

# UNOFFICIAL COPY

TRUSTEE'S DEED  
(JOINT TENANTS)

92826124

(The Above Space For Recorder's Use Only)

GRANTOR, Bank of Chicago/Garfield Ridge F/K/A Garfield Ridge Trust & Savings Bank, an Illinois Banking Corporation, duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a certain deed or deeds in trust duly recorded and delivered to said Illinois Banking Corporation in pursuance of a certain Trust Agreement, dated the 26th day of July, 1976, and known as Trust Number 76-7-2 for and in consideration of the sum of TEN DOLLARS AND NO/100 Dollars (\$ 10.00) and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto JOSEPH S. SOTO and ELVIRA V. SOTO, married to each other

92826124

in the County of Cook, State of Illinois, not as tenants in common, but as joint tenants, the following described real estate, situated in Cook County, Illinois together with the tenements and appurtenances thereto belonging, to wit:

THE SOUTH 30 FEET OF LOT 7 IN BLOCK 9 IN FREDERICK H. BARTLETT'S GARFIELD RIDGE, A SUBDIVISION OF ALL THAT PART OF THE WEST 1/2 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF INDIANA HARBOR BELT RAILROAD (EXCEPT THE NORTHWEST 1/4 OF THE NORTHWEST 1/4) OF SAID SECTION 17, IN COOK COUNTY, ILLINOIS.

19-17-118-007

SUBJECT TO: Easements, covenants and restrictions of record and general taxes for the years 1992 and thereafter.

TO HAVE AND TO HOLD the above-described property forever as joint tenants

This deed is executed by the Trustee, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of a deed or deeds in trust duly recorded and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling, subject, however, to the liens of all trust deeds and/or mortgages upon said real estate, if any, of record in said county, all unpaid general taxes and special assessments and other liens and claims of any kind, pending litigation, if any, affecting the said real estate, building lines, building, liquor and other restrictions of record, if any, party walls, party wall rights and party wall claims, if any, zoning and building laws and ordinances, mechanic lien claims, if any, easements of record, if any, and rights and claims of parties in possession.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its (Executive) (Assistant) (Vice President) (Trust Officer) and attested by its (Executive) (Assistant) (Vice President) (Trust Officer) this 9th day of October, 1992.

Bank of Chicago/Garfield Ridge F/K/A  
Garfield Ridge Trust & Savings Bank  
as Trustee, as above and not personally.

*James J. Barron*  
(Executive) (Assistant) (Vice President) (Trust Officer)  
ATTEST: *Janet A. Novotny*  
(Secretary) (Assistant) (Vice President) (Trust Officer)

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named (Executive) (Assistant) (Vice President) (Trust Officer) and (Executive) (Assistant) (Vice President) (Trust Officer) of Bank of Chicago/Garfield Ridge F/K/A Garfield Ridge Trust & Savings Bank, an Illinois banking corporation, known to me personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Executive) (Assistant) (Vice President) (Trust Officer) and (Executive) (Assistant) (Vice President) (Trust Officer) respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Illinois banking corporation for the uses and purposes therein set forth, and the said (Executive) (Assistant) (Vice President) (Trust Officer) then and there acknowledged that said (Executive) (Assistant) (Vice President) (Trust Officer), as custodian of the corporate seal of said Illinois banking corporation, caused the corporate seal of said Illinois banking corporation to be affixed to said instrument as the free and voluntary act of said (Executive) (Assistant) (Vice President) (Trust Officer) and as the free and voluntary act of said Illinois banking corporation for the uses and purposes therein set forth.

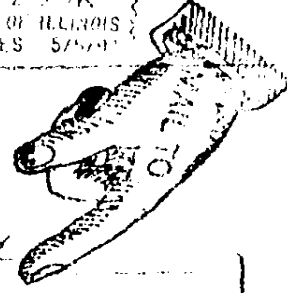
Given under my hand and Notarial Seal this 9th day of October, 1992.

*Judy Ann Zeck*  
Notary Public

"OFFICIAL SEAL"  
JUDY ANN ZECK  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/1/97

My Commission Expires 5/1/97

DOCUMENT PREPARED BY  
R. Brian  
6453 West 55th Street  
Chicago, IL 60638



ADDRESS OF PROPERTY  
5747 South Mobile,  
Chicago, IL 60638

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED

SEND SUBSEQUENT FAX BILLS TO

(Name)

(Address)

DOCUMENT NUMBER

2390

AFFIX "RIDERS" OR REVENUE STAMPS HERE

REC'D - COOK COUNTY REC'D

145288 76A 4100 11/05/92 11/21/90  
18741 G \* - 92-826124  
COOK COUNTY RECORDER

1323002

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50226124

Property of Cook County Clerk's Office

50226124

125303

REORDER ITEM #: PSA LABEL

Cook County  
REAL ESTATE TRANSACTION TAX



05950

REVENUE STAMP

069006

50226124

**TRUSTEE'S DEED**

(JOINT TENANTS)

Bank of Chicago/Garfield Ridge  
F/K/A Garfield Ridge  
Trust & Savings Bank  
As Trustee under Trust Agreement

To

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after the date of occupancy, unless Lender, in its sole discretion, otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. 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 conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for 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 successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse 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 17. 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 terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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