

UNOFFICIAL COPY

TRUSTEE'S DEED

Form 1591

Joint Tenancy

The above space for recorders use only

THIS INDENTURE, made this 24TH day of JUNE, 1994, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement, dated the 1ST day of OCTOBER, 1986, and known as Trust Number 100200-06 party of the first part, and GENE R. SMITH AND MAUREEN LEPPER, 15727 PEGGY LANE, OAK FOREST, ILLINOIS, parties of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of TEN AND NO/100 (10.00) Dollars, and other good and valuable considerations in hand paid, does hereby convey and quit claim unto said parties of the second part, not in tenancy in common, but in joint tenancy, the following described real estate, situated in COOK County, Illinois, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

DEPT-01 RECORDING 123.50  
140000 TRAN 8478 07/05/94 15:56:00  
57864 \$ COOK 8-24-94 584090  
COOK COUNTY RECORDER

1st AMERICAN TITLE order #

*Ln* [Signature] [Signature]

Trax # 08-17-402-021

together with the tenements and appurtenances thereunto belonging.

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

94584090

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all prior deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

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 one of its Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee as aforesaid, and not personally.



By \_\_\_\_\_ VICE PRESIDENT

Attest \_\_\_\_\_ ASSISTANT SECRETARY

STATE OF ILLINOIS } SS  
COUNTY OF COOK }

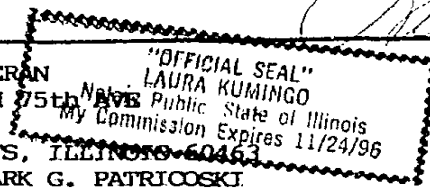
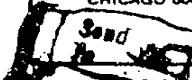
I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that the above named NATIONAL BANK AND TRUST COMPANY OF CHICAGO a National Banking Association, Grantor personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 National Banking Association for the use 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 National Banking Association caused the corporate seal of said National Banking Association 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 National Banking Association for the uses and purposes therein set forth.

This instrument prepared by J. MICHAEL WHELAN American National Bank and Trust Company 33 NORTH LA SALLE STREET, CHICAGO 60690

Given under my hand and Notary Seal.

JUN 24 1994 Date

*Laura Kumingo* Notary Public



DELIVERY INSTRUCTIONS  
STREET 11800 SOUTH 75th  
SUITE 300  
CITY PALOS HEIGHTS, ILLINOIS 60463  
ATTN: MR. MARK G. PATRICKSKI

OR

15727 PEGGY LANE

OAK FOREST, ILLINOIS

RECORDER'S OFFICE BOX NUMBER

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

This space for affixing riders and etc

Document Number

235

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Property of Cook County Clerk's Office

06040376

# UNOFFICIAL COPY

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Unit 7-10 in Shibui South Condominium, as delineated on a survey attached as Exhibit "A" to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Shibui South Condominium, made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 1, 1984, and known as Trust Number 61991, recorded March 5, 1993 as Document 93168945, as amended from time to time, in the West 3/4 of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, IL, together with its undivided percentage interest in the common elements, as amended from time to time.

Grantor also hereby grants to Grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned declaration.

This Deed is subject to all rights, easements, restrictions, conditions, covenants, and reservations contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

Cook County Clerk's Office

94584090

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(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:

- I. ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums;
- II. Interest on the note secured hereby; and
- III. amortization of the principal of the 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, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due 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.

If the total of the payments made by the Mortgagor 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 on subsequent payments to be made by the Mortgagor for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagor 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 Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full 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 Mortgagor 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 after default, 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 Mortgagor 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.

AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor 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 hereinabove described. The Mortgagor 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 mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

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 theretofore 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 Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness 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 Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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 of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

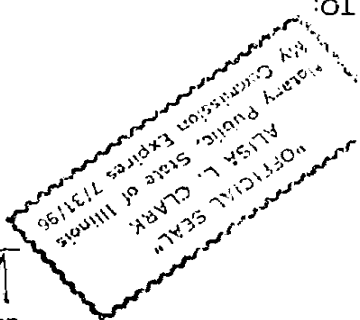
IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such application for a receiver, 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 CASE OF FORECLOSURE of this 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 proceeding, 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

92584188

Berkshire Mortgage Corporation  
901 North Elm  
Hinsdale, IL 60521-3632

AFTER RECORDING, RETURN TO:



Property of Cook County Clerk's Office

Notary Public

GIVEN under my hand and Notarial Seal this 30th day of JUNE, 1994

This instrument was prepared by:  
Kristine E. McCann

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 he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Certify that Stanley E. Trotter, a notary public, in and for the county and State aforesaid, Do Hereby

STATE OF ILLINOIS  
COUNTY OF COOK

SS

\_\_\_\_\_  
[SEAL]

\_\_\_\_\_  
[SEAL]

Stanley E. Trotter

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

hereby secured or any transferee thereof whether by operation of law or otherwise.

shall include the plural, the singular, and the term "Mortgage" shall include any payee of the indebtedness heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective inconsistent with said Title or Regulations are hereby amended to conform thereto.

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 If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and manner, the original liability of the Mortgagor.

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 Mortgagor to any successor in interest of the Mortgagor shall operate to release, in any The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of release or satisfaction by Mortgagor.

Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such Mortgagor after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgage will, within 30 days after written demand therefor by Mortgagor, shall pay said note at the time and in the manner aforesaid and shall abide by, comply with and duly

Mortgage. 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 Mortgagor, if any, for any purpose authorized in advances are made; (3) all the accrued interest remaining unpaid on the principal indebtedness, from the time such principal money remaining unpaid; (5) all sums paid by the Department of Veterans Affairs 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

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

HERE 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 Mortgagor, if any, for any purpose authorized in advances are made; (3) all the accrued interest remaining unpaid on the principal indebtedness, from the time such principal money remaining unpaid; (5) all sums paid by the Department of Veterans Affairs 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

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