

(The Above Space For Recorder's Use Only)

This represents an exempt transaction pursuant to the provisions of Par. 4E of the Ill. Real Property Transfer Tax Act.  
Dated: Aug. 13, 1991  
By: *[Signature]*

THIS INDENTURE WITNESSETH, that the Grantor  
STELLE E. SCZEPANIAK, a widow and not since remarried,  
of the County of Cook and State of Illinois, for and in consideration of the sum  
of Ten and no/100 (\$10.00) Dollars,  
( \$ \_\_\_\_\_ ), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly  
acknowledged, Convey S and Warranty S unto Bank of Chicago/Garfield Ridge, an Illinois bank-  
ing corporation of Chicago, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee  
under the provisions of a certain Trust Agreement, dated the 1st day of August, 1991, and known as Trust Number  
91-7-12, the following described real estate in the County of Cook and State of Illinois, to-wit:

The North half of Lot 20 in Block 6 in F. M. Bartlett's  
Centerfield Subdivision of the West half of the North West  
quarter of Section 10, Township 38 North, Range 13, East of the  
Third Principal Meridian (except the East 158 feet thereof) in  
Cook County, Illinois; SUBJECT TO: covenants, conditions and restrictions of record  
and real estate taxes for 1990 and subsequent years.

Permanent L.D. NO. 19-10-109-011  
TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in  
said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee with respect to the real estate or any part or parts of it, and at any time or  
times to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to  
vacate any subdivision of part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to pur-  
chase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor  
or successors in trust and to grant in such successor or successors in trust all of the title, estate, powers and authorities vested in said  
Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate,  
or any part thereof, from time to time, in possession or reversion, by leases to commence in the present or in the future and upon any  
terms and for any period or periods of time not exceeding in the case of any single demise the term of 198 years, and to renew or extend  
leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof  
at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to pur-  
chase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to  
partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any  
kind, to release, convey or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof,  
and to deal with said real estate and every part thereof in all other ways and for such other considerations as would be lawful for any  
person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times  
hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate  
or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged in  
see to the application of any purchase money, rent or money borrowed or advanced on the trust property, or be obliged to see that the  
terms of the trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said  
Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease  
or other instrument executed by said Trustee, or any successor in trust, in relation to said trust property shall be conclusive evidence in  
favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery  
thereof the trust created by this Deed and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instru-  
ment was executed in accordance with the trusts, conditions and limitation contained herein and in said Trust Agreement or in all  
amendments thereof, if any, and is binding upon all beneficiaries thereof, (c) that said Trustee, or any successor in trust, was duly  
authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the con-  
veyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully  
vested with all the title, estate, rights, powers, authorities, duties and obligation of it, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, neither individually or as Trustee, nor its  
successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they  
or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust  
Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability  
being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in con-  
nection with said real estate may be entered into by it in the name of the then beneficiary under said Trust Agreement as their attorney-  
in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in his own name, as Trustee of an express trust  
and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness  
except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and dis-  
charge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date  
of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any  
of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of the trust property, and such  
interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or  
to said trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to  
vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note  
in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or words of  
similar import, in accordance with the statute in such case made and provided.

And the said Grantor hereby expressly waive S and release S any and all right or benefit under and by virtue of any and all  
statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor S aforesaid ha S hereunto set her hand and seal this 13  
day of August, 1991.

(Seal) X Stelle Sczepaniak (Seal)  
(Seal)

STATE OF ILLINOIS  
COUNTY OF COOK } ss.

