

SHERIFF'S DEED  
(Judicial Sale)

Sheriff's Sale No. 911140

THE GRANTOR, Sheriff of Cook County, Illinois, pursuant to and under the authority conferred by the provisions of a judgment entered by the Circuit Court of Cook County, Illinois on April 29, 1991, in Case No. 90 CH 10709 entitled RIVER FOREST STATE BANK AND TRUST COMPANY v. JEFFREY E. GROSSMAN, et al., and pursuant to which the land hereinafter described was sold at public sale by said grantor on August 8, 1991, hereby conveys to RIVER FOREST STATE BANK AND TRUST COMPANY the holder of the Certificate of Sale or the purchaser if no Certificate of Sale was issued, the following described real estate situated in the County of Cook, in the State of Illinois, to have and to hold forever:

Unit Number Garder West, in 434 West Aldine Avenue Condominium, as delineated on a Survey of the following described real estate: The East 15 feet of Lot 28, all of Lot 29 and that part of Lot 30 lying West of a Line described as commencing at a point on the North Line of said Lot, 4.98 feet West of the North East corner thereof; thence South along a Line parallel with the East Line of said Lot, 50 feet; thence South to a point on the South Line of said Lot 4.96 feet West of the South East corner thereof, all in Block A in Lake Shore Subdivision of Lots 24, 25 and 26 in Pine Grove, being a Subdivision of Fractional Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which Survey is attached as Exhibit 'A' to the Declaration of Condominium recorded as Document 26271132 together with its undivided percentage interest in the common elements, Permanent Tax Index No. 14-21-310-066-1020, commonly known as 414 W. Aldine, Unit #GW, Chicago, Illinois 60657.

SHERIFF'S DEED EXEMPT PURSUANT TO ILLINOIS REAL ESTATE TRANSFER TAX ACT SEC. 4, PAR. (m).  
DATED: 9/8/91 *[Signature]*

DATED this date: SEP 11 1991, 19

91495969

MICHAEL F. SHEAHAN  
Sheriff of Cook County, Illinois

By *[Signature]*  
Deputy Sheriff of Cook County, Illinois

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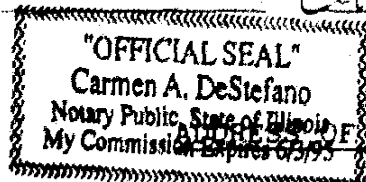
(SEAL)

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 ANNIE D. EVANS personally known to me to be the same person whose name as Deputy Sheriff of Cook County, Illinois, is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged she signed, sealed and delivered the said instrument as her free and voluntary act as such Deputy Sheriff, for the uses and purposes therein set forth.

Given under my hand and official seal, this SEP 11 1991, 19

Commission expires

*Carmen A. DeStefano*  
Notary Public



PREPARED BY AND RETURN TO:

RIGHEIMER MARTIN & CINQUINO P.C.  
115 S. LaSalle Street, #1460  
Chicago, IL 60603

PROPERTY:

434 W. Aldine  
Unit #GW  
Chicago, IL 60657

RECORDERS BOX 456

ADDRESS OF GRANTEE:

7727 W. Lake Street  
River Forest, IL 60305

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after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the 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, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for 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 successors 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 17. 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 terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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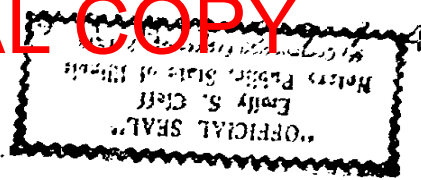
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MARGARETTEN & COMPANY, INC.  
625 NORTH COURT, 3RD FLOOR  
CHICAGO, ILL. 60607

MAIL TO:



My Commission Expires:

*Emily S. Clark*  
Notary Public

Given under my hand and Notarial Seal August 27, 1991 Date

Voluntary act as the free and voluntary act of said Bank  
the said instrument as said Asst. Cashier's own free and  
the corporate seal of said Bank to be affixed to  
and there acknowledged that the said Asst. Cashier, as  
therein set forth; and the said Asst. Cashier then  
Vice Pres. & Asst. Cashier for the uses and purposes  
their own free and voluntary act and as the free and voluntary act of said  
person and acknowledged that they signed and delivered the said instrument as  
and Asst. Cashier respectively, appeared before me this day in  
Mortgagor, personally known to me to be the same persons whose names are  
Szyzka, Asst. Cashier of Midwest Bank and Trust Company  
DO HEREBY CERTIFY, that the above named Barbara Loye, Vice Pres. and Chester S.

STATE OF ILLINOIS )  
COUNTY OF COOK )

ATTEST: *Barbara Loye*  
BY: *Barbara Loye*

THE MIDWEST BANK & TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 13, 1989 AND KNOWN AS TRUST NUMBER 89-5861 as Trustee aforesaid, and not personally,

IN WITNESS WHEREOF, THE MIDWEST BANK & TRUST COMPANY, NOT PERSONALLY, but as Trustee aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed and attested, the day and year first above written.  
THE MIDWEST BANK & TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 13, 1989 AND KNOWN AS TRUST NUMBER 89-5861 as Trustee aforesaid, and not personally,  
said THE MIDWEST BANK & TRUST COMPANY, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the co-maker, if any.  
and agreed that nothing herein or in said note shall be construed as creating any liability on the said first party or on said THE MIDWEST BANK & TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the first party and its successors and said THE MIDWEST BANK & TRUST COMPANY, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the co-maker, if any.  
and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note shall be construed as creating any liability on the said first party or on said THE MIDWEST BANK & TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the first party and its successors and said THE MIDWEST BANK & TRUST COMPANY, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the co-maker, if any.  
BANK  
authority conferred upon and vested in it as such trustee (and said  
NOT PERSONALLY, but as trustee as aforesaid in the exercise of the power and  
THIS MORTGAGE is executed by THE MIDWEST BANK & TRUST COMPANY

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60902617

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 26th day of August 1991 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

MARGARETTEN & COMPANY INC, a corporation organized and existing under the laws of the state of New Jersey (the "Lender") of the same date and covering the Property described in the Security Instrument located at:

1226 BEAU DR UNIT A, PARK RIDGE, IL 60068

Property Address

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

DOCUMENT #85223301

(the "Declaration"). The Property is a part of a planned unit development known as

BEAU RIDGE

Name of Planned Unit Development

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

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MAR-6016 Page 2 of 2 (Rev. 5/91)  
Replaces MAR 6016 Page 2 of 2 (Rev. 5/87)

Form 3150 9/90

MULTISTATE PUD RIDER—SINGLE FAMILY—FNMA/FHLMC UNIFORM INSTRUMENT

Property of Cook County Clerk's Office

ATTEST: *[Signature]*  
9/26/89

BY: *[Signature]*  
VIC/KE

THE MIDWEST BANK & TRUST COMPANY AS TRUSTEE, UNDER PROVISIONS OF A TRUST AGREEMENT DATED OCTOBER 3, 1989 AND KNOWN AS TRUST NUMBER 89 5061 AND NOT PERSONALLY.

**C. PUBLIC LIABILITY INSURANCE.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

**E. LENDER'S PRIOR CONSENT.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. REMEDIES.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement until the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.