

UNOFFICIAL COPY

90347942

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State of Illinois
AP 7: 1825778

MORTGAGE

FHA Case No.
151:6102562-703

THIS MORTGAGE ("Security Instrument") is made on JUNE 21, 19 90.

The Mortgagor is
MANUEL A. SIGARON MARRIED TO MORENA SIGARON
AND PEDRO SIGARON, A BACHELOR

DEPT-01 RECORDING \$15.25
T#4444 TRAN 5793 07/19/90 14:59:00
#8818 # 0 * -90 -347942
COOK COUNTY RECORDER

whose address is 2963 NORTH RIDGEMAY AVENUE
CHICAGO, IL 60647

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

CENTURY MORTGAGE CORPORATION
which is organized and existing under the laws of THE STATE OF CALIFORNIA, and whose
address is 350 S.W. 12TH AVE. DEERFIELD BEACH, FL 33442

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED NINE THOUSAND SIX HUNDRED SIXTY FOUR AND 00/100

Dollars (U.S. \$ 109,664.00). 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 JULY 1, 2000. 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 6 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

90347942 COOK County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION

P.I.N. 13 26 117 018

LOT 17 IN JOHN B. DAWSON'S SUBDIVISION OF THE SOUTHEASTERLY 1/2 OF LOTS 8 AND LOTS 4 AND 5 OF DAWSON'S SUBDIVISION OF LOT 9 IN DAVLIN, KELLEY AND CARROLL'S SUBDIVISION OF THE NORTHWEST 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 2963 NORTH RIDGEMAY AVENUE CHICAGO
Illinois 60647 (ZIP Code), ("Property Address");

90347942 (Street, City),

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 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.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

S1233978 OR
M

Manuel

UNOFFICIAL COPY

OFFICIAL SEAL
DAVID R. ROSEBERRY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/18/90

DEENFIELD BEACH, IL 60112
350 S.W. 12 AVENUE
CENTRUST MORTGAGE CORPORATION

Record and return to:
This instrument was prepared by: LAURIE HAYKUN

My Commission expires: 11/18/90

Notary Public
David R. Roseberry

I, David R. Roseberry, a Notary Public in and for said county and state do hereby certify that Manuel A. Sizaron, married to Morena Sizaron, a bachelor and Morena Sizaron, married to Manuel A. Sizaron, signing solely for the purpose of waiving her homestead interest, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this _____ day of _____, 1990.

STATE OF ILLINOIS

DuPage County ss:

MORENA SIZARON IS SIGNING SOLELY FOR THE PURPOSE OF WAIVING HER HOMESTEAD INTEREST
MANUEL A. SIZARON
PLANNED UNIT DEVELOPMENT RIDER
Borrower (Seal)
Borrower (Seal)
Borrower (Seal)
Page 4 of 4

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

Acceleration Clause, Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 90 days from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 90 days from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such inability. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the secretary.
Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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 in a part of this Security Instrument. (Check applicable box(es))
 Condominium Rider
 Planned Unit Development Rider
 Adjustable Rate Rider
 Graduated Payment Rider
 Growing Equity Rider
 Other

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
18. 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.
19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

90347942

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Any application of the proceeds to the principal shall not extend to postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property is otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her primary or secondary residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 operate to release the liability of the original Borrower or Borrower's successor in interest. Lender 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.

12. Successors and Assigns Bound; 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 9.b. Borrower's covenants 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 make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

13. 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 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

90347942

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

5. Preservation and Maintenance of the Property, Leaseholds. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amount, and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows: First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium, unless Borrower paid the entire mortgage insurance premium when this Security Instrument was signed; Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required; Third, to interest due under the Note; Fourth, to amortization of the principal of the Note; Fifth, to late charges due under the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Most Security Instruments insured by the Secretary are insured under programs which require advance payment of the entire mortgage insurance premium. If this Security Instrument is or was insured under a program which did not require advance payment of the entire mortgage insurance premium, then each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent. If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth of the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

60347942

LOAN# 10020421

RELEASE DEED

30347943

CITICORP SAVINGS

Corporate Office: One South Dearborn Chicago, Illinois 60603 Telephone: 1 312 977-6000

