

UNOFFICIAL COPY

94800612

COLE TAYLOR BANK

TRUSTEE'S DEED

The above space for recorder's use only

THIS INDENTURE, made this 23rd day of August, 1994, between COLE TAYLOR BANK, an Illinois Banking Corporation, Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered in pursuance of a trust agreement dated the 20th day of November, 1956, and known as Trust No. X, 1802, party of the first part, and PEDRO MARQUEZ and MARIA PETDAD OSEQUEDA parties of the second part.

Address of Grantee(s): 4741 S. Ada, Chicago, Illinois 60609

WITNESSETH, that said party of the first part, in consideration of the sum of Ten (\$10.00) dollars, and other good and valuable considerations in hand paid, does hereby Quit Claim and convey unto said parties of the second part, not as tenants in common but as joint tenants

the following described real estate, situated in Cook

County, Illinois, to-wit:

Lots 23 and 24 in Block 2 in Riley's Subdivision of Block 24 in Stone and Whitney's Subdivision in Section 7, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

DEPT-01 RECORDING \$23.50
140000 TRAN 9338 09/14/94 12:07:00
4004 C.J * - 94 - 800612
COOK COUNTY RECORDER

SUBJECT TO: General taxes for 1994 and subsequent years; covenants, conditions, restrictions and easements of records; building lines

e stamps



PIN: 20-07-214-046 and 047-0000

Together with the tenements and appurtenances thereunto belonging, TO HAVE AND TO HOLD the same unto said parties of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

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.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its Trust Officer Constance E. Conside and attested by its Trust Officer, the day and year first above written.

COLE TAYLOR BANK

By: Constance E. Conside Trust Officer

AS TRUSTEE AS AFORESAID

Attest: Lucille C. Hart Trust Officer

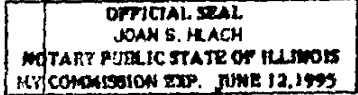
STATE OF ILLINOIS

SS.

COUNTY OF COOK

I, the undersigned a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT Constance E. Conside, Trust Officer and Lucille C. Hart Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Trust Officer and Trust Officer 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, as the free and voluntary act of said Bank, for uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that said Trust Officer, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Trust Officer's own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23 day of August, 1994



Joan S. Black
Notary Public

DELIVERY TO:

NAME Luis C. MARTINEZ
STREET 3743 W 26TH ST
CITY CHGO IL 60623

OR RECORDER'S BOX NO.



FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
4854 S. Marshfield
Chicago, Illinois 60609

This instrument was prepared

by Lucille C. Hart

COLE TAYLOR BANK
5501 W. 79th Street
Burbank, Illinois 60459

This space to

94800612

Document Number

ONE
PK

UNOFFICIAL COPY

BOX NO.

Trustee's Feed

5

COLE
TAYLOR
BANK

As Trustee under Trust Agreement

Property of Cook County Clerk's Office

21000346

STATE OF ILLINOIS
COUNTY OF COOK
CLERK OF THE COURT

STATE OF ILLINOIS
COUNTY OF COOK
CLERK OF THE COURT

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 21 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 periods 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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9. 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.

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 conveyance 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 this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this 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 of 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) is 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 charges 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 the 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

CT900516

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Handwritten initials and scribbles in the top left corner.

COLE TAYLOR BANK
5501 W. 79th Street
Chicago, Illinois 60649
LUCILLE G. HART
This instrument was prepared by
LUCILLE G. HART
FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
4854 S. MATHFIELD
Chicago, Illinois 60609

OR RECORDER'S BOX NO.
STREET
CITY
NAME
3743 W 26 TH ST
LUI S. C. MARTINEZ
STREET 4854 S. MATHFIELD
CITY CHICAGO

OFFICIAL SEAL
JOAN S. BLACH
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES JUNE 12, 1995

I, the undersigned, a Notary Public in and for said County, in the said aforesaid, DO HEREBY CERTIFY, THAT
a Notary Public in and for said County, in the said aforesaid, DO HEREBY CERTIFY, THAT
Constancia E. Constance, Trust Officer, Trust Officer, Trust Officer, Trust Officer,
LUCILLE G. HART and
COLE TAYLOR BANK
Trust Officer of said Bank, personally known to me to be the said persons whose names are
subscribed to the foregoing instrument, in such, Trust Officer, Trust Officer, Trust Officer, Trust Officer,
Trust Officer respectively appeared before me this day in person and acknowledged, and they
signed and delivered the said instrument as their own free and voluntary act, as the free and
did also then and there acknowledge that said Trust Officer, as custodian of the corporate seal
of said Bank, did affix the said corporate seal of said Bank to said instrument as said Trust
Officer's own free and voluntary act, and as the free and voluntary act of said Bank for the
uses and purposes therein set forth.

AS TRUSTEE AS AFORESAID
COLE TAYLOR BANK
By: *Constancia E. Constance*
Trust Officer
LUCILLE G. HART
Trust Officer
PIN: 20-07-214-046 and 047-0000

Together with the tenements and appurtenances therein belonging
TO HAVE AND TO HOLD the same unto said parties of the second part, and to the proper use, benefit and behoof forever of said
party of the second part.
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 therunto enabling.
IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its
name to be signed to those presents by its Trust Officer, who is personally known to me to be the said Trust Officer, the day and
year first above written.

SUBJECT TO: General taxes for 1994 and subsequent years; covenants, conditions,
restrictions and easements of records; building lines
County, Illinois, to-wit:
Lots 23 and 24 in Block 2 in Riley's Subdivision of Block 24 in
Stone and Whitney's Subdivision in Section 7, Township 38 North,
Range 14 East of the Third Principal Meridian, in Cook County,
Illinois

THIS INDENTURE, made this 23rd day of August, 1994, between COLE TAYLOR BANK, an Illinois Banking Corporation, Trustee under the provisions
of a deed or deeds in trust, duly recorded and delivered in pursuance of a trust agreement dated the
20th day of November, 1956, and known as
Trust No. 1802, party of the first part, and PEDRO MARQUEZ and
PARTY PARTID OSQUEDA
Address of Grantee(s): 4741 S. Ada, Chicago, Illinois 60609
WITNESSETH, that said party of the first part, in consideration of the sum of Ten (\$10.00) dollars,
and other good and valuable considerations in hand paid, does hereby Quit Claim and convey unto said
parties of the second part, not as tenants in common but as joint tenants
the following described real estate, situated in Cook
County, Illinois, to-wit:

The above space for recorder's use only

Document Number: 21900516

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e stamps
COOK COUNTY RECORDER
4400 1/4 C J *-94-800612
14000 TRAM 9338 09/14/94 12:07:00
423.50

Handwritten numbers and marks on the right margin: 72070, 1/2, and a large '1'.

UNOFFICIAL COPY

94500012

BOX NO.

Trustee's Deed



COLE
TAYLOR
BANK

As Trustee under Trust Agreement

Property of Cook County Clerk's Office

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