

WARRANTY DEED
Joint Tenancy for Illinois

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92650968

THIS INDENTURE, Made this 26th day of August 1992 between JUDY KAPLAN, also known as JUDITH KAPLAN, a divorced person not since remarried, of the City of Lincoln, in the County of Cook and State of Illinois party of the first part, and IMAD KHOURY and MAHA KHOURY, husband and wife,

DEPT-01 RECORDING \$23.50
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47577 \$ * 922 650968
COOK COUNTY RECORDER

(NAME AND ADDRESS OF GRANTEE(S))

parties of the second part, WITNESSETH. That the party of the first part, for and in consideration of the sum of TEN and No/10ths Dollars and

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to her in hand paid, conveys

and warrants to the parties of the second part, not in tenancy in common, but in joint tenancy, the following described Real Estate, to wit:

Parcel 1:
Lot 50 in Third Cicero Devon Addition being a Subdivision of part of the West 1/2 of the South West 1/4 of Section 34, Township 41 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois; also, the West 1/2 of the vacated North-South alley lying East of and adjoining the premises in question; and

Subject to: general taxes for 1990 and subsequent years; special taxes or assessments, if any, for improvements not yet completed; installments, if any, not due at the date hereof of any special tax or assessments for improvements heretofore completed; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; private, public and utility easements; covenants and restrictions of record as to use and occupancy; party wall rights and agreements, if any; and acts done or suffered by or through the Purchaser.

and Parcel 2: The West half of the 16 foot vacated alley adjoining Lot 50 in Third Cicero Devon Addition being a subdivision of part of the West 1/2 of the South West 1/4 of Section 34, Township 41 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

10-34-321-002-0000

92650968

situated in the County of Cook in the State of Illinois, 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 the above granted premises unto the parties of the second part forever, not in tenancy in common, but in joint tenancy.

Permanent Real Estate Index Number(s): 10-34-321-002-0000
Address(es) of Real Estate: 6445 N. Kilpatrick, Lincolnwood, IL 60646

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal the day and year first above written.

JUDY KAPLAN, also known as (SEAL)
JUDITH KAPLAN

Judy Kaplan (SEAL)
Judith Kaplan

Please print or type name(s) below signature(s)

23 50/7/92

(SEAL)

(SEAL)

This instrument was prepared by Richard Jaffe, 205 W. Randolph, Suite 1540, Chicago, IL 60606 (NAME AND ADDRESS)

Send subsequent tax bills to Imad Khoury and Maha Khoury, 6445 N. Kilpatrick, Lincolnwood, IL 60646 (NAME AND ADDRESS)

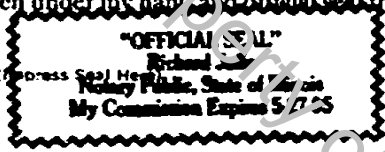
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STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, RICHARD JAFFE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JUDY KAPLAN ALSO KNOWN AS JUDITH KAPLAN personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 18 day of August, 19 92



Richard Jaffe
Notary Public

Commission Expires _____

Property of Cook County Clerk's Office

92650968



Box _____

Warranty Deed

JOINT TENANCY FOR ILLINOIS

TO

ADDRESS OF PROPERTY:

MAIL TO: Sandra Thiel
2108 N. Dayton
Chicago, IL.

GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

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CHEMICAL BANK, N. A.
377 EAST BUTTERFIELD RD., #175
LOMBARD, ILLINOIS 60148

BOX 260

DEPT. OF RECORDS
143533 TRAN 208 1500000 1100190
47572 4 8-12-92 16680969
COOK COUNTY OFFICES

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 26th 1992**
The mortgagor is **IMAC KHOURY AND MAHA KHOURY HIS WIFE**

(“Borrower”). This Security Instrument is given to
CHEMICAL BANK, N. A.
which is organized and existing under the laws of **THE UNITED STATES OF AMERICA** and whose address is
C/O CHEMICAL MORTGAGE COMPANY, P.O. BOX 16680, COLUMBUS, OH 43216

(“Lender”). Borrower owes Lender the principal sum of
ONE HUNDRED SIXTY FIVE THOUSAND AND 00/100
Dollars (U.S. \$ **165000.00**). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument (“Note”), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
SEPTEMBER 1 2007. This Security Instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other
sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby
mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois:

**PARCEL 1: LOT 50 IN THIRD CICERO DEVON ADDITION BEING A SUBDIVISION OF PART OF THE WEST
1/2 OF THE SOUTH WEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF
THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; AND**

PERMANENT TAX ~~10-34-321-002-0000~~ 10-34-321-002-0000

dk mc

**PARCEL 2: THE WEST 1/2 OF THE 16 FOOT VACATED ALLEY ADJOINING LOT 50 IN THIRD CICERO
DEVON ADDITION BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4
OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN
IN COOK COUNTY, ILLINOIS**

dk mc

which has the address of **6445 KILPATRICK**
[Street]
Illinois **60646** (“Property Address”)
[Zip Code]

92650969
LINCOLNWOOD
[City]

3/1/92

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Form 2014 9-90 (part 2 of 4 pages)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of 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 ("Funds") for (a) yearly taxes and assessments which may attach to the Property; (b) yearly hazard or property insurance premiums; (c) yearly flood insurance premiums, if any; (d) yearly mortgage insurance premiums, if any; and (e) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds is a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower interest on the Funds, annually analyzing the Funds to pay 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds and the 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Lender shall promptly refund to Borrower any Funds held by this Security Instrument. Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach in priority over this Security Instrument, and leasehold payments or ground rents, if any. 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: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures 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 in priority over this Security Instrument, Borrower may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

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