

UNOFFICIAL COPY

ORDER NO.  
ESCROW NO.  
LOAN NO.

WHEN RECORDED MAIL TO:  
SOURCE ONE MORTGAGE SERVICES CORP.  
27555 Farmington Rd.  
Farmington Hills, MI 48334-3357  
Dept. 087  
Attn: Rosella Rossi

MAIL TO

94862600

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:  
SOURCE ONE MORTGAGE SERVICES CORP.  
27555 Farmington Rd.  
Farmington Hills, MI 48334-3357  
Dept. 087  
Attn: Rosella Rossi

DOCUMENTARY TRANSFER TAX \$  
\*\*\* Computed on the consideration or value of property conveyed; OR  
\*\*\* Computed on the consideration or value less liens or encumbrances  
remaining at time of sale.

Rosella Rossi

Prepared by Rosella Rossi, an Agent of Source One Mortgage

QUITCLAIM DEED

DEPT-01 RECORDING 125.50  
TR0011 TRAN 4047 10/05/94 12:20:00  
48931 \$ RV \*94-862600  
COOK COUNTY RECORDER

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Carla J. Young and Alvertis D. Sutton, Joint Tenants

do hereby CONVEY, RELEASE AND FOREVER QUITCLAIM to

Carla J. Sutton and Alvertis D. Sutton, Husband And Wife and Joint Tenants

the real property in the city of CHICAGO

County of COOK, State of ILLINOIS

described as:  
See Attached

16-116-214-175  
Dated this 27<sup>th</sup> day of August, 1994.

94862600

WITNESSES:

GRANTOR:  
★ Carla J. Young  
(PRINTED) Carla J. Young  
★ Alvertis D. Sutton  
(PRINTED) Alvertis D. Sutton

(PRINTED)

(PRINTED)

State of Illinois  
County of Cook

I hereby Certify that on this day, before me, an officer  
duly authorized to administer oaths and take acknowledgments,  
personally appeared

CARLA J. YOUNG AND ALVERTIS D. SUTTON, JOINT TENANTS  
known to me to be the person 5 described in and who executed the foregoing instrument, who acknowledged  
before me that they executed the same, that I relied upon the following form 2 of identification of the  
above-named person:  
and that an oath was taken.

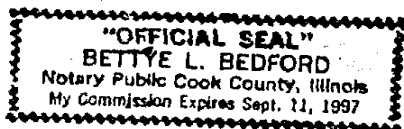
Notary Stamp/Seal

Witness my hand and official seal in the County and State last  
aforesaid this AUG 27 1994 day of

A.D. 19 Bettye L. Bedford

Notary Signature Bettye L. Bedford

Printed Notary Signature



2550

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LEGAL DESCRIPTION:  
LAND REFERRED TO IN THIS DOCUMENT IS DESCRIBED AS  
ALL THAT CERTAIN PROPERTY SITUATED IN CHICAGO  
IN THE COUNTY OF COOK, AND STATE OF ILLINOIS  
AND BEING DESCRIBED IN A DEED DATED 5/16/90,  
AND RECORDED 5/23/90, AMONG THE LAND RECORDS OF THE COUNTY  
AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:  
S0239390,  
BEING MORE FULLY DESCRIBED AS FOLLOWS:  
SEE LEGAL BELOW

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF  
COOK IN THE STATE OF ILLINOIS, TO WIT:

THE SOUTH 19.33 FEET OF THE NORTH 67.83 FEET OF LOT 14 IN DREYFUS  
AND ROBBINS RESUBDIVISION OF LOTS 1 TO 16 BOTH INCLUSIVE IN JACKSON-  
LARAMIE GARDEN HOMES BEING A RESUBDIVISION OF BLOCK 15 IN COMMUNITY  
RESUBDIVISION OF CERTAIN LOTS AND PARTS OF LOTS IN THE SCHOOL TRUSTEES'  
SUBDIVISION OF NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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STATEMENT BY GRANTEE AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated SEPT 8, 19 94

Signature: R.F. Rossi

Grantor or Agent

Subscribed and sworn to before me  
by the said RF ROSSI  
this 8TH day of SEPTEMBER

19-94

Notary Public

LISA J. OUVRY  
Notary Public, Wayne County, MI  
My Commission Expires Dec. 5, 1998

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois; a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated SEPT 8 19 94

Signature R.F. Rossi

Grantee or Agent

Subscribed and sworn to before  
me by the said R F ROSSI  
this 8TH day of SEPTEMBER  
19-94

Notary Public

LISA J. OUVRY  
Notary Public, Wayne County, MI  
My Commission Expires Dec. 5, 1998

Note: Any person who knowingly submits a false statement concerning the identity of a grantee, shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

( Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge to Borrower. Borrower shall pay any recordation costs.

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

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
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- Other(s) [specify]

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:

\_\_\_\_\_

*Michael D. Fitzpatrick* (Seal)  
MICHAEL D. FITZPATRICK -Borrower

\_\_\_\_\_

*Julie A. Fitzpatrick* (Seal)  
JULIE A. FITZPATRICK -Borrower

[Space Below This Line for Acknowledgment]

STATE OF ILLINOIS

COOK COUNTY SS:

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT MICHAEL D. FITZPATRICK AND JULIE A. FITZPATRICK, HUSBAND AND WIFE, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE 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 29TH DAY OF SEPTEMBER, 1994.

MY COMMISSION EXPIRES:

"OFFICIAL SEAL"  
SHARON E. MEYER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8/20/98

*Sharon E. Meyer*  
NOTARY PUBLIC

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