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UNOFFICIAL COPY

TRUSTEE'S DEED

(Not Valid for Hours (A), (B) Only.)

RECORDED TO STATE

THIS INDENTURE, made this 26th day of August, 1994, between WORTH BANK AND TRUST, a corporation of Illinois as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said WORTH BANK AND TRUST in pursuance of a trust agreement dated the 28th day of July, 1987, and known as Trust Number A180, party of the first part, and East Side Bank & Trust Co., Trust No. 1650, dated June 8, 1992,

of 10635 Ewing Avenue, Chicago, Ill., 60617, party of the second part,

WITNESSETH, that said party of the first part, in consideration of the sum of TEN DOLLARS AND NO CENTS, 00/100, and other good and valuable consideration in hand paid, does hereby grant, sell, convey and quit claim unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

PARCEL 1: LOT 58 IN CRYSTAL TREE, A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID, FOR INGRESS AND EGRESS OVER PRIVATE ROADWAY AS SHOWN ON PLAT OF CRYSTAL TREE AFORESAID AND AS CREATED BY THE DEED DATED JUNE 8, 1988 AND RECORDED JUNE 13, 1988 AS DOC# 88254545.

PIN: 27-08-402-045

COMMONLY KNOWN AS: 10719 Misty Hill Road, Orland Park, IL. 60462 (LOT 58)

SUBJECT TO: General taxes for the year 1993 and subsequent years; covenants conditions and restrictions of record.

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DEPT-01 RECORDING \$23.50
T91111 TRAN 6548 09/13/94 09:24:00
#9105 # CG # -94-797626
COOK COUNTY RECORDER

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unrelieved at the date of the delivery thereto.

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 its ASSISTANT Trust Officer and attested by its OPERATIONS MANAGER, the day and year first above written.

Prepared by: Worth Bank & Trust
Trust Department
11850 S. Harlem Avenue
Palos Heights, IL 60463

WORTH BANK AND TRUST
As Trustee, as aforesaid,

By: *[Signature]*
ASSISTANT Trust Officer
[Signature]
OPERATIONS MANAGER

MAIL RECORDED DEED TO:
Dwight P. Bailey
14300 Ravinia #100
Orland Park, IL 60462

235602

S141307AC

I, TOM UNDERHILL, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JEANNE J. PRENDERGAST, ASSISTANT TRUST OFFICER of the WORTH BANK AND TRUST and MARISA BRAASCH, OPERATIONS MANAGER ~~XXXXX~~ of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT TRUST OFFICER and OPERATIONS MANAGER, 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 Company, for the uses and purposes therein set forth; and the said ASST. T.O. did also then and there acknowledge that said OPERATIONS MANAGER, as custodian of the corporate seal of said Company, did affix the said corporate seal of said company to said instrument as HER, own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 26th day of AUGUST, 1994.

Margaret C. Vanek
Notary Public



My commission expires 7/18/98

Property of Cook County Clerk's Office

002564

94707626
Cook County
REAL ESTATE TRANSACTION TAX
JUL 1994
REVENUE STAMP
0.05

002564

STATE OF ILLINOIS
JUL 1994
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE
11350

UNOFFICIAL COPY

FORM NO. 3014 (9-90)

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

10. 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 extinguishment in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by the Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by the Security Instrument shall be reduced by the amount of the proceeds, multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, (a) by co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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.

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8 Mortgage Insurance - Lender required most in an effort to maintain the condition of making the loan secured by this Security, the borrower shall pay the premium required to maintain the mortgage insurance in effect. If for any reason the mortgage insurance is not maintained, the mortgage insurance company shall pay the premium required to maintain the mortgage insurance in effect. If the mortgage insurance company is not maintained, the mortgage insurance company shall pay the premium required to maintain the mortgage insurance in effect. If the mortgage insurance company is not maintained, the mortgage insurance company shall pay the premium required to maintain the mortgage insurance in effect. If the mortgage insurance company is not maintained, the mortgage insurance company shall pay the premium required to maintain the mortgage insurance in effect.

9 Protection of Lender's Rights in the Property - If the borrower fails to perform the covenants and agreements contained in this Security, the lender shall have the right to foreclose on the property, and to take any action necessary to protect the value of the property and to enforce its rights in the property. The lender shall have the right to foreclose on the property, and to take any action necessary to protect the value of the property and to enforce its rights in the property. The lender shall have the right to foreclose on the property, and to take any action necessary to protect the value of the property and to enforce its rights in the property.

