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QUIT CLAIM DEED COOK COUNTY, ILLINOIS  
STATUTORY (ILLINOIS)  
(Individual to Individual)

22 JUN 21 PM 3:00

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THE GRANTOR CARMEN JUSTINIANO, Widow, not remarried, 2636 N. Richmond Street, of the City of Chicago, County of Cook, State of Illinois, for and in consideration of TEN and no/100s--(\$10.00)-----DOLLARS, in hand paid, CONVEYS and QUIT CLAIMS to WALTER JUSTINIANO, MILDRED DAVILA, DANALI GONZALEZ, LIDIA TIRADO, MICHAEL GUZMAN, PEDRO JUSTINIANO, JR., and MANUEL JUSTINIANO of 2219 Laramie, Chicago, Illinois 60639

25 00

not in Joint Tenancy but as TENANTS IN COMMON, all interest in the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

LOT 5 IN BLOCK 4 IN BYRON A. BALDWIN'S SUBDIVISION OF LOT 4 IN THE DIVISION OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-25-312-018

Commonly known as: 2636 N. Richmond Street, Chicago, Illinois 60647

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

DATED this 15<sup>th</sup> day of December, 1992.

(Seal)

*Carmen F. Justiniano*  
CARMEN JUSTINIANO

(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 CARMEN JUSTINIANO, Widowed and not remarried, 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 she 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 15<sup>th</sup> day of Dec, 1992

Commission expires 1/15, 1995

Notary Public

"OFFICIAL SEAL"  
LAVERNE LOLITA WILLIAMS  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 1/15/95

This instrument was prepared by Richard J. Nealis, Nealis & Frazel, 100 W. Monroe, Suite 1310, Chicago, Illinois 60603

MAIL TO: Richard J. Nealis  
Nealis & Frazel  
100 W. Monroe, Suite 1310  
Address  
Chicago, Illinois 60603  
City, State and Zip

ADDRESS OF PROPERTY:

2636 N. Richmond Street  
Chicago, Illinois 60647  
THE ABOVE ADDRESS IS FOR  
STATISTICAL PURPOSES ONLY AND IS  
NOT A PART OF THIS DEED.

SEND SUBSEQUENT TAX BILLS TO:

This real estate transaction is exempt pursuant to Sec. A (e) of the Real Estate Transfer Tax Act.

Dated: 1/1/93

Richard J. Nealis, Nealis & Frazel

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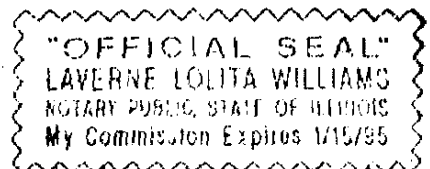
## STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated 12-15, 1992 Signature: Carmen Justiniano  
CARMEN JUSTINIANO

Subscribed and sworn to before me by the said \_\_\_\_\_ this 15 day of Dec., 1992.

Notary Public Laverne Lolita Williams



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated 12-15, 1992 Signature: Walter Justiniano  
WALTER JUSTINIANO

Manuel Justiniano  
MANUEL JUSTINIANO

Mildred Davila  
MILDRED DAVILA

Pedro Justiniano Jr.  
PEDRO JUSTINIANO, JR.

Danali Gonzalez  
DANALI GONZALEZ

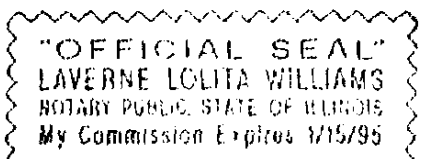
Michael Guzman  
MICHAEL GUZMAN

Lidia Tirado  
LIDIA TIRADO

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Subscribed and sworn to before me by the said \_\_\_\_\_ this 15<sup>th</sup> day of Dec., 1992.

Notary Public Laverne Lolita Williams



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

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-3-

under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 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 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 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.

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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

7. Inspection. Lender or their 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.

8. 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, 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.

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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 annual payments referred to paragraph 1 or change the amount of such payment.

9. 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.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signors. 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 16. 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.

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11. 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.

12. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 18. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 16.



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-5-

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address state herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonable require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 16.

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-6-

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

19. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

Riders attached: None.

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... executed by NBD TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee under Trust No. 51059-7 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said NBD TRUST COMPANY OF ILLINOIS hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained herein or in the note or in any other instrument given in evidence of the indebtedness secured hereby shall be construed as creating any liability on the part of the said First Party, Mortgagor, or on said NBD TRUST COMPANY OF ILLINOIS, personally to pay the said Note or any interest that may accrue thereon, or any indebtedness, accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the Trustee, the legal owner(s) or holder(s) of said Note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the First Party, Mortgagor, Trustee and said NBD TRUST COMPANY OF ILLINOIS personally are concerned, the legal holder or holders of said Note, and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any. All the covenants and conditions to be performed hereunder by NBD TRUST COMPANY OF ILLINOIS are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD TRUST COMPANY OF ILLINOIS by reason of any covenants, statements, representations, affirmations or warranties expressed or implied herein contained in this instrument.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD TRUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

Property of Cooper & ...

*[Handwritten signature]*  
NBD TRUST COMPANY OF ILLINOIS  
Trustee

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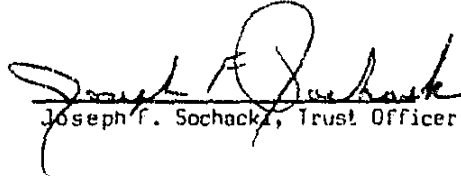
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-7-

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

NBD Trust Company of Illinois  
solely as Trustee under Trust  
Agreement dated 22 June 1979 and  
known as Trust Number 51059T and  
not personally, SEE TRUSTEE'S RIDER ATTACHED

  
George J. Logan, Assistant Secretary

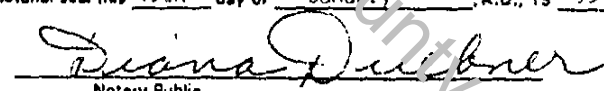
  
Joseph F. Sochacki, Trust Officer

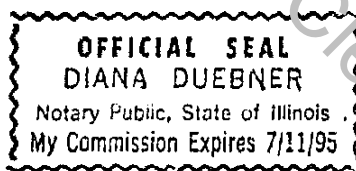
STATE OF ILLINOIS

COUNTY OF COOK

I, Diana Duebner, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph F. Sochacki, Assistant Vice President/ Trust Officer of NBD TRUST COMPANY OF ILLINOIS and George J. Logan, Assistant Vice President/ Assistant Secretary of said Company, personally known to me to be that same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President/ Trust Officer and Assistant Vice President/ Assistant Secretary, respectively, appeared before me this day on 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 Trust Company for the uses and purposes therein set forth, and said Assistant Vice President/ Assistant Secretary then and there acknowledged the he/she, as custodian of the corporate seal of said Trust Company did affix the corporate seal of said Trust Company to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Trust Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of January, A.D., 19 93

  
Notary Public



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This Document was prepared by William Novello, Deerfield, IL

RETURN TO BOX 95