

UNOFFICIAL COPY

TRUSTEE'S DEED

93164728

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made this 25th day of September, 1992, between CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 15th day of September, 1988, and known as Trust Number 1091504, party of the first part, and PETER R. SEMAN AND DONNA KUO SEMAN, his wife 1412 Bryn Mawr, Apt. 2W, Chicago, Illinois 60660

not as tenants in common, but as joint tenants, parties of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of Ten and 00/100 dollars, and other good and valuable considerations in hand paid, does hereby convey and quitclaim unto said parties of the second part, not as tenants in common, but as joint tenants, the following described real estate, situated in Cook County, Illinois, to-wit:

Lot 2 (except the North 20 feet) and the North 10 feet of Lot 3 in Block 10 in Congdon's Ridge Addition to Rogers Park, in Section 30, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO: Covenants, conditions and restrictions of record; private, public and utility easements; roads and highways; party wall rights and agreements; special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments; general seal taxes for the year 1992 and subsequent years.

Permanent index # 11-30-321-014

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said parties of the second part forever, not in tenancy in common, but in joint tenancy.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage of any there be of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice President and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY As Trustee as aforesaid,

By *Deen Michel* Assistant Vice President

Attest *Marylou Estadio* Assistant Secretary



DEPT. OF RECORDING \$23.50
T#0010 TRAN 0139 03/04/93 12:29:00
#3162 * 93-164728
COOK COUNTY RECORDER

This space for affixing riders and revenue stamps

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 Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument; as such Assistant Vice President and Assistant Secretary 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

OFFICIAL SEAL
Aida Di Mayo

Notary Public, State of Illinois
My Commission Expires 5/12/95

under my hand and Notarial Seal

Aida Di Mayo

Date Feb. 24, 1993

Notary Public

DELIVERY INSTRUCTIONS

NAME Cantuella e Cantuella
STREET 30 N. LaSalle
CITY Chgo IL 60644

OR

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
7248 North Hamilton
Chicago, IL 60645

THIS INSTRUMENT WAS PREPARED BY:
Melanie M. Hinds
111 West Washington Street
Chicago, Illinois 60602



23.50
LL

Document Number

93164728

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Property of Cook County Clerk's Office

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9 3 1 6 4 LOAN NO. 7710780

charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including reasonable attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid; (5) all sums paid by the Veterans Administration on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagee.

If Mortgagee shall pay said note at the time and in the manner aforesaid and shall abide by, comply with and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof hereby secured; and no extension of the time of payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand and seal of the Mortgagee, the day and year first written.

_____[SEAL] Errol A. Matthews _____[SEAL]
 ERROL A. MATTHEWS

_____[SEAL] Tenisha E. Jackson Matthews _____[SEAL]
 TENISHA E. JACKSON MATTHEWS

9316721

STATE OF ILLINOIS
COUNTY OF COOK

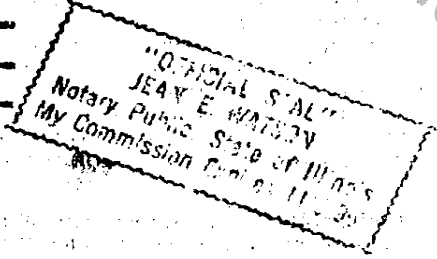
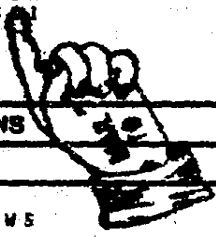
I, who undersigned, a notary public, in and for the county and State aforesaid, Do Hereby Certify That ERROL A. MATTHEWS AND TENISHA E. JACKSON MATTHEWS, HIS WIFE

personally known to me to be the same person whose name 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.

This instrument was prepared by:
JEAN IKHERR
MIDWEST FUNDING CORPORATION
1020 31ST STREET, SUITE 401

GIVEN under my hand and Notarial Seal this 25th day of February 1993
Jean E. Watters
Notary Public.

