

UNOFFICIAL COPY

WARRANTY DEED
Statutory (ILLINOIS)
(Individual to individual)

92695468

COOK
CO. NO. 016

032700

CAUTION: Consult a lawyer before using or acting upon this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTORS Joseph S. Kayne, a married man and Tina M. Kayne, his wife who executes this document for the sole purpose of releasing any homestead rights she may have acquired, of the City of Chicago County of Cook State of Illinois for and in consideration of Ninety-Two Thousand and 00/100ths (\$92,000.00) DOLLARS, and other good and valuable consideration hand paid, CONVEY and WARRANT to Ronald D. Harvey of 555 W. Cornelia, Apt. 1806, Chicago, Illinois 60657

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(The Above Space For Recorder's Use Only)

(NAME AND ADDRESS OF GRANTEE)

the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

See attached Exhibit A for legal description

Subject To: Covenants, conditions and restrictions of record, terms, provisions, covenants, and conditions, of the Declaration of Condominium and all amendments, if any, thereto; private public and utility easements including any easements established by or implied from the Declaration of Condominium or amendments thereto, if any, and roads and highways, if any; encroachments, if any; party wall rights and agreements, if any; existing leases and tenancies, if any; limitations and conditions imposed by the Condominium Property Act; special taxes or assessments for improvements not yet completed; any unconfirmed special tax or assessment; Installments not due at the date hereof or any special tax or assessment for improvements heretofore completed; mortgage or trust deed specified below, if any; general taxes for the year 1992 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) 1991; and installments due after date of closing of assessments established pursuant to the Declaration of Condominium,

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

Permanent Real Estate Index Number(s): 14-28-206-005-1230

Address(es) of Real Estate: 340 W. Diversey Parkway, Unit 515 Chicago, IL 60657

DATED this 14th day of September, 1992

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
Tina M. Kayne (SEAL)
Joseph S. Kayne (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 Joseph S. Kayne, husband and Tina M. Kayne, 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 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.

"OFFICIAL SEAL"
DEBORAH JO SOEHLIG
Notary Public, State of Illinois
My Commission Expires Nov. 16, 1994

Given under my hand and official seal, this 14th day of September, 1992

Commission expires 11/16/94 Deborah Jo Soehlig NOTARY PUBLIC

This instrument was prepared by Raymond Goldfarb, Williams, Rutstein, Goldfarb, Sibrava & Midura, Ltd., 140 S. Dearborn St., Suite 800, Chicago, IL 60603

MAIL TO: Henry J. Olivieri, Jr. P.C. (Name)
10928 Front Street (Address)
Mokena, Illinois 60448 (City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO: BOX 333
Ronald D. Harvey (Name)
340 W. Diversey Pkwy, Unit 515 (Address)
Chicago, Illinois 60657 (City, State and Zip)

STATE OF ILLINOIS
DEPT. OF REVENUE
82.00
CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
690.00

72-82-634 db

238

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Warranty Deed

INDIVIDUAL TO INDIVIDUAL

Joseph S. Kayne

TO

Ronald D. Harvey

GEORGE E. COLE,
LEGAL FORMS

Property of Cook County Clerk's Office

EXHIBIT A

PARCEL 1: UNIT NUMBER 515 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): THAT PART OF LOT 6 IN THE ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES BETWEEN THE EAST LINE OF NORTH SHERIDAN ROAD (FORMERLY LAKE VIEW AVENUE) ON THE WEST AND THE WEST LINE OF NORTH COMMONWEALTH AVENUE ON THE EAST (EXCEPTING THEREFROM THAT PART LYING NORTH OF A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID NORTH SHERIDAN ROAD WHICH IS 228 FEET 4 3/16 INCHES NORTH OF THE NORTH LINE OF WEST DIVERSEY PARKWAY TO A POINT ON THE WEST LINE OF SAID NORTH COMMONWEALTH AVENUE WHICH IS 227 FEET 10 INCHES NORTH OF THE NORTH LINE OF SAID WEST DIVERSEY PARKWAY); ALSO

THAT PART OF LOT 7 IN SAID ASSESSOR'S DIVISION WHICH LIES BETWEEN THE EAST LINE OF NORTH SHERIDAN ROAD (FORMERLY LAKE VIEW AVENUE), ON THE WEST, THE WEST LINE OF NORTH COMMONWEALTH AVENUE ON THE EAST, AND THE NORTH LINE OF WEST DIVERSEY PARKWAY ON THE SOUTH, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 11129, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT 23400546, TOGETHER WITH AN UNDIVIDED .173 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY). ALSO

PARCEL 2: EASEMENT TO CONSTRUCT, USE AND MAINTAIN PARTY WALL TOGETHER WITH WOODEN PILES AND CONCRETE FOOTINGS, SUCH PILES AND FOOTINGS TO EXTEND NOT MORE THAN 3 FEET 6 INCHES UPON THE HEREINAFTER DESCRIBED LAND, AS CREATED BY PARTY WALL AGREEMENT DATED JANUARY 3, 1956 AND RECORDED JUNE 17, 1957, AS DOCUMENT 3 16931983, THE CENTER OF SAID PARTY WALL COMMENCING APPROXIMATELY 22 FEET WEST OF THE EAST LOT LINE AND EXTENDING WEST APPROXIMATELY 126 FEET ALONG THE BOUNDARY LINE BETWEEN ABOVE PARCEL 1 AND THE LAND DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 5 AND 6 IN ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES BETWEEN SHERIDAN ROAD (FORMERLY LAKE VIEW AVENUE) ON THE WEST, COMMONWEALTH AVENUE ON THE EAST (EXCEPTING THEREFROM THAT PART LYING SOUTH OF A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID NORTH SHERIDAN ROAD WHICH IS 228 FEET 4 3/16THS INCHES NORTH OF THE NORTH LINE OF WEST DIVERSEY PARKWAY TO A POINT ON THE WEST LINE OF SAID NORTH COMMONWEALTH AVENUE WHICH IS 227 FEET 10 INCHES NORTH OF THE NORTH LINE OF SAID WEST DIVERSEY PARKWAY AND SAID STRAIGHT LINE PRODUCED WEST TO THE CENTER LINE OF SAID NORTH SHERIDAN ROAD AND PRODUCED EAST TO THE CENTER LINE OF SAID NORTH COMMONWEALTH AVENUE) IN COOK COUNTY, ILLINOIS

