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95599197

WARRANTY DEED JOINT TENANCY

GRANTOR(S), William F. Houlihan and Priscilla A. Houlihan, his wife, of Schaumburg in the County of Cook, in the State of IL, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, CONVEY(S) and WARRANT(S) to the grantee(s), Andrew M. Quinn and Geisela A. Quinn, husband and wife

DEPT-01 RECORDING \$25.50
 T30014 TRAN 7443 09/07/95 15:03:00
 #4121 JW *-95-599197
 COOK COUNTY RECORDER

~~XXXXXXXXXX~~

=== For Recorder's Use ===

not but as Tenants by the Entirety
 in Tenancy in Common, ~~joint~~ in JOINT TENANCY, the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

See Legal Description Attached.

Permanent Index No:
 07-28-305-025

95599197

Property Known As: 1079 Oakwood Court
 Schaumburg, IL 60193

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises not in tenancy in common, but in joint tenancy forever.

SUBJECT TO: (1) General real estate taxes for the year 1994 and subsequent years. (2) Covenants, conditions and restrictions of record.

DATED this 28th day of August, 1995.

William F. Houlihan
 William F. Houlihan

Priscilla A. Houlihan
 Priscilla A. Houlihan

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

95599197

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William F. Houlihan and Priscilla A. Houlihan, his wife, personally known to me to be the same

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11/11/11

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person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their 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 28TH day of August, 1995.

[Signature]
NOTARY PUBLIC

My commission expires 9/21/96
Notary Public, Illinois State
My Commission Expires 9-21-96

This instrument was prepared by: James M. Guthrie, Attorney At Law, 105 S. Roselle Road, Schaumburg, IL 60193

MAIL TO:
James T. Mikulic
1079 W. Hill St. 209
Schaumburg, IL 60193

SEND SUBSEQUENT TAX BILLS TO:
GRANDES
1079 Roselle Court
Schaumburg, IL 60193

Legal Description:

LOT 21079 IN WEATHERSFIELD UNIT #21 BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS NOVEMBER 27, 1974 AS DOCUMENT NUMBER 22747556 IN COOK COUNTY, ILLINOIS.

37185 PH
VILLAGE OF SCHAUMBURG
DEPT. OF FINANCE AND ADMINISTRATION
DATE 8/25/95
AMT PAID 159.00

[Handwritten Signature]
9-2-1995

COOK COUNTY
REAL ESTATE TRANSACTION TAX
REVENUE
79.50

STATE OF ILLINOIS
DEPT. OF REVENUE
159.00

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20180816

CHANGE OF INFORMATION FORM

SCANABLE DOCUMENT - READ THE FOLLOWING RULES

- 1. Changes must be kept in the space limitations shown
- 2. DO NOT use punctuation
- 3. Print in CAPITAL LETTERS with BLACK PEN ONLY
- 4. Allow only one space between names, numbers and addresses

SPECIAL NOTE:

If a TRUST number is involved, it must be put with the NAME, leave one space between the name and number

If you do not have enough room for your full name, just your last name will be adequate

Property Index numbers (PIN #) MUST BE INCLUDED ON EVERY FORM

PIN:

07 - 128 - 305 - 025 - [] [] []

NAME

A N D R E W T Q U E N N [] [] [] [] [] [] [] []

MAILING ADDRESS:

STREET NUMBER STREET NAME = APT or UNIT

1079 OAKWOOD CT [] [] [] [] [] [] [] []

CITY

S C H A U M B U R G [] []

STATE:

IL

ZIP:

60193 - [] [] [] []

PROPERTY ADDRESS:

STREET NUMBER STREET NAME = APT or UNIT

1079 OAKWOOD CT [] [] [] [] [] [] [] []

CITY

S C H A U M B U R G [] []

STATE:

IL

ZIP:

60193 - [] [] [] []

9:58:00

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10/03/2016

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11. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower or the current owner at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and any other person personally liable on this Note as these person's names and addresses appear in the Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note, this Mortgage and Rider(s) at the time of execution or after recordation hereof.

14. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. **Transfer of the Property or a Beneficial Interest in Borrower, Assumption.** 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 Lender's option, for any reason, declare all the sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Mortgage.

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.

This Mortgage may not be assumed by a purchaser without the Lender's consent. If an assumption is allowed, the Lender may charge an assumption fee and require the person(s) assuming the loan to pay additional charges as authorized by law.

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

16. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option may declare all sums secured by this Mortgage, to be immediately due and payable without demand or notice and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

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17. **Assignment of Rents; Appointment of Receiver, Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property and at any time prior to judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to received fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

18. **Loan Charges.** If the loan secured by this Mortgage 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 permitted limits, then: (1) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) 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 mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

19. **Legislation.** If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Mortgage to be immediately due and payable.

20. **Release.** Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender or Trustee shall release this Mortgage without charge to Borrower. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Homestead.** Borrower hereby waives all rights of homestead exemption in the Property.

22. **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 22, "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 22, "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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REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Charles E. Sergeant (SEAL)
Borrower

CHARLES E SERGEANT

Diane Sergeant (SEAL)
Borrower

DIANE SERGEANT

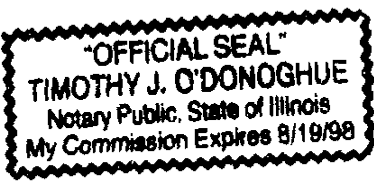
STATE OF Illinois Jasper County ss:

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Charles E. & Diane Sergeant, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument to their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19th day of August, 1995.

[Signature]
Notary Public

My Commission Expires: 6-19-98



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