

UNOFFICIAL COPY

WARRANT DEED
Statutory (ILLINOIS)
(Individual to Individual)

90235124

THE GRANTOR, **CHARLES J. TOPP and GABRIEL M. TOPP,**
His Wife,

of the City of Northbrook, County of Cook,
State of Illinois, for and in consideration of

and other good and valuable consideration **_____** DOLLARS,
in hand paid,

CONVEY and WARRANT to

90235124

(The Above Space For Recorder's Use Only)

CHARLES J. TOPP
NAME AND ADDRESS OF GRANTEE

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

LOT 12 IN THE 1/4 SECTION 11 T. 40 N. R. 10 W. ADDITION TO MIDLAND
DEVELOPMENT, CHICAGO SOUTH SIDE VILLAGE, A SUBDIVISION IN THE SOUTHWEST 1/4 OF
SECTION 12, T. 40 N., R. 10 W., EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN THE CITY, ILLINOIS.

TO HAVE AND TO HOLD unto the GRANTEE the above described premises together with
all power, privilege, easement, and restrictions of record and all personal property taxes for 1980 and subsequent years.

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

DATED this **18th** day of **May**, 19**80**

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

Charles J. Topp
CHARLES J. TOPP

(SEAL)

Gabriel M. Topp
GABRIEL M. TOPP

(SEAL)

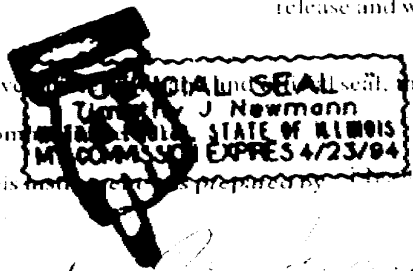
(SEAL)

(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

Charles J. Topp and Gabriel M. Topp, His Wife
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 acknowl-
edged 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.

IMPRESS
SEAL
HERE



Given under my hand and seal, this **18th** day of **May**, 19**80**
at **Northbrook, Illinois**
Timothy J. Newmann
NOTARY PUBLIC
This deed is prepared by **_____**
NAME AND ADDRESS

MAIL TO

Charles J. Topp
Name
11111 Broadway
Address
Northbrook, Illinois
City, State and Zip

ADDRESS OF PROPERTY
120 E. Burnham
Northbrook, Illinois
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED
SEND NO QUEST TAX BILLS TO

OR

RECORDERS' OFFICE, BPO # 421

Name
Address

APPEND "RIDERS" OR REVENUE STAMPS HERE

90235124

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Warranty Deed

INDIVIDUAL TO INDIVIDUAL

TO

GEORGE E. COLE®
LEGAL FORMS

Property of Cook County Clerk's Office

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Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. Subject to the provisions on arbitration, this Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

Multiple Parties; Corporate Authority. All obligations of Grantor and Borrower under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Assignment. Where any one or more of the Grantor or Borrowers are corporations or partnerships, it is not necessary for Lender to inquire into the powers of any of the Grantor or Borrowers or of the officers, directors, partners, or agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Assignment.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS Assignment, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS Assignment.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

HERITAGE TRUST COMPANY Trust #90-3980

By: Cynthia T. Sikora
*CYNTHIA T. SIKORA TRUST OFFICER & Vice Pres.

By: Jean P. Fulton
*JEAN P. FULTON TRUST OFFICER Asst. Sec.

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

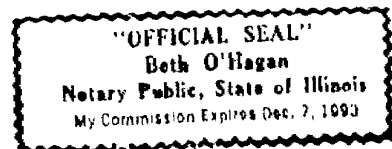
Asst. Sec.

