

UNOFFICIAL COPY

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WARRANTY DEED

The Grantor, GLORIA M. CLARK, divorced and not remarried, of the Village of Glencoe, in the County of Cook and State of Illinois, for and in consideration of TEN DOLLARS, and other valuable consideration in hand paid, CONVEYS and WARRANTS to JAMES C. DOLAN, JR., 355 Green Bay Road, Glencoe, Illinois 60022, and BONNY DOLAN, his wife, as Tenants in Common, the following described property situated in the County of Cook in the State of Illinois, to wit:

Lot 17 in Block 4 in Culver and Johnson's Addition to Glencoe in the Northwest 1/4 of the Southeast 1/4 of Section 7, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent real estate tax number: 05-07-405-018.

hereby releasing, and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises in fee simple forever.

DATED this tenth day of May, 1990.

Gloria M. Clark (Seal)

GLORIA M. CLARK

DEPT-01 RECORDING

\$13.25

T#4444 TRAN 9603 08/13/90 14:29:00

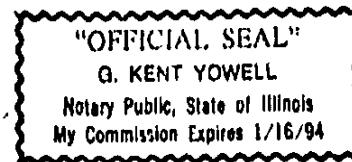
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COOK COUNTY RECORDER

State of Illinois)
)
) SS
County of Cook)

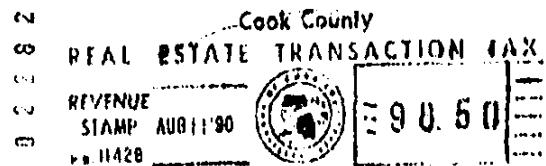
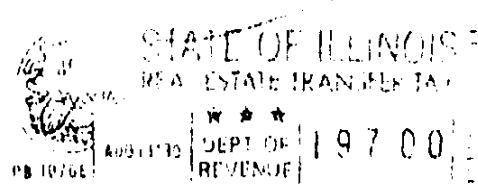
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GLORIA M. CLARK, divorced and not remarried, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free 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 tenth day of May, 1990.



G. Kent Yowell
Notary Public

This instrument was prepared by G. Kent Yowell, 707 Skokie Blvd., Northbrook, Illinois 60062.



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Edward M. Blum
707 Skokie Blvd.
Highland Park, IL 60032

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RECEIVED MAR 19, 1988



RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ON MARCH 19, 1988, AS AN UNOFFICIAL COPY OF A DOCUMENT PREVIOUSLY FILED AND SERVED IN THIS CASE.

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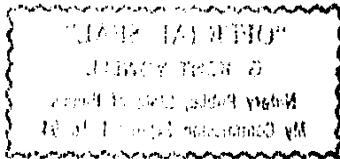
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Date of filing
3/19/88
Court of Cook

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Any application of the proceeds of the Note may not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 1, 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.

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.

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7. Compensation: The proceeds of any award or claim for damages, direct or consequential, in connection with any conduct shall be paid to Leander if the full amount of the indemnity in place of compensation is not used to pay the costs of repairing damage to the property, or for conveyance in the event of a sale of the property.

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

and the requirements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights and paymen
t of taxes, hazard insurance and other items mentioned in Paragraph 2.

6. **Chargers to the Power and Protection of Leenders, Deegens, Degeus in the Property.** Borrower shall pay all Governmental or Municipal charges to the Power and Protection of Leenders, Deegens, Degeus in the Property. Borrower shall furnish to Leender receipts evidencing the payment of such charges. If failure to pay would affect Leenders' interest in the Property, upon Leender's request to charge entity which is owed the payment, fines and impositions that are not included in Paragraph 2, Borrower shall pay all obligations on time directly to Leender to reimburse Leender for the amounts so paid.

3. Preservation and Maintenance of the Property, Lessees shall not commit any waste or subserviently damage the Property, Lessees shall not abandon the Property, and shall not abandon the Property for a period of more than six months.

In the event of forcible seizure 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, either (a) to the reduction of the indebtedness under the Note and this Security instrument, first to any deficiency, or (b) to the修理費, either (a) to the reduction of the indebtedness under the Note and this Security instrument, first to any deficiency, or (b) to the repair of the damaged property. Any application of the proceeds to the principal shall not exceed or postpone the date of maturity payments which have accrued to the Paragraph 3, 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 county sheriff entitled thereto.

4. Flood and Other Hazard Insurance. Flood or other hazards shall insure all improvements on the property, whether now in existence or subsequently erected, against any hazards, damages, and contingencies, including fire, for which Lender requires insurance. This shall be maintained in the amount and for the periods that Lender specifies, including fire, for which requirements are held by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and my requirements shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

Fourth, to amortize a due under the Note; Fifth, to late charges due under the Note;

- 3. Application of Premiums - All payments under premiums 1 and 2 shall be applied by [Underwriter as follows]:
- 4. First, to the monthly mortgage interest premium to be paid by [Underwriter];
- 5. Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
- 6. Security instrument was signed;
- 7. Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

11 Borrower, remeasures to render 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).

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Motor Security Instruments issued by the Secretary are insured under Programs which require advance payment of the entire mortgage balance payable in full upon termination of the security instrument or for a period of time specified in the instrument.

for such items payable to Lender prior to the due dates of such items, exceeds by more than one-tenth the estimated amount of payments received to pay items when due, and if payments on the Note are current, when Lender shall further refund the excess over one-tenth of the estimated payments or credit the excess over one-tenth of the estimated payments to the Borrower, if the total of the payments made by Lender for item (a), (b), or (c) plus amounts by Borrower, at the option of Borrower, to Lender any amount necessary to make up the deficiency in amounts paid by Borrower 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.

Each individual participant for items (a), (b), and (c) shall equal one weight of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to meet item (a), (b), and (c) before they become due.