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SC267283 8/15

This Indenture, made this 5th day of September, 1991, between  
Cora J. Wylie

as trustee under a Declaration of Trust, dated October 29, 1986 and known  
as the Cora J. Wylie Trust.

dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, grantor \_\_\_\_\_, and Cora  
J. Wylie

of 478 Greystone Lane, Prospect Heights, Illinois 60070 grantee \_\_\_\_\_

WITNESSETH, That the grantor \_\_\_\_\_, in consideration of the sum of ten and no/100 (\$10.00)

Dollars, receipt whereof is hereby acknowledged, and in pursuance of the power and authority vested in the  
grantor \_\_\_\_\_ as said trustee \_\_\_\_\_ and of every other power and authority the grantor \_\_\_\_\_ hereunto enabling, do  
hereby convey and quitclaim unto the grantee \_\_\_\_\_, in fee simple, the following described real estate, situated  
in the County of Cook and State of Illinois, to wit:

See See Rider Attached.

14<sup>00</sup>

COOK COUNTY, ILLINOIS

1991 SEP 23 PM 12: 21

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Street Address: 478 Greystone Lane  
Prospect Heights, IL 60070

P. I. N. : 03-26-100-015-1427

together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

IN WITNESS WHEREOF, the grantor \_\_\_\_\_, as trustee \_\_\_\_\_ as aforesaid, \_\_\_\_\_ hereunto set \_\_\_\_\_  
hand \_\_\_\_\_ and seal \_\_\_\_\_ the day and year first above written.

Cora J. Wylie (SEAL)  
as trustee as aforesaid  
Cora J. Wylie

\_\_\_\_\_  
as trustee as aforesaid

This instrument prepared by: Henry S. Romano, Jr., Suite 600,  
8930 Gross Point Road  
Skokie, Illinois 60077

This instrument is exempt under Section 4 Paragraph e  
of the Illinois Real Estate Transfer Act and the  
Cook County Real Estate Transfer Ordinance.

Henry S. Romano, Jr. Sept 25-91

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

Wylie

EXHIBIT "A" 1 4 9 0 9 6 1

Unit No. 1-27-49-L-P in ROB ROY COUNTRY CLUB VILLAGE CONDOMINIUM, as delineated on a plat of survey of a parcel of land in Section 26, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois which survey is attached to the Declaration of Condominium made by Central National Bank in Chicago, as Trustee under Trust No. 24978, recorded November 12, 1982, as Document No. 26410009 together with the undivided percentage interest appurtenant to said unit in the property described in said Declaration of Condominium, as amended from time to time, (excepting the units as defined and set forth in the Declaration and Survey, as amended from time to time, which percentage shall automatically change in accordance with Amended Declarations as same are filed of record pursuant to said Declaration,) and together with additional common elements as such Amended Declarations are filed of record, in the percentages set forth in such Amended Declarations which percentages shall automatically be deemed to be conveyed effective on the recording of such Amended Declarations as though conveyed hereby. Trustee also hereby grants to Grantee and Grantee's successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration as amended and Trustee reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described herein.

Cook County Clerk's Office  
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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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 a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

Witnesses:

Cora J. Wylie (Seal)  
CORA J. WYLIE -Borrower  
Social Security Number 349-20-6047

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower  
Social Security Number

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower  
Social Security Number

Social Security Number

STATE OF ILLINOIS,

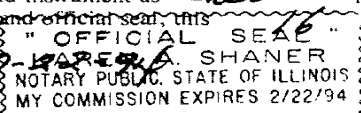
I, The Undersigned  
that CORA J. WYLIE, A WIDOW

Clark County ss:  
, a Notary Public in and for said county and state do hereby certify

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of September, 1991.

My Commission Expires: 2-22-94



Karen J. Shaner  
Notary Public

This Instrument was prepared by:  
FIRST ILLINOIS MORTGAGE CORPORATION  
1440 RENAISSANCE DRIVE  
PARK RIDGE ILLINOIS 60068  
SUSAN LISKEY

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Form 3014 9/90

5186/89817025

DOCUMENTS TO:  
FIRST ILLINOIS MORTGAGE CORPORATION  
1440 RENAISSANCE DRIVE  
PARK RIDGE ILLINOIS 60068

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COOK COUNTY ILLINOIS

1991 SEP 23 PM 12: 21

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[Space Above This Line For Recording Data]

MORTGAGE

19-

THIS MORTGAGE ("Security Instrument") is given on

SEPTEMBER 16, 1991

. The mortgagor is

CORA J. WYLIE, A WIDOW,

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

FIRST ILLINOIS BANK OF EVANSTON, N.A.

# UNOFFICIAL COPY

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

22. 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.

21. Including, but not limited to, reasonable attorneys' fees and costs of title evidence, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph proceeding.

20. 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 paragraph 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 reinstate 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. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph proceeding.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

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

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

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

14. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

13. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

12. As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

10. 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 paragraph 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 reinstate 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. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph proceeding.

9. 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.

8. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

2. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

1. Funds held by Lender. Lender shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument. Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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8. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

7. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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