

UNOFFICIAL COPY 93239405
GALENA HOMES AT LAKE ARLINGTON TOWNE
WARRANTY DEED

The Grantor, Lake Arlington Development Partnership an Illinois general partnership, by Kimball Hill Inc., an Illinois corporation, its sole general partner, for and in consideration of \$10.00 and other good and valuable consideration in hand paid, and pursuant to authority given by the Board of Directors of said corporation, conveys and warrants to:

JZ

STANLEY KROL & ZOFIA KROL HUSBAND AND WIFE Grantee(s)
not in Tenancy in Common, but in Joint Tenancy, the described real estate attached as exhibit "A", situated in Cook County, Illinois, to wit:

SUBJECT TO:

- (a) The Plat of Subdivision;
- (b) covenants, conditions and restrictions of record, including the Condominium Declaration;
- (c) current real estate taxes and taxes for subsequent years;
- (d) party wall rights and party wall agreement, if any;
- (e) public, private and utility easements of record (including those provided for in any Plat which may hereinafter be recorded);
- (f) applicable zoning, planned unit development, and building laws and ordinances;
- (g) drainage ditches, feeders, laterals, if any;
- (h) roads and highways, if any;
- (i) minor matters not affecting the use of the Residential Unit;
- (j) matters over which the Title Insurer is willing to insure;
- (k) act done or suffered by Grantee; and
- (l) Grantee's mortgage.

TO HAVE AND TO HOLD forever said premises, not in Tenancy in Common, but in Joint Tenancy.

Real Estate Index Number: 03-16-411-004-0000

Address of Real Estate: 2007 SILVER LAKE ROAD ARLINGTON HEIGHTS, IL 60005

In witness whereof, said Grantor has caused its name to be signed on this instrument by its Senior Vice President and attested by its Secretary, this 30th day of MARCH 1993.

Lake Arlington Development Partnership, an Illinois general partnership by Kimball Hill, Inc., an Illinois corporation, its sole general partner

By: Hal H. Barber
Hal H. Barber, Senior Vice President

Attest: Barbara G. Cooley
Barbara G. Cooley, Secretary

State of Illinois)
County of Cook) SS

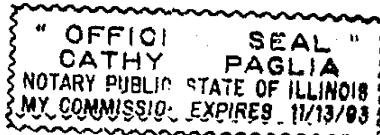
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I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Hal H. Barber, personally known to me to be the Senior Vice President of Kimball Hill, Inc., an Illinois corporation, and Barbara G. Cooley, personally known to me to be the Secretary of said corporation, 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 Senior Vice President and Secretary of said corporation signed and delivered the said instrument, 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 30th day of MARCH 1993.

Cathy Paglia
NOTARY PUBLIC



This instrument was prepared by Susan K. Klatt, 5999 New Wilke Road, #504, Rolling Meadows, IL 60008.

After recording mail to:

BONALD WIETecha
301 W Touhy
PARK RIDGE IL 60068

Tax bill mailing address:

Stanley Krol
2007 SILVER LAKE RD.
ARLINGTON HEIGHTS, IL 60004

Condo 9/92

Box 333

COOK
CU. NO. 018
038027

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
REVENUE
DEPT. OF REVENUE
179.50

REAL ESTATE TRANSACTION TAX
REVENUE
STAMP
APR 1 1993
89.75

74-09-4243

93000988

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Property of Cook County Clerk's Office



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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 007409424 SK
STREET ADDRESS: 2007 SILVER LAKE ROAD
CITY: ARLINGTON HEIGHTS COUNTY: COOK
TAX NUMBER: 03-16-499-999-1025

LEGAL DESCRIPTION:

UNIT 1-3, IN GALENA AT LAKE ARLINGTON TOWNE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 1 IN LAKE ARLINGTON TOWNE UNIT 7, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 11, 1992 AS DOCUMENT 92938309 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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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 a 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 as if no acceleration had 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 reasonably 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. 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 paragraph 17 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 non-existence 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

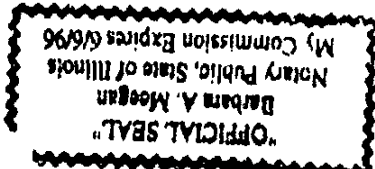
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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Form 3014 9/90 (page 6 of 6 pages)



Kim Blinghoffer
(Name)
Park Forest, IL
(Address)

This instrument was prepared by

Return to:
FIRSTAF HOME MORTGAGE CORPORATION
99 Indianwood Boulevard
Park Forest, IL 60466-0977

Notary Public

81562336

My Commission expires:

Given under my hand and official seal, this 31st day of March, 1993

forth.

and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed

, personally known to me to be the same person(s) whose name(s) are

do hereby certify that Muhammad and Zaketha Ali, Husband & Wife

, a Notary Public in and for said county and state,
County ss:

Barbara A. Meegan
STATE OF ILLINOIS.

(Seal) -Borrower

(Seal) -Borrower

Zaketha Ali
(Seal) -Borrower

Muhammad Ali
(Seal) -Borrower

Witness:

Witness:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

[Check applicable box(es)]

24. 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.

X