

WARRANTY DEED
Statutory (ILLINOIS)
(Individual to Individual)

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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 Anthony E. Carroll and Shirley B. Carroll, his wife; **NANCY CARROLL, SINGLE NEVER MARRIED, AS JOINT TENANTS**

94584020

of the City of Westchester and Palos Hills
State of Illinois County of Cook
for and in consideration of

DEPT-01 RECORDING \$23.50
140000 TRAH 8478 07/05/94 15:44:00
1593 1 C.1 * 94-584020
COOK COUNTY RECORDER

Ten and No cents (10.00) DOLLARS,
and other good and valuable considerations
in hand paid,

CONVEY and WARRANT to
Daniel F. Savickas, 13415 Huntmaster, Lemont, IL
BACHELOR, NEVER MARRIED

(The Above Space For Recorder's Use Only)

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

LEGAL DESCRIPTION:

UNIT 1118-1A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE RIVIERA REGAL CONDOMINIUM PHASE II AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 85384520, OF PART OF THE NORTHEAST 1/4 OF SECTION 23, AND PART OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

SUBJECT TO: covenants, conditions, and restrictions of record.

Document No.(s) _____;

_____ and to General Taxes for _____ and subsequent years.

Permanent Real Estate Index Number(s): ~~86384520~~ 23-23-101-116-1054

Address(es) of Real Estate: 1118 S. 84th Avenue, #1A, Palos Hills, IL

DATED this 30th day of JUNE 1994

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Anthony E. Carroll (SEAL) *Shirley B. Carroll* (SEAL)
ANTHONY E. CARROLL SHIRLEY B. CARROLL
Nancy C. Carroll (SEAL) *Nancy C. Carroll* (SEAL)
NANCY C. CARROLL

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 *Anthony E. Carroll and Shirley B. Carroll, his wife and Nancy C. Carroll, single never married* personally known to me to be the same person *S* whose names are 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.

Given under my hand and official seal, this 30th day of June 1994

Commission expires 10-8 1997 *Lynn A. Barger*
NOTARY PUBLIC

This instrument was prepared by *Karlene Behringer, One Tower Lane, 15th Floor, Oakbrook Terrace, IL* (NAME AND ADDRESS)



23.50

1st AMERICAN TITLE order # FATC CW76961 ck.

AFFIX "RIDERS" OR REVENUE STAMPS HERE

94584020

Send To: *John Farnano*
MAIL TO: 2336 W. 103rd St.
Palos Hills, IL

SEND SUBSEQUENT TAX BILL TO: *LYNN A BARGER*
Daniel F. Savickas
11118 S. 84th Avenue,
Palos Hills, IL 60465

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Warranty Deed
INDIVIDUAL TO INDIVIDUAL

TO

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office

03:18:56

UNOFFICIAL COPY

LOAN NO. 4106750

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.

16. 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 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.

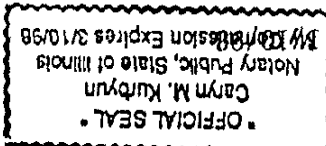
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

94584421

1020 31ST STREET, SUITE 300
MIDWEST LENDING CORPORATION
DOWNERS GROVE, ILLINOIS 60515

This instrument was prepared by: CORREN MERTLEN

My Commission expires:



Notary Public

[Signature]
1994

Given under my hand and official seal this 30TH day of JUNE, 1994, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

I, THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify that DANIEL F. SAVICKAS, WIFE, NEVER MARRIED,



STATE OF ILLINOIS, COOK

County ss:

[State Below This Line For Acknowledgment]

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower DANIEL F. SAVICKAS

Witnesses:

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.

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

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. [Check applicable box(es)]

124178576

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