

THIS INSTRUMENT, MADE THIS 21ST DAY OF NOVEMBER, 1990

between the Administrator of Veterans Affairs, an Officer of the United States of America, whose address is Veterans Administration, Washington, D.C. 20330 hereinafter called Grantor, and

LOUIS PRESTA AND JEANINE PRESTA (HUSBAND AND WIFE, AS JOINT TENANTS)

1408 S. 51ST COURT
CICERO

of the ILLINOIS, in the County of COOK and State of ILLINOIS, hereinafter called Grantee(s).

WITNESSETH, That the said Grantee(s) for and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration

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the receipt whereof is hereby acknowledged, by these presents, does REMISE, RELEASE, ALIEN, AND CONVEY unto the said Grantee(s) and their heirs or successors (law assigns of Grantee(s)), all the following-described property in the County of COOK, Illinois, to wit:

LOT 5 IN BLOCK 35 IN GRANT LOCOMOTIVE WORKS ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/K/A 1408 S. 51ST COURT, CICERO, ILLINOIS 60650

TAX I.D.# 16-21-216-026

EXEMPT BY TOWN ORDINANCE TOWN OF CICERO BY *[Signature]* 12/20/90

TOGETHER WITH ALL AND SINGULAR the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the revenues and avails, remainders, rents, issues, and profits thereof, and all the estate and interest therein, of and to be enjoyed by the said Grantee, either in law or equity of, in and to the said property, together with the hereditaments and appurtenances; TO HAVE AND TO HOLD said property, unto the said Grantee(s) and the heirs, successors, and assigns of said Grantee(s), forever. Grantor covenants to and with the Grantee(s) and the heirs, successors, and assigns of Grantee(s) that Grantor has not done, nor suffered to be done anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged except as herein recited, and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under Grantor, Grantor WILL WARRANT AND FOREVER DEFEND.

This conveyance is subject to all unpaid taxes and assessments, covenants, conditions, exceptions, reservations, easements, and encumbrances of record, and any state of facts which an accurate survey would show

IN WITNESS WHEREOF, Grantor, on the day and year first above written, has caused this instrument to be signed and sealed in his/her name and on his/her behalf by the undersigned employee, being thereunto duly appointed, qualified, and acting pursuant to title 38, United States Code, sections 212 and 1820, and title 38, Code of Federal Regulations, sections 36.1342 and 36.1520, as amended, and who is authorized to execute this instrument

THE TITLE "SECRETARY OF VETERANS AFFAIRS" SHALL BE SUBSTITUTED FOR THAT OF "ADMINISTRATOR OF VETERANS AFFAIRS" EACH TIME THAT IT APPEARS IN THIS DOCUMENT PURSUANT TO THE PROVISIONS OF SECTION 2, PUBLIC LAW NO. 100-527, THE DEPARTMENT OF VETERANS AFFAIRS ACT

EDWARD J. DERWINSKI
[Signature]
By *[Signature]* (SEAL)
Title: DEAN GUARANTY OFFICER

V.A. Regional Office, Chicago, IL
Telephone: (312) 621-1065
Pursuant to a delegation of authority contained in VA Regulations 38 CFR 36.1342 and 36.1520

Exempt under Paragraph (8), (D), Section 4, Illinois Real Estate Transfer Act.

Dated 11/15/90
[Signature]
Attorney For VA

496111
10/15/90
11/16/90

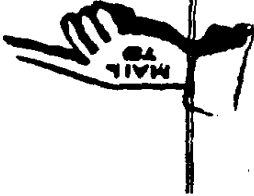
Property of Cook County Clerk's Office

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Special Warranty Deed

DEPARTMENT OF VETERANS AFFAIRS

TO
LOUIS PRESTA
AND
JEANINE PRESTA



Mail to Louis Presta
1408 S. 51st St.
Chicago, IL 60650

Area recorded, mail to:

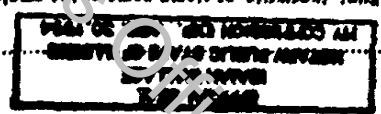
8135 WEST 167th STREET
CICERO
ILLINOIS 60850

021113

Property of Cook County Clerk's Office

This instrument was prepared by
Veterans Administration Regional Office, P.O. Box 8138, Chicago, Illinois 60680.
TIMOTHY MORGAN
Attorney.

Note: Print, type, or stamp name of the employee executing this instrument; also name of notary public immediately underneath such signature.



Notary Public in and for Cook County and State of Illinois
David A. Steiner

My commission expires:

Given under my hand and official seal this *10th* day of *November* 19*90*

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and instrument as his/her free and voluntary act and as the free and voluntary act and deed of the Administrator of Veterans Affairs, for the uses and purposes therein mentioned.
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered
to be an employee of the Veterans Administration, an agency of the United States Government, and to be personally known
to me. My commission expires on *11/30/94*
DAVID A. STEINER

STATE OF ILLINOIS
COUNTY OF
Dated

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UNOFFICIAL COPY. This document is not for circulation outside the County Clerk's Office.

