall give prompt color to the insurance carrier and shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

of the Property damaged, if the restoration or repair is economically feasible and Lender's ter urity is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall to spoled to restoration or repair Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or erty or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the to settle a claim, then Lender may collect the insurance proceeds. Lender may ute the proceeds to repair or renore the Proprower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered applied to the sums secured by this Security Instrument, whether or not then due, with any excess p'ad to Borrower. If Borrestoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be

instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resultings postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments.

shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a lesschold, Borrower 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change

in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights 7. Protection of Lender's Rights in the Property; Mortgage Insurance, if Borrower fails to perform the covenants and shall not merge unless Lender agrees to the merger in writing.

in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. If Lender required morgage itsurfice as a condition Amaking the lean coured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Found; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's coverants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or pake any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's coverent.

12. Loan Charges. If the loan secured by this 5 curity Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) at y sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge, under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforced according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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BY SIGNING BELOW, Borrower a ccepts and agrees to the terms and covenants contained in this Security Instrument				
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2-4 Family Rider	m Rider	Ininimobno X		Check applicable Fox(es
ment without charge to Bottower, Bottower shall pay any recordation costs. 22. Waiver of Homestead. Bottower waives all right of homestead exemption in the Property. 23. Rider to this Security lastrament. If one or more riders are executed by Bottower and recorded together with this Security firstlu, mint, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Open, expensive) by this Security Instrument.				
. Lender shall release this Security Instru-	ecurity Instrument	ms secured by this S	eyment of all su	21. Release. Upon p
et (in person, by agent or by judicially ap- e the Property and to collect the rents of seiver shall be applied first to payment of anot limited to, receiver's fees, premiums ed by this Security Instrument.	sion of and managy Lender or the rec ints, including, bul	r upon, take possess ny rents collected by and collection of re	entitled to ente A .sub leag stot Of the Property	pointed receiver) shall be the Property including th the costs of management
attorneys' fees and costs of title evidence. 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time				
Instrument without further demand and may foreclose this Secutity Instrument by judicial proceeding. Leader shall be emuifed to reasonable to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable				
t the default is not cured on or before the in full of all sums secured by this Security	mmediate payment	ił stiupst Yem noliqo	e, Lender at its	olion såi ni bsiliosge stab
by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice stail further inform Borrower of the right to reinstate after acceleration and the right to nation proceeding the non-existence				
which the default must be cured; and (d) result in acceleration of the sums secured	in the notice may	ore the date specified	olsd to no ilusis	(hat failure to cure the d
eration under paragraphs 13 and 17 unless the action required to cure the default; (c)	(a) the default; (b)	iotice shall specify: (etherwise). The r	applicable law provides

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach

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