

UNOFFICIAL COPY

TRUSTEE'S DEED

9469020

Form 2991

Joint Tenancy

The above space for recorders use only

THIS INDENTURE, made this 5th day of July, 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 24th day of November, 1987, and known as Trust Number 10372 party of the first part, and ANTHONY L. MAZZA AND MARY I. MAZZA, 3711 S. 59th Court, Cicero, IL 60650

, parties of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten Dollars and No/100ths 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:
\*Successor Trustee to Comerica Bank-Illinois

Lot 512 in Third Avenue Boulevard Addition to Boulevard Manor, being a Subdivision of the South West Quarter of the South East Quarter of Section 32, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 16-32-417-005

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.

9469020

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 trust 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 in 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 as personally.



By: JAMES KIEL, VICE PRESIDENT
Attest: DENNIS JOHN CARRARA, 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 Vice President and Assistant Secretary of the AMERICAN 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 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 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 American National Bank and Trust Company 33 NORTH LA SALLE STREET, CHICAGO 90980

Notary Public, State of Illinois
Date 7/7/94
Notary Public

DELIVERY INSTRUCTIONS

Edmond P. Wawelchik
6846 W. Cermak Rd.
Berwyn, Ill. 60402

OR

RECORDER'S OFFICE BOX NUMBER

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

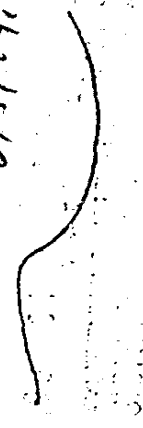
3711 S. 59th Court
Cicero, IL 60650


Handwritten notations: 2356, RP

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REPT-11 \$23.50  
T#0013 TRIM 7444 08/04/94 11.06.00  
49829 # 117 \* 121 0090020  
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

8/9/94  




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**UNIFORM COVENANTS** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender) if Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

26. **Release.** Lender's release of all sums secured by this Security Instrument... shall release this Security...

27. **Acceleration Remedies.** Lender shall give notice to Borrower prior to exercising following Borrower's...

28. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release...

29. **Change of Lender.** Lender shall give notice to Borrower of any change of lender...

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 2 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.



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7. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

9. **Amount of Award.** The proceeds shall be applied to the sums secured by this Security Instrument, and shall be paid to Lender and shall be paid to Lender.

10. **Partial Taking.** In the event of a partial taking of the Property in which the sums secured by this Security Instrument are equal to or greater than the amount of the sums secured by this Security Instrument, the amount of the sums secured by this Security Instrument shall be reduced by the amount of the sums secured by this Security Instrument. In the event of a partial taking of the Property in which the sums secured by this Security Instrument are less than the amount of the sums secured by this Security Instrument, the amount of the sums secured by this Security Instrument shall be reduced by the amount of the sums secured by this Security Instrument. In the event of a partial taking of the Property in which the sums secured by this Security Instrument are less than the amount of the sums secured by this Security Instrument, the amount of the sums secured by this Security Instrument shall be reduced by the amount of the sums secured by this Security Instrument.

11. **Borrower Not Released; Forfeiture by Lender Not a Waiver.** Expansion of the time for payment of a secured obligation or the amount of the secured obligation, or the extension of the time for payment of a secured obligation, shall not constitute a release of the borrower from its obligations under this Security Instrument, and shall not constitute a waiver of the lender's right to enforce any right or remedy shall not be available to the lender. Any extension of time for payment of a secured obligation shall not constitute a release of the borrower from its obligations under this Security Instrument, and shall not constitute a waiver of the lender's right to enforce any right or remedy shall not be available to the lender.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 13 hereof, and shall bind and benefit the successors and assigns of Lender and Borrower who co-sign this Security Instrument. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower who co-sign this Security Instrument. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower who co-sign this Security Instrument.

13. **Loan Charges.** The loan secured by this Security Instrument is subject to a law which sets maximum loan charges and interest rates. Lender is permitted to charge, then (a) any such loan charge shall be reduced by the amount necessary to reduce the amount of the interest rate, and (b) any sums already collected from Borrower shall be applied to the amount of the interest rate. Lender may choose to make this refund by crediting the principal owed under the Note or by making a cash refund to the Borrower. The refund reduces principal; the reduction will be treated as if partial prepayment without any prepayment of principal under the Note.

14. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to the Borrower at the address provided for in this Security Instrument, or to the address designated by notice to Lender when given as provided in this Security Instrument. Any notice to Lender shall be given by delivering it to the address designated by notice to Lender. Any notice to Lender shall be given by delivering it to the address designated by notice to Lender. Any notice to Lender shall be given by delivering it to the address designated by notice to Lender.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the State of California. If any provision of this Security Instrument or the Note is held to be unenforceable under applicable law, the enforceability of the remaining provisions of this Security Instrument and the Note shall not be affected. If any provision of this Security Instrument or the Note is held to be unenforceable under applicable law, the enforceability of the remaining provisions of this Security Instrument and the Note shall not be affected.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in the Property or a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person, then the transferee shall be deemed to have been given notice of this Security Instrument and the Note.

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**American National Bank**


and Trust Company of Chicago

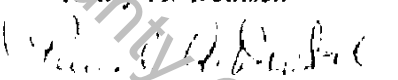
33 North LaSalle Street, Chicago, Illinois 60601-3121 (616-5XXX)

**BALLOON RIDER**

\* If the monthly instalment herein is more than twice the regularly scheduled monthly instalments, it is identified as a BALLOON PAYMENT.

THIS LOAN IS DUE AND PAYABLE IN 5 YEARS. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

X   
Henry A. Deutsch

X   
Pamela A. Deutsch

PROPERTY OF COOK COUNTY Clerk's Office

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