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum of Funds equal to one-twelfth of all yearly taxes and assessments which may attach prior to the Security Instrument, the yearly leasehold payments or ground rent on the Property, if any, yearly hazard insurance premiums, and 12 yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current and/or reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposit or accounts of which are insured by a national or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may, in writing, agree that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due date of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply no later than nine months prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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

4. **Charges, Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to the Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not provided 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. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender, or, in case of a good faith lien by or for a lien against enforcement of the lien, filed proceedings which in the Lender's opinion purport to prevent the enforcement of the lien or forfeiture of a part of the Property, or, if secured from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach prior to the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take any more of the actions set forth above within 90 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards include (within the term) extended coverage, and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, any waiver provided shall be applied to restoration or repair of the Property. Damage to, or the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not they are, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 90 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The settlement period will be as when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not even for postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument nine months prior to the acquisition.

6. **Preservation and Maintenance of Property, Leaseholds.** Borrower shall not destroy, damage, or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property, Mortgage Insurance.** 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, or condemnation 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, 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.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, the borrower shall maintain such mortgage insurance until the date of the maturity of the loan. The borrower shall not be required to maintain such mortgage insurance if the lender shall not require such mortgage insurance. The borrower shall not be required to maintain such mortgage insurance if the lender shall not require such mortgage insurance. The borrower shall not be required to maintain such mortgage insurance if the lender shall not require such mortgage insurance.

7. **Condemnation.** The proceeds of any award or compensation for the taking of any part of the Property or for the taking of any part of the Property shall be paid to the borrower. The proceeds of any award or compensation for the taking of any part of the Property or for the taking of any part of the Property shall be paid to the borrower.

8. **Inspection.** Lender may in its reasonable discretion enter upon the Property at any time for the purpose of inspecting the Property and the condition of the Property. Lender may in its reasonable discretion enter upon the Property at any time for the purpose of inspecting the Property and the condition of the Property.

9. **Assignment.** The borrower shall not assign or otherwise dispose of any part of the Property or any part of the Property without the written consent of Lender. The borrower shall not assign or otherwise dispose of any part of the Property or any part of the Property without the written consent of Lender.

10. **Insurance.** The borrower shall maintain in full force and effect insurance against fire, theft and other perils of the Property and the contents of the Property. The borrower shall maintain in full force and effect insurance against fire, theft and other perils of the Property and the contents of the Property.

11. **Force Majeure.** If the performance of the obligations of the borrower is prevented or delayed by an event beyond the control of the borrower, the borrower shall not be liable for non-performance or delay in performance. If the performance of the obligations of the borrower is prevented or delayed by an event beyond the control of the borrower, the borrower shall not be liable for non-performance or delay in performance.

12. **Entire Agreement.** This Security Instrument and the accompanying promissory note constitute the entire agreement between the parties. This Security Instrument and the accompanying promissory note constitute the entire agreement between the parties.

13. **Severability.** If any provision of this Security Instrument is held to be unenforceable, the remaining provisions of this Security Instrument shall remain in full force and effect. If any provision of this Security Instrument is held to be unenforceable, the remaining provisions of this Security Instrument shall remain in full force and effect.

14. **Assignment of Rights.** The borrower hereby assigns to Lender all of its rights and interests in the Property. The borrower hereby assigns to Lender all of its rights and interests in the Property.

15. **Waiver.** The borrower hereby waives all rights and remedies that it may have under any applicable law. The borrower hereby waives all rights and remedies that it may have under any applicable law.

16. **Force Majeure.** If the performance of the obligations of the borrower is prevented or delayed by an event beyond the control of the borrower, the borrower shall not be liable for non-performance or delay in performance. If the performance of the obligations of the borrower is prevented or delayed by an event beyond the control of the borrower, the borrower shall not be liable for non-performance or delay in performance.

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18. **Severability.** If any provision of this Security Instrument is held to be unenforceable, the remaining provisions of this Security Instrument shall remain in full force and effect. If any provision of this Security Instrument is held to be unenforceable, the remaining provisions of this Security Instrument shall remain in full force and effect.

19. **Assignment of Rights.** The borrower hereby assigns to Lender all of its rights and interests in the Property. The borrower hereby assigns to Lender all of its rights and interests in the Property.

20. **Waiver.** The borrower hereby waives all rights and remedies that it may have under any applicable law. The borrower hereby waives all rights and remedies that it may have under any applicable law.

21. **Force Majeure.** If the performance of the obligations of the borrower is prevented or delayed by an event beyond the control of the borrower, the borrower shall not be liable for non-performance or delay in performance. If the performance of the obligations of the borrower is prevented or delayed by an event beyond the control of the borrower, the borrower shall not be liable for non-performance or delay in performance.

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23. **Severability.** If any provision of this Security Instrument is held to be unenforceable, the remaining provisions of this Security Instrument shall remain in full force and effect. If any provision of this Security Instrument is held to be unenforceable, the remaining provisions of this Security Instrument shall remain in full force and effect.

24. **Assignment of Rights.** The borrower hereby assigns to Lender all of its rights and interests in the Property. The borrower hereby assigns to Lender all of its rights and interests in the Property.

25. **Waiver.** The borrower hereby waives all rights and remedies that it may have under any applicable law. The borrower hereby waives all rights and remedies that it may have under any applicable law.

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