

UNOFFICIAL COPY

NO. 827  
February, 1906

QUIT CLAIM DEED  
Mortgage (ILLINOIS)  
(Individual to Individual)

95481183  
90409077

95481183

THE GRANTEE

Margaret Johnson (divorced & not remarried)  
Chicago, Illinois

CITY OF CHICAGO, County of Cook  
State of Illinois (in the consideration of  
Ten & 00/100 Dollars  
and other valuable consideration, husband  
EDSVEY A. and OLIVE CLAIR  
Elizabeth Victoria Johnson (a spinster)  
Chicago, Illinois

all interest in the following described Real Estate situated in the County of Cook  
State of Illinois to-wit:

LOT THIRTY NINE (except the south thirteen (13) feet thereof) (19)  
The south thirteen (13) feet of LOT FORTY (40)

In Block Twenty Four (24) in Joseph W. Chandler's Subdivision of  
Blocks Five (5), Ten (10), Fifteen (15) and Twenty Four (24) in  
the east 1/2 of Blocks Six (6), Nine (9), and Twenty (20) and West  
Half (1/2) of Blocks Four (4), Eleven (11) and Eighteen (18); Lots  
one (1) and Four (4) in Block Twenty Three (23) and Lots Two (2)  
and Three (3) in Block Twenty Five (25) all in Township 4,  
North, Range 14, East of the Third Principal Meridian.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of  
Illinois

Permanent Real Estate Index Numbers 25-09 - 26-006, Volume 211.

Address of Real Estate 10219 So. Yale Chicago, Cook County, Illinois

DATED this 17th day of January, 1906

PLEASE  
PRINT OR  
TYPE NAMES  
FULLY  
SIGNATURES

*Margaret Johnson*  
Margaret Johnson (SEAL)

*MARGARET JOHNSON*  
MARGARET JOHNSON (SEAL)

State of Illinois, County of Cook  
I, the undersigned, a Notary Public in and for  
said County, in the State aforesaid, DO HEREBY CERTIFY that

Official Seal  
Major R. Coleman  
Notary Public, State of Illinois  
For Commission Expires 8/28/08

personally known to me to be the same person whose name is subscribed  
in the foregoing instrument, appeared before me, the day in person, and acknowledged  
that he signed, sealed and delivered the said instrument as his  
free and voluntary act, for the uses and purposes therein set forth, including the  
release and waiver of the right of homestead.

Given under my hand and official seal this 17th day of January, 1906

Commission expires 8-26-1908

This instrument was prepared by Attny. Major R. Coleman 2610 So. Wabasha Chicago

Elizabeth Johnson  
9041 So. Princeton  
Chicago, Illinois 60629

90409077

COOK COUNTY CLERK'S OFFICE

95481183

5237

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Quit Claim Deed

GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office

30409077

COOK COUNTY RECORDER  
14152 4 10 11  
110070 11000 2222 0000  
DEPT-OF RECORDING

TOP OF TOP

UNOFFICIAL COPY

Property of Cook County Clerk's Office

95481183

DEPT-01 RECORDING  
1#0014 TRAN 6784 07/24/95 14:38:00  
#9125 #DT \*-95-481183  
COOK COUNTY RECORDER

NOV 20 1995

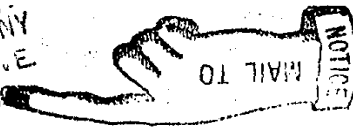
RECORDED  
BOOK 601

90409077

UNOFFICIAL COPY

Property of Cook County Clerk's Office

HERITAGE TITLE COMPANY  
5849 W. LAWRENCE AVE.  
CHICAGO, ILL. 60631



UNOFFICIAL COPY

Property of Cook County Clerk's Office



JESSE WHITE  
RECORDER OF DEEDS / REGISTRAR OF TORRENS TITLES  
COOK COUNTY, ILLINOIS

CERTIFIED COPY

OF A

TO

Document No. \_\_\_\_\_

Record Book No. \_\_\_\_\_

Page \_\_\_\_\_

118 NORTH CLARK STREET • CHICAGO, ILLINOIS 60602-1387 • (312) 443-5060

(FORM 78)

part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Existing Indebtedness.** A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor or any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

**Insecurity.** Lender reasonably deems itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or user fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its

95451144

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveys, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or if prepaid, directed to the addressee shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Multiple Parties.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage or Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If any deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of foreclosure or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Finalist Document) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

95161144



EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x George Konstas  
GEORGE KONSTAS

x Kelly Konstas  
KELLY KONSTAS

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)

) ss

COUNTY OF COOK)



On this day before me, the undersigned Notary Public, personally appeared **GEORGE KONSTAS and KELLY KONSTAS, HUSBAND AND WIFE**, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7TH day of JULY, 1995.

By Gerald S. Roman Residing at 3639 N. BROADWAY, CHICAGO, IL. 60613

Notary Public in and for the State of ILLINOIS

My commission expires APRIL 9, 1996

95461144  
JUL 12 1995

UNOFFICIAL COPY

Property of Cook County Clerk's Office

111233012  
95461144