

UNOFFICIAL COPY

GEORGE E. COLE  
LEGAL FORMS

No. 808  
November 1994

WARRANTY DEED  
Statutory (Illinois)  
(Individual to Individual)

95640459

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR, STEVE S. CHUNG, a bachelor,  
of 233 E. Erie, #2002,

of the City of Chicago County of Cook  
State of Illinois for and in consideration of  
TEN (\$10.00)

----- DOLLARS,  
and other good and valuable considerations -----  
----- in hand paid,

CONVEY S and WARRANTS ----- to  
W. DALE GEORGE, of 2109 Porte De Leau,  
#105, Highland, Indiana, 46122,

(Name and Address of Grantee)  
the following described Real Estate situated in the County of Cook  
----- in the State of Illinois, to wit:

. DEPT-01 RECORDING \$27.50  
T#0014 TRAN 7626 09/22/95 08:49:08  
. #9472 J W \*-95-640459  
. COOK COUNTY RECORDER

Above Space for Recorder's Use Only

95640459

SEE ATTACHED EXHIBIT "A",

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

XX

XX

XX

Permanent Real Estate Index Number(s): 17-10-203-027-1112

Address(es) of Real Estate: 233 E. Erie St., #2002, Chicago, Illinois 60611

Dated this 14 day of September, 19 95

PLEASE  
PRINT OR  
TYPE NAME(S)  
BELOW  
SIGNATURE(S)

 (SEAL) \_\_\_\_\_ (SEAL)

STEVE S. CHUNG \_\_\_\_\_

\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

2759

22858715

Cook County Clerk's Office

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## Warranty Deed

Individual to Individual

TO

GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office

State of Illinois, County of Cook, the undersigned, a Notary Public in and for

said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

STEVE S. CHUNG A BACHELOR

personally known to me to be the same person \_\_\_\_\_ whose name IS subscribed to the

foregoing instrument, appeared before me this 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 14th day of September 19 95

Commission expires March 19 97

Christopher A. Palanca  
NOTARY PUBLIC

This instrument was prepared by C. L. Palanca, 418 S. Michigan Ave., Chicago, IL 60605  
(Name and Address)

W. Dale George  
(Name)

SEND SUBSEQUENT TAX BILLS TO:

W. Dale George  
(Name)

MAIL TO:

233 E. Erie St., #2002  
(Address)

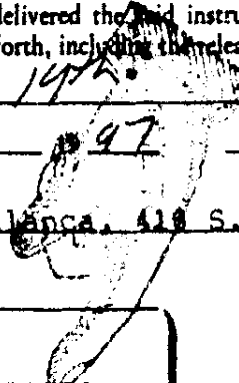
233 E. Erie St., #2002  
(Address)

Chicago, IL 60611  
(City, State and Zip)

Chicago, IL 60611  
(City, State and Zip)

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

95640



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## EXHIBIT A

### LEGAL DESCRIPTION:

PARCEL 1: UNIT 2002 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN STREETERVILLE CENTER CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 16017897, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF LOT 25 OF THE RIGHT TO MAINTAIN PARTY WALL AS ESTABLISHED BY AGREEMENT RECORDED AS DOCUMENT 1715549, OCCUPIED BY THE WEST 1/2 OF THE PARTY WALL, IN COOK COUNTY, ILLINOIS.

### SUBJECT TO:

Covenants, conditions and restrictions of record; terms, provisions, covenants and conditions of the Declaration of Condominium and all amendments thereto; private, public and utility easements, including any easements established by or implied from the Declaration of Condominium or amendments thereto; roads and highways; party wall rights and agreements; existing leases and tenancies; limitations and conditions imposed by the Condominium Property Act; special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments; general real estate taxes for the year 1993 and subsequent years; installments of regular assessments due after the date of closing established pursuant to the Declaration of Condominium; and Purchaser's mortgage.