On this 7th day of May, 1990, before me, the undersigned Notary Public, personally appeared *Cynthia T. Sikora and *Jean P. Fulton, TRUST OFFICER and TRUST OFFICER of HERITAGE TRUST COMPANY, and known to me to be authorized agents of the corporation that executed the Assignment of Rents and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

By Beth O'Hagan
Notary Public In and for the State of Illinois

Residing at 17500 S. Oak Park Ave., Tinley Park
My commission expires 12-7-93

It is expressly understood and agreed by and between the parties hereto, notwithstanding the contrary not withstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to bind the Trustee, and all of the parties, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the benefit or with the intention of binding said Trustee personally but are made and intended for the purpose of only that portion of the trust property specifically described herein, and this instrument is executed and signed by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal responsibility is assumed by her shall at any time be asserted or enforceable against Heritage Trust Company, under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.



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COOK COUNTY CLERK'S OFFICE
PROPERTY OF COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE
PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY 90233437

90233437

DEPT-01 RECORDING 516.25
T33333 TRAN 7321 05/18/90 15:45:00
16345 + * - 90 - 233437
COOK COUNTY RECORDER

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This instrument was prepared by:

Regas, Frezados & Harp
(Name)

111 W. Washington, Chicago, IL
(Address) 60602

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 15
1990. The mortgagor is Bernard Small
and John Rentas ("Borrower"). This Security Instrument is given to Anthony Bottalla
Chicago, Illinois 60618 and whose address is 2934 North California
Chicago, Illinois 60618 ("Lender").
Borrower owes Lender the principal sum of Forty-five Thousand one hundred and xx/100
45,100.00 Dollars (U.S. \$ 45,100.00). This debt is evidenced by Borrower's note
dated the same day as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on October 18, 1990. 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:

see legal description attached hereto

which has the address of 3615 W. Shakespeare Chicago
(Street) (City)
Illinois 60647
(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, timber 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 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.

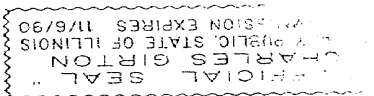
ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT
BANKERS TRUST COMPANY, 111 W. WASHINGTON, CHICAGO, ILL. 60602

Form 3014 12/83

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold

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Notary Public
Charles Gorton
18 May 1990

My Commission expires: 11-6-90

Given under my hand and official seal, this _____ day of _____, 1990, _____ do hereby certify that _____ a Notary Public in and for _____ State of Illinois, _____ County ss: _____

[Space Below This Line For Acknowledgment]

(Seal) Borrower
Bernard Small
(Seal) Borrower
Bernard Small

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.

- Other(s) [Specify]
 - Graduated Payment Rider
 - Adjustable Rate Rider
 - Condominium Rider
 - Planned Unit Development Rider
 - 2-1 Family Rider
- Instrument (Check applicable boxes)
23. Rider to this Security Instrument. The covenants and agreements of each 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.
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
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.
20. Lender in Possession. Upon acceptance of this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
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 15 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 by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to restate 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, including, but not limited to, collection of all sums secured by this Security Instrument, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

17. 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 15 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 by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to restate 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, including, but not limited to, collection of all sums secured by this Security Instrument, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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Instrument (Check applicable boxes)

- Other(s) [Specify]
- Graduated Payment Rider
- Adjustable Rate Rider
- Condominium Rider
- Planned Unit Development Rider
- 2-1 Family Rider

(Seal) Borrower
Bernard Small
(Seal) Borrower
Bernard Small

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.

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, _____ County ss: _____

do hereby certify that _____ a Notary Public in and for _____ State of Illinois, _____ County ss: _____

Given under my hand and official seal, this _____ day of _____, 1990, _____ do hereby certify that _____ a Notary Public in and for _____ State of Illinois, _____ County ss: _____

My Commission expires: 11-6-90

Notary Public
Charles Gorton
18 May 1990

Notary Public Seal for Charles Gorton, State of Illinois, Commission Expires 11/6/90.

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LEGAL DESCRIPTION

Lot 47 in Albert Wisner's Subdivision of the South 1/2 of Block 5 of Hambleton's Subdivision of the East 1/2 of the North West 1/4 of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 13-35-123-016-0000

Commonly known as 3615 West Shakespeare, Chicago, Illinois

Property of Cook County Clerk's Office

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