KNOW ALL MEN BY THESE PRESENTS, that the Citicorp Savings of Illinois, a Federal Savings and Loan Association, successor in interest to First Federal Savings and Loan Association of Chicago, a corporation existing under the laws of the United States of America for and in consideration of the payment of the indebtedness secured by the Mortgage Deed and ASSIGNMENT OF RENTS herein aftermentioned, and the cancellation of the obligation thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, does hereby REMISE, CONVEY, RELEASE and QUIT CLAIM unto FIRST ILLINOIS BANK OF EVANSTON, N.A. TRUST# R-3293 DATED JULY 15, 1986

of the County of COOK and State of Illinois, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Mortgage Deed and ASSIGNMENT OF RENTS bearing date the 6TH day of APRIL, A.D. 1989 and RECORDER in the RECORDER'S OFFICE of COOK County, in the State of Illinois, in book XXXXXXXXX of records, on page XXXXXXXXXX, as document No. 89154363, and in book XXXXXXXXXX of records, on page XXXXXXXXX, as document No. 89154364, to the premises therein described as follows, to wit:

LOT 1 IN BLOCK 2 IN ILLINOIS CENTRAL SUBDIVISION OF THE WEST PART OF THE SOUTH WEST 14.09 ACRES IN THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 12 AND THE WEST PART OF THE NORTH WEST 17.93 ACRES IN THE NORTH WEST FRACTIONAL 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I.D. #20-12-113-010-0000

DEPT-01 RECORDING \$13.25 TH4444 TRAN 5793 07/19/90 14:59:00 #8819 # 0 * -90 347943 COOK COUNTY RECORDER

COMMONLY KNOWN AS: 5451 S CORNELL AVENUE, CHICAGO, ILLINOIS 60615

30347943

situated in the CITY of CHICAGO County of COOK and State of Illinois, together with all the appurtenances and privileges thereunto belonging or appertaining.

IN TESTIMONY WHEREOF, the said

Citicorp Savings of Illinois, a Federal Savings and Loan Association, successor in interest to First Federal Savings and Loan Association of Chicago, has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its

VICE President, and attested by its ASSISTANT Secretary, this 6TH day of JULY, A.D. 1990

Citicorp Savings of Illinois, a Federal Savings and Loan Association, successor in interest to First Federal Savings and Loan Association of Chicago

By ROBERT J. JANIK Vice President

Attest EVARISTA WHEELER Assistant Secretary

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

1232227 (ATM)

1325

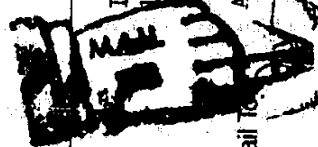
UNOFFICIAL COPY

RELEASE DEED By Corporation

Citicorp Savings of Illinois, a Federal Savings and Loan Association, successor in interest to First Federal Savings and Loan Association of Chicago

To

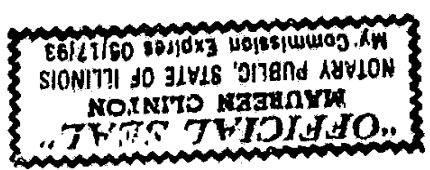
LAWRENCE J. STARKMAN



INTERCOUNTY TITLE COMPANY - DEPT. 11
220 W. MADISON ST. 2ND FLOOR
CHICAGO, ILLINOIS 60602

Mail to: ~~AFRICK, ROBERT ST. MICHIGAN~~

Jeffrey L. Brand
1740 Ridge Ave.
Evanston, Ill 60201



Notary Public
Maureen Clinton

GIVEN under my hand and Notarial Seal this _____ 6TH day of JULY 19 90

Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Secretary respectively, appeared before me this 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 Corporation, for the uses and purposes therein set forth: and the said ASSISTANT

personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____

Vice President of the Citicorp Savings of Illinois, a Federal Savings and Loan Association, successor in interest to First Federal Savings and Loan Association of Chicago and _____ ASSISTANT Secretary of said Corporation,