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046185

CITY OF CHICAGO

SEP 95



0.05

REAL ESTATE TRANSACTION TAX  
DEPARTMENT OF REVENUE

9541241

Property of Cook County Clerk's Office

POSTALIA POSTAGE METER SYSTEMS

CITY OF CHICAGO

SEP 95



386.29

REAL ESTATE TRANSACTION TAX  
DEPARTMENT OF REVENUE

9541241

# UNOFFICIAL COPY

95640460



THIS INSTRUMENT PREPARED BY  
**M. MAIR**  
 HOME SAVINGS OF AMERICA  
 LOAN SERVICE CENTER  
 P.O. BOX 60015  
 CITY OF INDUSTRY, CALIFORNIA 91716-0015  
 LOAN NO. 1806903-9  
 ALL NOTICES TO LENDER SHALL BE  
 MAILED OR DELIVERED TO THE ABOVE  
 ADDRESS.

DEPI-01 RECORDING \$33.50  
 T00014 TRAN 7826 09/22/95 08:49:00  
 49473 JFW \*95-640460  
 COOK COUNTY RECORDER

(Space Above This Line for Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 19**  
 19 **95**. The mortgagor is  
**W. DALE GEORGE, DIVORCED AND NOT SINCE REMARRIED**

("Borrower"). This Security Instrument is given to HOME SAVINGS OF AMERICA, FSB, which is organized and existing under the laws of the United States of America, and whose address is 4900 Rivergrade Road, Irwindale, California 91706-1404 ("Lender"). Borrower owes Lender the principal sum of

**SIXTY-FOUR THOUSAND ONE HUNDRED AND NO/100**

**Dollars (U.S. \$ 64,100.00)**. 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 **OCTOBER 1, 2025**. 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:

**PARCEL 1: UNIT 2002 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN STREETERVILLE CENTER CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 26017897, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENT FOR THE BENEFIT OF LOT 25 OF THE RIGHT TO MAINTAIN PARTY WALL AS ESTABLISHED BY AGREEMENT RECORDED AS DOCUMENT NUMBER 1715549, OCCUPIED BY THE WEST 1/2 OF THE PARTY WALL, IN COOK COUNTY, ILLINOIS.**

COMMONLY KNOWN AS 233 EAST ERIE STREET, UNIT 2002, CHICAGO, IL. 60611

PTN: 17-10-203-027-1112

which has the address of **233 EAST ERIE STREET, UNIT 2002**, **CHICAGO**

Illinois **60611** ("Property Address");  
(Zip Code)

TOGETHER 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.

INTERCOUNTY TITLE S1439877 ✓

95640460

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# UNOFFICIAL COPY

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.

UNIFORM COVENANTS. Borrower and Lender covenant and 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) 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. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, 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 or future Escrow Items or otherwise in accordance 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge 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 shall 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 so notify 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 sole discretion.

Upon 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; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold 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 notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this 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.

**5. Subordination.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this 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.

**6. Assignment.** Borrower shall have the right to assign this Security Instrument to any person or entity, and any assignment shall be binding on Lender. Lender shall not be required to consent to any assignment of this Security Instrument.

**7. Waiver.** Borrower shall not be required to execute any instrument or take any action to perfect this Security Instrument, and Lender shall not be required to execute any instrument or take any action to perfect this Security Instrument.

**8. Waiver of Deficiency.** Borrower shall waive the right to a deficiency judgment in the event of a foreclosure sale of the Property. This waiver shall not be construed to limit the amount of a deficiency judgment that may be entered against Borrower.

**9. Waiver of Right of Redemption.** Borrower shall waive the right of redemption in the event of a foreclosure sale of the Property. This waiver shall not be construed to limit the amount of a deficiency judgment that may be entered against Borrower.

**10. Waiver of Right of Cure.** Borrower shall waive the right of cure in the event of a foreclosure sale of the Property. This waiver shall not be construed to limit the amount of a deficiency judgment that may be entered against Borrower.

**11. Waiver of Right of Appeal.** Borrower shall waive the right to appeal a judgment of foreclosure or a judgment of deficiency in the event of a foreclosure sale of the Property. This waiver shall not be construed to limit the amount of a deficiency judgment that may be entered against Borrower.

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