

UNOFFICIAL COPY

QUIT-CLAIM DEED 4 3 0 1

MAIL TO and prepared by
Daniel N. Kadjan
NAME
19 W. Jackson Blvd.
ADDRESS
Chicago, IL 60604
CITY & STATE

91004301

THE GRANTORS James G. Frommeyer, III and Donna-Marie Frommeyer, his wife...

of the CITY of Glenview, County of Cook, State of Illinois
for and in consideration of Ten and no/100ths DOLLARS
and other good and valuable considerations in hand paid.

CONVEY and QUIT CLAIM to Michael A. Winandy

of the Town of Morrison, County of Cook, State of Illinois
all Interest in the following described Real Estate situated in the County of Cook in the
State of Illinois, to-wit:

The North 50 feet of the South 100 feet of the East 175 feet of Lot 8 in Oak Glen,
being a Subdivision of the South 1/2 of the Northwest 1/4 of Section 35, Township
42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 04-35-111-012
Property Address: 1102 Washington, Glenview, Illinois, 60611

91001301

BOX 334

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption
Laws of the State of Illinois.

DATED this 26th day of December 1990

[Signature of James G. Frommeyer, III]

(Seal)

[Signature of Donna-Marie Frommeyer]

(Seal)

(Seal)

(Seal)

NOTE: PLEASE TYPE OR PRINT NAME BELOW ALL SIGNATURES.

Michael A. Winandy Name of Grantee	600 Lincolnway West, Morrison, IL Address	61270 Zip
Michael A. Winandy Name of Taxpayer	600 Lincolnway West, Morrison, IL Address	61270 Zip
Daniel N. Kadjan Name of Person Preparing Deed	19 W. Jackson Blvd., Chicago, IL Address	60604 Zip

This conveyance must contain the name and address of the grantee, (Ch.115: 12.1)
name and address for tax billing, (Ch.115: 9.2) and name and address of person
preparing instrument: (Ch.115: 9.3)

[Handwritten signature]
11/3/91

Res 90-01733 LTR

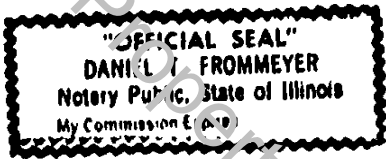
TRANSFER STAMP

1300

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James G. Frommeyer, III and Donna-Marie Frommeyer His wife personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 notarial seal this 26th day of December, 19 90.

(Impress Seal Here)



Daniel J. Frommeyer
Notary Public

Commission Expires 8/31/94

State of Illinois
DEPARTMENT OF REVENUE
STATEMENT OF EXEMPTION UNDER REAL ESTATE TRANSFER TAX ACT

I hereby declare that the attached deed represents a transaction exempt under provisions of Paragraph 2, Section 4, of the Real Estate Transfer Tax Act.

Dated this _____ day of December, 19 90.

Signature of Buyer-Seller or their Representative

10C30016



--	--	--	--	--	--

QUIT-CLAIM DEED

UNOFFICIAL COPY

7. 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 convenience in place of condemnation, are hereby assigned and shall be paid to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument. First, to pay any taxes, special assessments, interest, penalties, late charges, and other amounts due and payable by the Borrower, and then to pay the principal of the indebtedness.

8. Hazard Insurance. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness. The Borrower shall provide evidence of such insurance to the Secretary. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness.

9. Hazard Insurance. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness. The Borrower shall provide evidence of such insurance to the Secretary. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness.

10. Hazard Insurance. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness. The Borrower shall provide evidence of such insurance to the Secretary. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness.

11. Hazard Insurance. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness. The Borrower shall provide evidence of such insurance to the Secretary. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness.

12. Hazard Insurance. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness. The Borrower shall provide evidence of such insurance to the Secretary. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness.

13. Hazard Insurance. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness. The Borrower shall provide evidence of such insurance to the Secretary. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness.

14. Hazard Insurance. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness. The Borrower shall provide evidence of such insurance to the Secretary. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness.

15. Hazard Insurance. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness. The Borrower shall provide evidence of such insurance to the Secretary. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness.

16. Hazard Insurance. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness. The Borrower shall provide evidence of such insurance to the Secretary. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness.

17. Hazard Insurance. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness. The Borrower shall provide evidence of such insurance to the Secretary. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness.

18. Hazard Insurance. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness. The Borrower shall provide evidence of such insurance to the Secretary. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness.

19. Hazard Insurance. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness. The Borrower shall provide evidence of such insurance to the Secretary. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness.

20. Hazard Insurance. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness. The Borrower shall provide evidence of such insurance to the Secretary. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness.

21. Hazard Insurance. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness. The Borrower shall provide evidence of such insurance to the Secretary. The Borrower shall maintain hazard insurance on the Property for the full amount of the outstanding principal balance of the indebtedness.

55-14076

UNOFFICIAL COPY

Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, 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 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.

91004499