I, Nancy Siedlecki, a Notary Public in and for said County, in the State  
aforesaid, do hereby certify that STELLE E. SCZEPANIAK, a widow and not since remarried  
personally known to me to be the same person whose name is is subscribed to the foregoing instrument, appeared be-  
fore me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and volun-  
tary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notary Seal this 13th day of August, 1991.  
"OFFICIAL SEAL"  
Nancy Siedlecki  
Notary Public, State of Illinois  
My Commission Expires 8/14/92

Document Prepared By:  
N. Siedlecki  
8219 Park Ave.  
Burr Ridge, IL 60521

ADDRESS OF PROPERTY:  
4800 S. Knox  
Chicago Illinois 60632

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.  
SEND SUBSEQUENT TAX BILLS TO  
same as above  
(Address)

AFFIX RIDERS OR REVENUE STAMPS HERE

91440040

DOCUMENT NUMBER

13.00

# UNOFFICIAL COPY

ADDITIONAL, CONVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holder of the contract; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holders of the contract duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the contract, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal policies to holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Mortgagee or the holder of the contract may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, all of said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the contract to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Mortgagee or the holder of the contract hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any such assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall, notwithstanding anything in the contract or in this Mortgage to the contrary, become due and payable immediately in the case of default in making payment of any installment on the contract, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the contract in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the contract; third, all other indebtedness, if any, remaining unpaid on the contract; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this mortgage the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the contract hereby secured.

11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the contract secured hereby, holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

### ASSIGNMENT

FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within mortgage to \_\_\_\_\_

Date \_\_\_\_\_

Mortgagee \_\_\_\_\_

By \_\_\_\_\_

RECORDED IN CHICAGO COUNTY RECORDS 003-416

<b>D E L I V E R Y</b>	NAME	UNION MORTGAGE COMPANY, INC.
	STREET	P. O. BOX 515929
	CITY	DALLAS, TEXAS 75251-5929
	INSTRUCTIONS	214/680-3134

OR

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE:

4325 W. PARKER CHICAGO IL 60639

FELIPA ORTIZ

This Instrument Was Prepared By

300 W. RIDGE RD. GARY IN 46408

(Name)

(Address)

1300

DOCUMENT NUMBER

SEND SUBSEQUENT TAX BILLS TO... THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED

8219 Park Ave., Burr Ridge, IL 60521

Commission Expires: Nancy Stodleck, Cook County, Illinois

STATE OF ILLINOIS, COUNTY OF COOK

I, Nancy Stodleck, a Notary Public in and for said County in the State of Illinois, do hereby certify that STELLE E. SCZEPANIAK, a widow and not since remarried, personally known to me to be the same person...

IN WITNESS WHEREOF, the Grantor signed and sealed her hand and seal on this 13th day of August, 1991.

Full power and authority is hereby granted to said Trustee with respect to said real estate with respect to the real estate or any part of it, and at any time or times to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof...

THE NORTH HALF OF LOT 20 IN BLOCK 6 IN F. H. BARTLETT'S CENTERFIELD SUBDIVISION OF THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 158 FEET THEREOF) IN COOK COUNTY, ILLINOIS; SUBJECT TO: COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD AND REAL ESTATE TAXES FOR 1990 AND SUBSEQUENT YEARS.

Bank of Chicago/Garfield Ridge, Chicago, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of August, 1991, and known as Trust Number 91-7-12

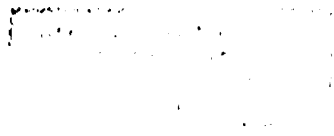
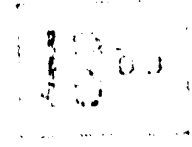
DEED IN TRUST (WARRANTY)

This represents an exempt transaction pursuant to the provisions of Par. 4E of the Ill. Real Property Transfer Tax Act. Dated: Aug. 13, 1991 By: [Signature]

91440040 AFFIX "RIDERS" OR REVENUE STAMPS HERE

91440040

UNOFFICIAL COPY



Property of Cook County Clerk's Office

914400918

RETURN TO: Bank of Chicago/Garfield Ridge  
6353 West 55th Street  
Chicago, Illinois 60638

TRUST NO. \_\_\_\_\_

**DEED IN TRUST**  
(WARRANTY DEED)

TO

**Bank of Chicago/Garfield Ridge**  
Chicago, Illinois

TRUSTEE

FORM 15111 BANKFORMS, INC.