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 for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld. If the Property is used for any other purpose, whether residential or commercial, or for any other purpose, Lender shall not be bound to provide any of the benefits provided for in this Security. Lender shall also be in default if Borrower, during the term of this Security, in any manner, fails to maintain the Property in accordance with the covenants and agreements contained in this Security. Lender shall also be in default if Borrower, during the term of this Security, in any manner, fails to maintain the Property in accordance with the covenants and agreements contained in this Security.

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. Lenders 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 repair is economically feasible and Lender's security is not lessened, the amount of the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given. Lenders 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 the proceeds referred to in paragraph 1 of the Property are not applied to the acquisition of the Property, the proceeds referred to in paragraph 1 of the Property shall pass to Lender to the extent of the sums secured by the Security instrument immediately prior to the acquisition.

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LOAN NO. 00149001

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)]

- 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

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.

Witnesses:

Jeffrey R. Boon
Jeffrey R. Boon

Catherine A. Boon
Catherine A. Boon

Property of Cook County

94502056

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS,

County of COOK

County #8:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that Jeffrey R. Boon and Catherine A. Boon, Husband and Wife, 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 they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

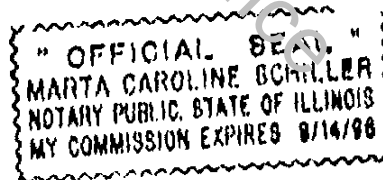
Given under my hand and official seal, this 31st day of May, 1994

My Commission expires

Marta Caroline Schiller
Notary Public

This instrument was prepared by

Victor Schiller



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BIWEEKLY PAYMENT RIDER

(FIXED RATE)

THIS BIWEEKLY PAYMENT RIDER is made this 15th day of May, 2011 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to LaSalle Bank Northbrook, an Illinois State Banking Association (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

6112 N. Dearborn
Chicago, IL 60630

Property Address:

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments and the termination of the Borrower's right to make the biweekly payments as follows:

1. (OMITTED)

2. INTEREST

The interest rate required by Section 2 of the Note will increase 0.25% if the Note Holder exercises its option to terminate biweekly payments pursuant to Section 7(C) of the Note and this Rider.

3. PAYMENTS

(A) TIME AND PLACE OF PAYMENTS

I will pay principal and interest by making payments every fourteen calendar days (the "biweekly payments"), beginning on 5/17/2011. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at LaSalle Tufman Home Mortgage Corporation or at a different place if required by the Note Holder.

(B) AMOUNT OF BIWEEKLY PAYMENTS

My biweekly payment will be in the amount of U.S. \$ 500.00.

(C) MANNER OF PAYMENT

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder. On or before the date of this Note, I will cause the Note Holder to have in its possession my written authorization and voided check for the account from which my biweekly payments will be deducted. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due. I will not change the account from which my biweekly payments are deducted to a new account with the Note Holder without the prior written consent of the Note Holder.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment of the date it is due until I have paid all amounts owed under this Note.

4. TERM

If I make all my biweekly payments on time and pay all other amounts owed under the Note, I will repay my loan in full on March 2, 2017, which is called the "Maturity Date". If on the Maturity Date I still owe amounts under this Note, I will pay those amounts in full on that date.

5. (OMITTED)

6. (OMITTED)

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BIWEEKLY PAYMENT INSTRUMENT

Signature lines for Borrower and Lender, with names partially visible: "Borrower" and "Lender".

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this

Instrument. Lender warrants that the instrument is a legal obligation of the Borrower and that the instrument is enforceable against the Borrower.

1. The "maturity date" is defined as the date on which the instrument is due and payable.

BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

The Borrower agrees to make biweekly payments as provided under the conditions stated in Section 2 of the Security Instrument. The amount of the biweekly payments shall be as follows:

(a) The "maturity date" is defined as the date on which the instrument is due and payable. The amount of the biweekly payments shall be as follows:

(C) CONVERSION FROM BIWEEKLY PAYMENTS

If the Borrower does not pay the full amount of any biweekly or monthly payment on the date it is due, I will pay a late charge for overdue payments.

(A) LATE CHARGE FOR OVERDUE PAYMENTS

7. BORROWER'S FAILURE TO PAY AS REQUIRED: If the Borrower does not receive the full amount of any biweekly payment on the date it is due, I will pay a late charge for overdue payments.

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