

UNOFFICIAL COPY

BOX 3337

Palatine, IL 60067

209 W. Johnson, Unit 1B

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

NAME
STREET
CITY
STATE

OFFICIAL SEAL
GLORIA WIELGOS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES AUG 23, 1991

Notary Public
day of April 19 91
I, the undersigned, being duly sworn, do hereby certify that the foregoing instrument, personally known to me to be the said person, whose name is subscribed to the foregoing instrument as such, Vice-President—Trust Officer and Assistant Vice-President of said Corporation, did execute the same in full and lawful authority, and as the free and voluntary act and deed of said Corporation, for the use and purposes therein set forth, and the said Corporation, did affix the said corporate seal of said Corporation, for the use and purposes therein set forth, and the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the use and purposes therein set forth, and the said instrument as their own free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the use and purposes therein set forth.

91229591

mail 2p
This instrument prepared by:

GLORIA WIELGOS
PARKWAY BANK & TRUST COMPANY
4800 N. Harlem Avenue
Harlemwood Heights, IL 60556

STAT OF ILLINOIS }
COUNTY OF COOK }
the undersigned
Rosanne Dufosse
Asst. Vice-President—Trust Officer of PARKWAY BANK AND TRUST COMPANY, and
Joann Kublinski

PARKWAY BANK AND TRUST COMPANY
as Trustee as aforesaid.
IN WITNESS WHEREOF, said party of the first part has caused its Assistant Vice-President and attested by its Assistant Vice-President to hereunto affixed, and has caused a name to be signed to these presents by its Senior Vice-President—Trust Officer and attested by its Assistant Vice-President as aforesaid, the day and year first above written.
To Have and to Hold the same unto said part les
of the second part forever, not in tenancy in common, but in joint tenancy.
This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed of record in said county given to secure the payment of money, and remaining unreleased as the date of the delivery hereof.

14 00

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1991 MAY 15 AM 10:41

SUBJECT TO: SEE RIDER ATTACHED AND MADE A PART HEREOF.

Unit 209 1B
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF PER RIDER ATTACHED.
estate, situated in Cook County, Illinois, to-wit:
second part, but as tenants in common, but as joint tenants, all interest in the following described real
valuable considerations in hand paid, does hereby grant, sell and convey unto said part les
of the
TEN AND NO/100---(\$10.00)---dollars, and other good and
WITNESSETH, that said party of the first part, in consideration of the sum of

not as tenants in common, but as joints tenants,
part les of the second part.
209 W. Johnson, Palatine, Illinois 60067 Unit 1B
MARIO SALINAS
Number 3525
, party of the first part, and
SIGIFREDO SALINAS and
THIS INDENTURE, made this 22nd day of April, 19 91, between
PARKWAY BANK AND TRUST COMPANY, an Illinois banking corporation, as Trustee under the pro-
visions of a deed of record in trust, duly recorded and delivered to said corporation in pursuance of a
trust agreement dated the 4th day of November, 1976, and known as Trust

The above space for recorder's use only

Form T-14

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TRUSTEE'S DEED
(Joint tenancy form)

72-99-069 3 PB all

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LEGAL DESCRIPTION:

UNIT 209 1B IN THE WILLIAMSBURG CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE EAST 14 FEET OF LOT 2 AND ALL OF LOTS 3 TO 7, IN BLOCK 7 IN HOUSTON, JR AND SONS GLEN TYAN MANOR SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 88599182 IN COOK COUNTY, ILLINOIS.

SUBJECT TO: Covenants, conditions, restrictions of record, Condominium Declaration and general real estate taxes for 1990 and subsequent years.

"GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS 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 DECLARATION OF CONDOMINIUM, AFORESAID, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THERE IS NO TENANT IN THE SUBJECT UNIT AT THE TIME OF DELIVERY OF THIS DEED AND THE PRIOR TENANT THEREFORE WAIVED OR FAILED TO EXERCISE HIS OPTION TO PURCHASE THIS UNIT."

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Public of Cook County Clerk's Office

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PROMISSORY NOTE

Principal Loan Date Interest Rate Maturity
\$51,500 April 29, 1991 10 % ~~October 31, 2000~~ **MAY 1 2021** SS

Borrower: Mr. & Mrs. Sigifredo Salinas
209 W. Johnson St., Unit 1B
Palatine, Illinois 60067

Lender: Dream Investments
530 Mallard Court
Palatine, Illinois 60067

MS

PROMISE TO PAY. Sigifredo and Maria Salinas ("Borrower") promises to pay to Dream Investments ("Lender") at the above address or any other address requested in writing, or order, in lawful money of the United States of America, the principal amount of fifty one thousand five hundred and 00/100 Dollars (\$ 51,500), together with interest at the rate of ten percent (10 %) per annum on the unpaid principal from April 29, 1991 until paid in full.

PAYMENT. Borrower will pay this loan in 360 installments of \$451.95 each. Borrowers first payment is due ~~May 29th~~ ^{May 29th}, 1991 and all subsequent payments are due on the same day of each month after that. Borrowers final payment will be due on ~~April 30~~ ^{May 1}, 2021 and will be for all principal and interest not yet paid. Payments include principal and interest. Interest on this note is computed on a 365/365 simple interest basis: that is, by applying the ratio of the annual interest rate over the number of days in a year, times the outstanding principal balance, times the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender address shown above or at such other place as the Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to unpaid collection costs and late charges.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due except that all payments of a portion of the amount due shall be in even hundred dollar increments. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduced the principal balance due and may result in Borrower's making fewer payments.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charge 4.00 % of the regularly scheduled payment or \$15.00, whichever is greater.

DEFAULT. Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise to Lender, or Borrower fails to perform promptly at the time and strictly in the manner provided in this Note or in any other agreement or loan Borrower has with Lender. (c) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect. (d) Borrower dies or becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts, including deposit accounts with Lender. (f) Any of the events describe in this default section occurs with respect to any guarantor of this Note. (g) Lender in good faith deems itself insecure.

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SS
MS

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LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance due on this Note and all accrued unpaid interest immediately due, with notice, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted by applicable law, increase the interest rate on this Note to 18.00 % per annum. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lenders's attorney's fees and legal expenses whether or not there is a lawsuit, including attorney's fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgement collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. This note has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, Borrower agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois. This Note shall be governed by and construed in accordance with the laws of the State of Illinois.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$15.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. Borrower grants to Lender a contractual possessory security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender, all Borrower's right, title and interest in and to, Borrower's accounts with Lender including with limitation all accounts held jointly with someone else and all accounts Borrower may open in the future. Borrower authorized Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

COLLATERAL. This note is secured by a first mortgage lien on property located at Unit 1B 209 West Johnson Avenue, Palatine, Illinois 60067; which mortgage is included by reference herein.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew, extend (repeatedly and for any length of time) or modify this loan, from time to time, release any party or guarantor, impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. EACH BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWER

Signature

x Mario Salinas

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