STATE OF ILLINOIS
Mortgage
ERROL A. MATTHEWS
TENISHA E. JACKSON MATTHEWS



TO
MIDWEST FUNDING CORPORATION
1020 31st Street, Suite 300

Doc. No. _____
Filed for Record in the Recorder's Office of _____ County, Illinois, on the _____ day of _____, A. D. 19____, at _____ o'clock _____ m., and duly recorded in Book _____ of _____ page _____
Clerk.

IN CASE OF FORECLOSURE of the mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for stenographers' fees of the complainant in such proceedings, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and

IN THE EVENT that the whole or said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagee, or any party claiming under said Mortgagee, and without regard to the solvency or insolvency at the time of such application for foreclosure, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the benefit of the Mortgagee, with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby, or in case of a breach of any other covenant or agreement herein stipulated, then the whole or said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has heretofore been made, he/she will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee jointly, and the Mortgagee hereby secured or to the restoration or repair of the property damaged, in event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagee in and to any insurance policies then in force shall pass to the purchaser or grantee.

AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagee does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinafter described. The Mortgagee shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses, and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or sublessee of such oil, gas or other mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

IF the total of the payments made by the Mortgagee under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited to the Mortgagee. If, however, Mortgagee shall pay for such items or, as the Mortgagee's option, the Trustee, shall be refunded to the Mortgagee. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagee shall pay to the Mortgagee as Trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagee or shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, the payment of the entire indebtedness represented thereby, the Mortgagee as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagee any credit balance remaining under the provisions of subparagraph (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage, resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise than by foreclosure, the Mortgagee as Trustee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagee under said subparagraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this mortgage. At Mortgagee's option, Mortgagee will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

- 1. Ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums; and
2. Interest on the note secured hereby; and
3. Amortization of the principal of the said note.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

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LOAN #: 7710780
CASE #: LH624604

VA MORTGAGE ACCELERATION CLAUSE

All VA Mortgages - Effective 03/01/88

"This loan is immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to section 1817A of chapter 37, title 38, United States Code."

"A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Administrator of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829 (b)."

"Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Veterans' Administration for a loan to which section 1817A of chapter 37, title 38, United States Code applies."

If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument."

Errol A. Matthews

MORTGAGOR ERROL A. MATTHEWS

Tenisha E. Jackson Matthews

MORTGAGOR TENISHA E. JACKSON MATTHEW

MORTGAGOR

MORTGAGOR

FEBRUARY 25, 1993

DATE

State of *Illinois*

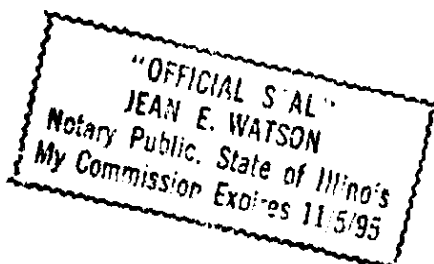
SS

County of *Cook*

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ERROL A. MATTHEWS AND TENISHA E. JACKSON MATTHEWS, HIS WIFE

personally known to me to be the same persons whose names 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.

Given under my hand and official seal, this 25th day of February



Jean E. Watson
Notary Public

Commission Expires

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9 3 1 6 4 7 3 1

LOAN #: 7710780
CASE #: LH824604

Veterans Affairs Rider To The Deed of Trust/Mortgage

This Rider is made this 25th day of February 1993 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor")

ERROL A. MATTHEWS AND TENISHA E. JACKSON MATTHEWS, HIS WIFE

and covering the property described in the Instrument and located at (Property Address):

1717 NORTH MAYFIELD AVENUE, CHICAGO, IL 60639

"The title 'Secretary of Veterans Affairs' shall be substituted for that of 'Administrator of Veterans Affairs' and the designation 'Department of Veterans Affairs' shall be substituted for that of 'Veterans Administration' each time either appears in the Deed of Trust/Mortgage pursuant to the provisions of Section 2, Pub. L. No. 100-527, the Department of Veterans Affairs Act."

IN WITNESS WHEREOF, the Mortgagor has executed this Rider.

Errol A. Matthews
MORTGAGOR ERROL A. MATTHEWS

Tenisha E. Jackson Matthews
MORTGAGOR TENISHA E. JACKSON MATTHEW

MORTGAGOR

MORTGAGOR

DATE

2/25/93

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