

The above space for recorder's use only

COOK CO. NO. 016

5 6 3 9 5

THIS INDENTURE, made this 29TH day of AUGUST, 1994, between First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Company, Palatine, Illinois), a corporation duly organized and existing as a banking corporation 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 bank in pursuance of a certain Trust Agreement, dated the 31ST day of AUGUST

19 93, and known as Trust Number 10-1771, party of the first part, and

Gretchen Sievers

1510 WEST WOLFRAM, UNIT B of CHICAGO, ILLINOIS 60657 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 consideration, in hand paid, does hereby grant, sell and convey unto said parties of the second part, the following described real estate, situated in COOK County, Illinois, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

COOK COUNTY, ILLINOIS

1994 SEP 27 AM 11:19

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Permanent Real Estate Index No. 14-29-124-041-0000

together with the tenements and appurtenances thereto 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

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE SEP 20 '94 513.75

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 law and authority thereunto enabling, SUBJECT, HOWEVER, to the liens of all trust deeds and of mortgages upon said real estate, if any, of record in said county, all unpaid general taxes and special assessments and other liens and claims of any kind, pending litigation, if any, affecting the said real estate, building lines, building, liquor and other restrictions of record, if any, party walls, party wall rights and party wall agreements, if any, Zoning and Building Laws and Ordinances, mechanic's lien claims, if any, easements of record, if any, and rights and claims of parties in possession.

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 Assistant Trust Officer and attested by its Assistant Trust Officer the day and year first above written.

FIRST BANK AND TRUST COMPANY OF ILLINOIS as Trustee, as aforesaid, and not personally.

By Michael J. Kalitowski Assistant Trust Officer

ATTEST By Brett L. Bishov Assistant Trust Officer

COUNTY OF COOK SS STATE OF ILLINOIS

BRETT L. BISHOV

a Notary Public in and for said County, in

the State aforesaid, DO HEREBY CERTIFY, THAT

MICHAEL J. KALITOWSKI

Assistant Trust Officer of FIRST BANK AND TRUST COMPANY OF ILLINOIS, a banking corporation, and BENJAMIN D. DOBREI

Assistant Trust Officer of said banking corporation, personally known to me to be the same persons, whose names are subscribed to the foregoing instrument as such Assistant Trust Officer, and Assistant 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 acts, and as the free and voluntary act of said banking corporation as Trustee, for the uses and purposes therein set forth and the said Assistant Trust Officer did also then and there acknowledge that he/she, as custodian of the corporate seal of said banking corporation, did affix the said corporate seal of said banking corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

OFFICIAL SEAL BRETT L. BISHOV NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3-1-97

Given under my hand and Notarial Seal this 29TH day of AUGUST 19 94

BRETT L. BISHOV Notary Public

GRETCHEN SIEVERS 1510 WEST WOLFRAM, UNIT B CHICAGO, ILLINOIS 60657

For information only insert street address of above described property

THIS INSTRUMENT PREPARED BY MICHAEL J. KALITOWSKI FIRST BANK AND TRUST COMPANY OF ILLINOIS

300 East Northwest Highway Palatine, Illinois 60067



STATE OF ILLINOIS REAL ESTATE TRANSFER TAX 198.50

260750

REAL ESTATE TRANSACTION TAX 94.25

94824486

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX 513.75

900.00

DEPT. OF REVENUE SEP 20 '94

900.00

900.00

900.00

900.00

900.00

900.00

2848

EM/EL/SE/SL

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Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

Unit B in the 1510 West Wolfram Condominium as depicted on the Plat of Survey of the following described parcel of real estate:

LOT 43 IN SUBDIVISION OF BLOCK 5 IN WILLIAM LILL AND HEIRS AND MICH DIVERSEY'S DIVISION OF THE SOUTHWEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which Plat of Survey is attached as Exhibit D to the Declaration of Condominium, recorded August 30, 1994, 1994, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 94765895.

Permanent Index Number: 14-29-124-041-0000

Common Address: 1510 West Wolfram, Chicago, Illinois 60657

Grantor also hereby grants to the 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 Declaration of Condominium, aforesaid, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

Subject only to:

- (1) general real estate taxes not yet due and payable;
- (2) special taxes or assessments for improvements not yet completed and other assessments or installments thereof not due and payable;
- (3) applicable zoning and building laws or ordinances;
- (4) all rights, easements, restrictions, conditions and reservations of record and contained in the Declaration and a reservation by Seller to itself and its successors and assigns, for the benefit of all Unit Owners, of the rights and easements set forth in the Declaration;
- (5) easements, restrictions, conditions, building set-back lines and reservations of record;
- (6) provisions of the Act;
- (7) the Declaration, the By-Laws and all other condominium documents and all amendments and exhibits thereto;
- (8) ~~easements, encroachments and other matters affecting title to the Property, the Common Elements or the Unit, and~~ (EPC, m)
- (9) such other matters as to which the Title Insurer commits to insure Buyer against loss or damage.

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Property of Cook County Clerk's Office

PREPARED BY:
KEITH OLSON
CHICAGO, IL 60614

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
RECORDING OFFICE

RECORD AND RETURN TO:

1994 SEP 21 AM 11:19

94824487

RIVER VALLEY SAVINGS BANK, F.R.B.
200 SOUTH WACKER DRIVE EAST LOBBY
CHICAGO, ILLINOIS 60606

94824487

(Space Above This Line For Recording Data)

MORTGAGE

THE TERMS OF THIS LOAN
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Security Instrument") is given on AUGUST 31, 1994
GRETCHEN SIEVERS, SINGLE, NEVER MARRIED

The mortgagor is

("Borrower"). This Security Instrument is given to
MID TOWN BANK AND TRUST COMPANY OF CHICAGO

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 2021 NORTH CLARK STREET
CHICAGO, ILLINOIS 60614
ONE HUNDRED SIXTY FIVE THOUSAND
AND 00/100

and whose

("Lender"). Borrower owes Lender the principal sum of
Dollars (U.S. \$ 165,000.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 1, 2001

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
described property located in COOK County, Illinois:

UNIT NUMBER B IN THE 1510 WEST WOLFRAM CONDOMINIUM, AS DELINEATED
ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

14-29-124-041

which has the address of 1510 WEST WOLFRAM-UNIT B, CHICAGO
Illinois 60657 ("Property Address");

Street, City

Zip Code

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 6

DPS 1089

Form 3014 9/90

VMF -GRILL) 0101

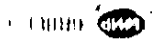
VMF MORTGAGE FORMS: 1313283-8100 - (800)621-7281

BOX 333-CTI

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95 25 173 018
210 221 50 56

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FOR THE R WITH all the improvements now or hereafter erected on the property; and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

FORM COVENANTS. Borrower and Lender 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 attach priority over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) any yearly mortgage insurance premiums; (f) any and (g) 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. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. 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 a compliance 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 and an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not have 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 will 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, at any time, 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 election.

Lender 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, Taxes, Borrower.** Borrower shall pay all taxes, assessments, charges, taxes and impositions attributable to the Property which may attach priority over this Security Instrument, and household 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 notes of amount to be paid under this paragraph. If Borrower makes a payment in arrears, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over the Security Instrument unless Borrower has agreed in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender. (It is understood that the lien by or for the benefit of the lienholder is not subject to the lien in the event of a foreclosure sale.) Lender shall operate to prevent the enforcement of the lien or liens from the holder of the lien in an agreement satisfactory to Lender, subordinating the lien to the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over the 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.

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