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Return Recorded Doc To:
Bank One Mortgage Corporation
9399 W. Higgins Road, 4th Floor
Rosemont, IL 60018-4940
Attn: Post Closing Department

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1992 SEP 18 PM 2:57

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **September 18, 1992** by **Ronald D. Harvey**, a single person never married, to **Bank One Mortgage Corporation**, a corporation organized and existing under the laws of the State of Delaware, whose address is **Bank One Center Tower, 111 Monument Circle, Indianapolis, Indiana 46277-0010** ("Lender"). Borrower owes Lender the principal sum of **Eighty-Six Thousand Four Hundred and No/100 Dollars (\$86,400.00)**.

This Security Instrument is given in payment of the debt 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 **October 1, 2022**. 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 the Note; 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 describe property located in **Cook County, Illinois**:

N. # **14-26-206-006-1230**

has the address of **340 N 806**
1/2
Shagle Family - Fannie
R(IL) (1108)

PARCEL 1: UNIT NUMBER 519 AN UNDIVIDED PART OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL 1): THAT PART OF LOT 5 IN THE ADDRESSOR'S DIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST PRINCIPAL HALF OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES BETWEEN THE EAST LINE OF NORTH SHERIDAN ROAD (FORMERLY LAKE VIEW AVENUE) ON THE WEST AND THE WEST LINE OF NORTH COMMONGATE AVENUE (ON THE EAST EXCEPTING THEREFROM THAT PART LYING NORTH OF A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID NORTH SHERIDAN ROAD WHICH IS 228 FEET 2 1/16 INCHES NORTH OF THE NORTH LINE OF SAID NORTH SHERIDAN ROAD TO A POINT ON THE WEST LINE OF SAID NORTH COMMONGATE AVENUE WHICH IS 221 FEET 10 INCHES NORTH OF THE NORTH LINE OF SAID WEST DIVERSBY PARKWAY); ALSO

THAT PART OF LOT 7 IN SAID ADDRESSOR'S DIVISION WHICH LIES BETWEEN THE EAST LINE OF NORTH SHERIDAN ROAD (FORMERLY LAKE VIEW AVENUE), IN THE WEST, THE WEST LINE OF NORTH COMMONGATE AVENUE ON THE EAST, AND THE NORTH LINE OF WEST DIVERSBY PARKWAY ON THE SOUTH, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT (A) TO DECLARATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 11118, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT 2260818, TOGETHER WITH AN UNDIVIDED 1/11 INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND ESTATE COMPRISING ALL THE UNITS AS BEING AND SET FORTH IN SAID DECLARATION AND SURVEY), ALSO

PARCEL 2: EASEMENT TO CONSTRUCT, USE AND MAINTAIN PARTY WALL TOGETHER WITH WOODEN PILES AND CONCRETE FOOTINGS, EACH PILE AND FOOTING TO EXTEND NOT MORE THAN 1 FEET 6 INCHES UPON THE HEREINAFTER DESCRIBED LAND, AS CREATED BY PARTY WALL AGREEMENT DATED JANUARY 1, 1988 AND RECORDED JUNE 27, 1987, AS DOCUMENT 3393188, THE CENTER OF SAID PARTY WALL COMMENCES APPROXIMATELY 21 FEET WEST OF THE EAST LOT LINE AND EXTENDING WEST APPROXIMATELY 195 FEET ALONG THE BOUNDARY LINE BETWEEN ABOVE PARCELS 1 AND THE LINE DESCRIBED AS FOLLOWING:

THAT PART OF LOTS 5 AND 6 IN ADDRESSOR'S DIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST PRINCIPAL HALF OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES BETWEEN NORTH SHERIDAN ROAD (FORMERLY LAKE VIEW AVENUE) ON THE WEST, COMMONGATE AVENUE ON THE EAST (EXCEPTING THEREFROM THAT PART LYING SOUTH OF A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID NORTH SHERIDAN ROAD WHICH IS 228 FEET 1/16 INCHES NORTH OF THE NORTH LINE OF SAID NORTH SHERIDAN ROAD TO A POINT ON THE WEST LINE OF SAID NORTH COMMONGATE AVENUE WHICH IS 221 FEET 10 INCHES NORTH OF THE NORTH LINE OF SAID WEST DIVERSBY PARKWAY); ALSO

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Form 3014 9/90
Amended 5/91

BOX 222

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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 in priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) 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 receive 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. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets 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 for holding and applying the Funds, annually analyzing the escrow 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. 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts 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.

Upon payment in full of all sums secured 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, after 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 amount 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 these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of payments 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) consents 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 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.

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