A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ MAUREEN CLINTON

STATE OF ILLINOIS
COUNTY OF COOK

603337993

Property of Cook County Clerk's Office

UNOFFICIAL COPY

NO. 108
February 1986

WARRANTY DEED
Statutory (ILLINOIS)
(Individual to Individual)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes a warranty with respect to the utility of taking any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR GARRON CHRISTIE, married to
PATRICIA ANN Mac DONALD-CHRISTIE

90347944

of the City of Chicago County of Cook
State of Illinois for and in consideration of

DEPT-01 RECORDING \$13.25
T#4444 TRAN 5793 07/17/90 14:59:00
#8820 # 0 * -90-347944
COOK COUNTY RECORDER

TEN (\$10.00)-----DOLLARS,
& other good & valuable consideration in hand paid,
CONVEY and WARRANT to

TODD A. NICKOW, a Bachelor
1671 Seton Road
Northbrook, Illinois, 60062

(The Above Space For Recorder's Use Only)

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

UNIT 855-1A TOGETHER WITH ITS UNDIVIDED PERCENTAGE
INTEREST IN THE COMMON ELEMENTS IN BARRY QUADRANGLE
CONDOMINIUM AS DELINEATED AND DEFINED IN THE
DECLARATION RECORDED AS DOCUMENT NUMBER 25381894,
IN THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

90347944

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

Permanent Real Estate Index Number(s): 14-29-212-022-1064

Address(es) of Real Estate: 855 W. Barry, Unit 1-A, Chicago, IL

DATED this 10th day of July 1990

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

Garron Christie
GARRON CHRISTIE

(SEAL) *Patricia Ann MacDonal Christie* (SEAL)
PATRICIA ANN MACDONALD-CHRISTIE

(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
Garron Christie and Patricia Ann MacDonald-Christie

his wife
* OFFICIAL SEAL personally known to me to be the same person & whose names are subscribed
MARVIN E. GINSBURG foregoing instrument, appeared before me this day in person, and acknowl-
NOTARY PUBLIC STATE OF ILLINOIS that they signed, sealed and delivered the said instrument as their
MY COMMISSION EXPIRES 9/14/91 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 10th day of July 1990

Commission expires September 13 1990 *Marvin E. Ginsburg*
NOTARY PUBLIC

This instrument was prepared by Marvin E. Ginsburg, 77 W. Washington, Chgo, IL.
(NAME AND ADDRESS)

MAIL TO

{ DON O. MR. AARON }
(Name)
{ 1671 SETON ROAD }
(Address)
{ GARRON CHRISTIE }
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO

TODD A. NICKOW
855 W. BARRY 1-A
NORTHBROOK, ILL. 60062
(City, State and Zip)

AFFIX "RIDERS" OR REVENUE STAMPS HERE

1325

UNOFFICIAL COPY

Warranty Deed
INDIVIDUAL TO INDIVIDUAL

TO

GEORGE E. COLE,
LEGAL FORMS

Property of Cook County Clerk's Office

9034794A

UNOFFICIAL COPY

51234536

90347945

(Space Above This Line For Recording Data)

MORTGAGE

2754860

THIS MORTGAGE ("Security Instrument") is given on **JULY 10 19 90** The mortgagor is **TODD A. NICKOW, BACHELOR**

("Borrower"). This Security Instrument is given to **THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS** which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634** ("Lender"). Borrower owes Lender the principal sum of **FIFTY SIX THOUSAND AND NO/100**

Dollars (U.S. \$ 56,000.00). 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 **AUGUST 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:

UNIT 855-1A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN BARRY QUADRANGLE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25381894, IN THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$16.25
T#4444 TRAN 5793 07/19/90 14:59:00
#8821 # G * -90-347945
COOK COUNTY RECORDER

90347945

14-29-212-022-1064 VOL 488

which has the address of **855 WEST BARRY-UNIT 1A** CHICAGO Illinois **60657** ("Property Address");
(Zip Code)
(City)

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 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

Form 3014 12/83
Amended 8/87

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2025 MORTGAGE FORMS • 1131293 8100 • 1800621 7291

Remainder

DPS 044

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THE TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ILLINOIS
4740 WEST 95TH STREET
OAK LAWN, ILLINOIS 60453
ATTENTION: DOLORES IWANSKI

Notary Public, State of Illinois
My Commission Expires July 16, 1991

Property of Cook County Clerk's Office