

WARRANTY DEED UNOFFICIAL COPY

207439

CAUTION: Consult a lawyer before using or acting under 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 GRANTOR MARSHFIELD LOFTS ASSOCIATES,
an Illinois General Partnership

a corporation created and existing under and by virtue of the laws of
the State of ILLINOIS and duly authorized to transact
business in the State of ILLINOIS, for and in consideration
of the sum of TEN AND NO/100THS (\$10.00) - - -

----- DOLLARS,
in hand paid,

and pursuant to authority given by the Board of _____
of said corporation, CONVEYS and WARRANTS to

SCOTT SAMUELSON 1032 WEST OAKDALE AVENUE, CHICAGO,
ILLINOIS 60657,

(NAME AND ADDRESS OF GRANTEE)

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

(LEGAL DESCRIPTION ATTACHED)

93946009

(The Above Space For Recorder's Use Only)

Permanent Real Estate Index Number(s): 14-31-422-018 Vol. 534
14-31-422-019 Vol. 534
Address(es) of Real Estate: 1734-40 NORTH MARSHFIELD AVENUE, UNIT # B-13

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be
signed to these presents by its _____ President, and attested by its _____ Secretary, this 5th
day of NOVEMBER, 1993.

IMPRESS
CORPORATE SEAL
HERE

MARSHFIELD LOFTS ASSOCIATES, an Illinois General
PARTNERSHIP, by (NAME OF CORPORATION) MARSHFIELD LOFTS, INC.
an Illinois corporation,

THOMAS SNITZER PRESIDENT

ATTEST: Sharon Sullivan
SHARON SULLIVAN SECRETARY

State of Illinois, County of COOK ss. I, the undersigned, a Notary Public, bonded for the County
and State aforesaid, DO HEREBY CERTIFY, that THOMAS SNITZER personally known to
me to be the _____ President of the MARSHFIELD LOFTS, INC., an Illinois corporation,
GENERAL PARTNER OF MARSHFIELD LOFTS ASSOCIATES

corporation, and SHARON SULLIVAN personally known to me to be
the _____ Secretary of said corporation, and personally known to me to be
the same persons whose names are subscribed to the foregoing instrument, appeared
before me this day in person and severally acknowledged that as such _____
President and _____ Secretary, they signed and delivered the said instru-
ment and caused the corporate seal of said corporation to be affixed thereto,
pursuant to authority given by the Board of Directors of said corporation, as
their free and voluntary act, and as the free and voluntary act and deed of said
corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of NOVEMBER 1993

Commission expires AUGUST 1 1997
Mary C. Hopkins
NOTARY PUBLIC

This instrument was prepared by KEITH HARRINGTON
77 W. Washington St., Suite 920, Chicago, IL. 60602-2850
(NAME AND ADDRESS)

IMPRESS
OFFICIAL SEAL
MARY C. HOPKINS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-1-97

DEPT-01 RECORDING \$25.00
T#0011 TRAN 8213 11/18/93 16:11:00
#5785 * -93-946009
COOK COUNTY RECORDER

PROPERTY OF COOK COUNTY

93946009

SEND SUBSEQUENT TAX BILLS TO: SCOTT SAMUELSON
1734-40 NORTH MARSHFIELD AVENUE, UNIT B-13

MAIL TO:

~~SCOTT SAMUELSON~~
~~1734-40 NORTH MARSHFIELD AVENUE~~
~~CHICAGO, IL 60622~~

CHICAGO, ILLINOIS 60622
(Address)

OR

RECORDERS OFFICE BOX NO. Box 430

(City, State and Zip)

UNOFFICIAL COPY

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE NOV 15 '93
531.28

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE NOV 15 '93
531.28

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE NOV 15 '93
100.00

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
NOV 15 '93
DEPT. OF REVENUE
155.00

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP NOV 18 '93
77.50

Property of Cook County Clerk's Office

93946003

UNOFFICIAL COPY

9 3 9 4 5 0 0 7

EXHIBIT A LEGAL DESCRIPTION

***UNIT B-13 IN MARSHFIELD LOFTS CONDOMINIUM⁶ AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1 TO 6 BOTH INCLUSIVE AND THE NORTH 12 3/4 INCHES OF LOT 7, ALL IN DILLARD'S RESUBDIVISION OF LOTS 70 TO 87 BOTH INCLUSIVE, AND LOTS 99 TO 116 BOTH INCLUSIVE IN J.G. KEENAN'S SUBDIVISION OF BLOCK 24 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH EAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON NOVEMBER 9, 1993 AS DOCUMENT 93912837, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AND TOGETHER WITH A RIGHT AND BENEFIT APPURTENANT TO THE OWNERSHIP OF SAID UNIT TO THE PERPETUAL AND EXCLUSIVE USE OF LIMITED COMMON ELEMENT PARKING SPACE²² AS SET FORTH IN SAID DECLARATION.

This Deed is subject to: (i) general real estate taxes not yet due and payable; (ii) applicable zoning and building laws, building and building line restrictions, and ordinances; (iii) acts done or suffered by purchaser or anyone claiming by, through or under Purchaser; (iv) covenants, conditions, restrictions, easements, permits and agreements of record, including, but not limited to, the covenants and restrictions contained in Document No. 93912837 recorded November 9, 1993 (v) private reciprocal easements for ingress and egress over vacated alleys on west and north sides of premises; (vi) public and utility easements, if any, whether recorded or unrecorded; (vii) the Declaration as amended from time to time; (viii) limitations and conditions imposed by the Illinois Condominium Act; (ix) installments due after Closing for assessments levied pursuant to the Declaration; and (x) unconfirmed special taxes or assessments.

Grantor also hereby grants to Grantee, their 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 of Condominium 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.

9394003

UNOFFICIAL COPY

Property of Cook County Clerk's Office

93946009

Prepared By
RETURN TO

207438

UNOFFICIAL COPY

BANK UNITED OF TEXAS FSB
DBA COMMONWEALTH UNITED MTG
1301 N. BASSWOOD, 4TH FLOOR
SCHAUMBURG, ILLINOIS 60173

LCMIL
009022278

93946010

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on
SCOTT J. SAMUELSON, A BACHELOR

NOVEMBER 21, 1993

5
DEPT 01 RECORDING The mortgagor is \$39.00
750011 TRAN 8213 11/18/93 16:11:00
45786 * -93-946010
COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to BANK UNITED OF TEXAS FSB

which is organized and existing under the laws of THE UNITED STATES, and whose
address is 3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027

ONE HUNDRED FORTY THREE THOUSAND ONE HUNDRED AND 00/100

Dollars (U.S. \$ **143,100.00). 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
NOVEMBER 01, 2000 . 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:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
P.I.N. 14-31-422-018

14-31-422-019

3900
K

which has the address of 1734-40 N. MARSHFIELD AVE #B13, CHICAGO (Street, City),
Illinois 60622 ("Property Address");
[Zip Code]

Box 430

93946010

UNOFFICIAL COPY

LCMIL

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 shall 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 attain 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 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. 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, 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 attain 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 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 attain priority over this Security Instrument, 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.

93946010