

SEP 29 1961

*Box 97*



Date Of First Registration

APRIL FIRST (1st) 1920  
TRANSFERRED FROM  
CERTIFICATE NO. 888454

93240579

State of Illinois  
Cook County

I Sidney R. Olsen Registrar of Titles in  
and for said County, in the State aforesaid, do hereby certify that

FRANK J. CARONE AND ANN M. CARONE  
MET IN TENANCY IN COMMON, BUT IN JOINT TENANCY  
( Married to each other )

of the WILTON County of and State of ILLINOIS  
are the owner<sup>s</sup> of an estate in fee simple, in the following described  
land situated in the County of Cook and State of Illinois.

DESCRIPTION OF LAND

LOT ONE HUNDRED NINETEEN-----9(110)

In 3rd. Addition to ALMAR MEADOWS, being a Subdivision of part of Lot Four (4), in the Partition  
of that part of the West Half (1/2) of Section 14, Township 36 North, Range 14, East of the Third Principal  
Meridian, lying North of the River and the East Half (1/2) of the South West Quarter (1/4) of Section 11,  
Township 36 North, Range 14, East of the Third Principal Meridian (Except Hall and Land), according  
to Plat of said 3rd. Addition to Almar Meadows registered in the Office of the Registrar of Titles of  
Cook County, Illinois, on January 19, 1961, as Document Number 1060640.

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*Plat 2914-153-037*

DEPT-11 RECORD.T  
190011 TRAN 9262 04/01/93 11:34:00 \$23.00  
#0509 \* -93-240579  
COOK COUNTY RECORDER

Subject to the Estates, Easements, Incumbrances and Charges noted on  
the following memorials page of this Certificate.

Witness My hand and Official Seal

This 29th day of AUGUST 1961

*S. R. Olsen*  
1961  
Sidney R. Olsen

UNOFFICIAL COPY

6/20/2011

Property of Cook County Clerk's Office

EXHIBIT

93240579

# UNOFFICIAL COPY

## OF ESTATES, EASEMENTS, INCUMBRANCES AND CHARGES ON THE LAND,

DOCUMENT NO.

NATURE AND TERMS OF DOCUMENT

DATE OF DOCUMENT

DATE OF REGISTRATION  
YEAR MONTH DAY HOUR

SIGNATURE OF REGISTRAR

175585-01

General Taxes for the year 1960, 1st. Instl. Paid, 2nd Instl. not paid.  
 Subject to General Taxes levied in the year 1961.  
 Subject to Public Utility, Storm Sewer and surface drainage easements as shown on Plat registered as Document Number 1990540; and to reversion and grant of easements to Illinois Bell Telephone Company and Commonwealth Edison Company, their successors and assigns, for the purpose of serving foregoing premises and other property with telephone and electric service, together with all other rights therein granted, as set forth in said Plat; and subject to all limitations contained therein. For particulars see document number 1990540.

*[Handwritten Signature]*

In dup.

1991750

Trust Deed from Frank J. Carone and Ann M. Carone, to Anthony Carone, as trustee, in full and final satisfaction of a promissory note for \$0,000.00, payable as therein stated. For particulars see document number 1991750.

Aug. 8, 1961 2:02PM

*[Handwritten Signature]*

*[Handwritten Signature]*

Mortgage's Duplicate Certificate #374035 issued 2-6-61 of Trust Deed #1991750.

RECORDED	INDEXED	FILED
231634	3/22/67	27

175585-07

In Duplicate

2316340

General Taxes for the year 1960.  
 Subject to General Taxes levied in the year 1967.  
 Release Deed in favor of Frank J. Carone, et ux.  
 Release Document Number 1991750.

Mar. 22, 1967 1:07 PM

OFFICE OF COOK COUNTY CLERK'S OFFICE

93240579  
08208888

UNOFFICIAL COPY

Property of Cook County Clerk's Office

BY 01504

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# UNOFFICIAL COPY

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

17. **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 written 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 those 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.

18. **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 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 use 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.

# UNOFFICIAL COPY

My Commission Expires 8/20/98

BANC ONE MORTGAGE CORPORATION  
ALYDA MARCHUK

This instrument was prepared by ALYDA MARCHUK

OFFICIAL SEAL  
BANDRA L. TUCKER  
Notary Public, State of Illinois 2018  
My Commission Expires 8/20/98

Notary Public

My Commission Expires 8/20/98

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
signed and delivered the said instrument as  
free and voluntary act, for the use and purchase therein set forth.  
day of February 1998  
Brandon J. Tucker

personally known to me to be the same person(s) whose name(s)  
a Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS

County of Rock

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower  
NATHAN S. MADON

(Seal) Borrower

(Seal) Borrower  
RICHARD R. MADON

(Seal) Borrower

Witnesses  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in the Security Instrument and in  
any instrument executed by Borrower and recorded with it.

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

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 this Security Instrument as if the rider(s) were a part of this Security Instrument.

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