

UNOFFICIAL COPY

WARRANTY DEED
Joint Tenancy
Statutory (ILLINOIS)
(Individual to Individual)

1992 AUG 3 PM 2:43

92570603

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91132077

THE GRANTOR S, ROBERT MITTLER and RITA MITTLER,
his wife,

92570603

of the City of Chicago County of Cook
State of Illinois for and in consideration of
TEN AND NO/100 (\$10.00) DOLLARS,
& other good & valuable considerations in hand paid,
CONVEY and WARRANT to
EUGENIUSZ MRZYGLOD and DANUTA TRZCINIECKA-SLIZ,
his wife, of 5035 S. Fairfield, Chicago,
Illinois 60632

(The Above Space For Recorder's Use Only)

(NAMES AND ADDRESS OF GRANTEE(S))

not in Tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in the
County of Cook in the State of Illinois, to wit:

Lot 28 in Block 57 in Frederick H. Bartlett's Central Chicago, being a
Subdivision of the South East 1/4 of Section 4, and the North East 1/4
and the South East 1/4 of Section 9, Township 38 North, Range 13 East of
the Third Principal Meridian, in Cook County, Illinois.

259

Subject to: Conditions, Easements & Restrictions of Record; General
Real Estate Taxes for year 1991 and subsequent years.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of
Illinois. TO HAVE AND TO HOLD said premises not in tenancy in common, but in joint tenancy forever.

Permanent Real Estate Index Number(s): 19-09-227-000

Address(es) of Real Estate: 5029 S. Lawler, Chicago, Illinois 60638

DATED this 30th day of July 1992

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

Robert Mittler
ROBERT MITTLER

(SEAL)

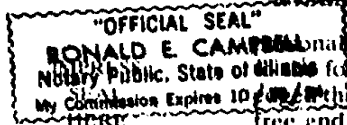
Rita Mittler
RITA MITTLER

(SEAL)

(SEAL)

(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 that
ROBERT MITTLER and RITA MITTLER, his wife



RONALD E. CAMPBELL, Notary Public, State of Illinois, known to me to be the same person as whose name is subscribed
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 official seal, this 30th day of July 1992

Commission expires 1993

Ronald E. Campbell
NOTARY PUBLIC

This instrument was prepared by RONALD E. CAMPBELL, 3101 W. 95th Street, Evergreen Park,
Illinois 60642

MAIL TO

George Pietrzyk
123 S. Northwest
Park Ridge IL 60068

SEND SUBSEQUENT TAX BILLS TO:

Eugeniusz Mrzyglod
5029 S. Lawler
Chicago, Illinois 60638

OR

RECORDER'S OFFICE BOX NO

BOX 15

AFFIX "RIDERS" OR REVENUE STAMPS HERE

92570603

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GEORGE E. COLE
LEGAL FORMS

92570603

TO

County Deed
A N E S E A L
ADVISED TO NO. 1041

Property of Cook County Clerk's Office

COOK COUNTY
REAL ESTATE TRANSFER TAX
4875

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
38.50

CITY OF CHICAGO
REAL ESTATE TRANSFER TAX
746.25

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CBLA
00959392

BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 30TH day of JULY, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note

to UNITED SAVINGS ASSN OF TEXAS FSB (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5029 S. LAWLER, CHICAGO, ILLINOIS 60638
(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of AUGUST 01, 20 22, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

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

..... (Seal)
Borrower

Eugeniusz Mrzyglod (Seal)
EUGENIUSZ MRZYGLOD Borrower

..... (Seal)
Borrower

Danuta Trzcieniecka-Sliz (Seal)
DANUTA TRZCINIECKA-SLIZ Borrower
(Sign Original Only)

OC 280 118

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