

UNOFFICIAL COPY

95767845

DEPT-01 RECORDING \$23.50
740010 TRAN 3236 11/07/95 16:20:00
#2439 # CJ *-95-767845
COOK COUNTY RECORDER

THE ABOVE SPACE FOR RECORDERS USE ONLY

23-53

This Indenture, made this 23rd day of October A.D. 1995 between LaSalle National Trust, N.A., a national banking association, Chicago, Illinois, as Trustee under the provisions of a Deed or Deeds in Trust, duly recorded and delivered to said Bank in pursuance of a trust agreement dated the 7th day of June, 1985, and known as Trust Number 109905 (the "Trustee"), and Carol A. Kelly, divorced and not remarried

(the "Grantees")
(Address of Grantee(s): 12 Elizabeth Court, Oak Park, Illinois 60302)

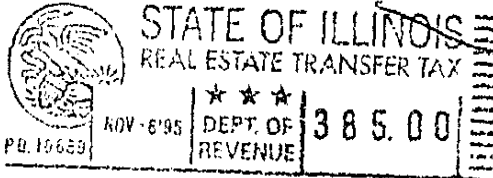
Witnesseth, that the Trustee, in consideration of the sum of Ten Dollars and no/100 (\$10.00) and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto the Grantee(s), the following described real estate, situated in Cook County, Illinois, to wit:

The North 65 feet of the South 75 feet of Lot 8 (except the West 130 feet thereof) in Block 2 in Kettlestring's Addition to Harlem, in the Northwest quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

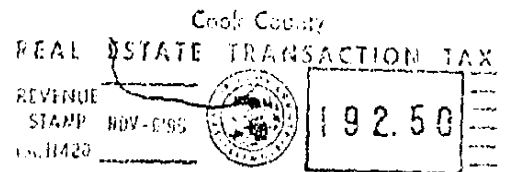
ATTORNEYS TITLE & TRUST FUND, INC.

SUBJECT TO: General taxes for the year 1994 and subsequent years; covenants, conditions and restrictions of record.

COOK
CD. NO. 016
065484



040772



Property Address: 231 N. Kenilworth, Oak Park, Illinois 60302

Permanent Index Number: 16-07-115-034-0000

together with the tenements and appurtenances thereunto belonging.

FORM NO:096-8026A DEC 94



Real Estate Transfer Tax
\$1000



Real Estate Transfer Tax
\$1000



Real Estate Transfer Tax
\$5



Real Estate Transfer Tax
\$25



Real Estate Transfer Tax
\$50



Real Estate Transfer Tax
\$1000

95767845

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To Have And To Hold the same unto the Grantee(s) as aforesaid and to the proper use, benefit and behoof of the Grantee(s) forever.

This Deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said Deed or Deeds in Trust delivered to said Trustee in pursuance of the trust agreement above mentioned. This Deed is made subject to the lien of every Trust Deed or Mortgage (if any there be) of record in said county affecting the said real estate or any part thereof given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

In Witness Whereof, the Trustee has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its ^{Senior} Assistant Vice President and attested by its Assistant Secretary, the day and year first above written.

Attest:

LaSalle National Trust, N.A. *

as Trustee as aforesaid,

Nancy A. Stack
Assistant Secretary

By Joseph W. Lang
Senior Assistant Vice President

This instrument was prepared by: <u>Nancy A. Stack (M)</u>	LaSalle National Trust, N.A. Real Estate Trust Department 135 South LaSalle Street Chicago, Illinois 60603-4192
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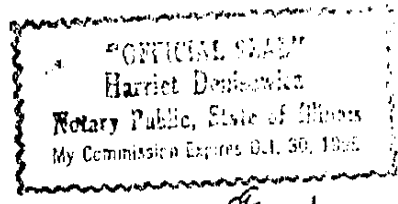
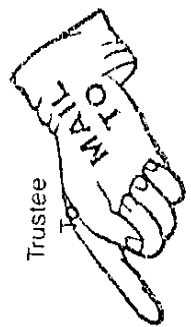
State of Illinois }
County of Cook } SS: *LaSalle National Trust, N.A., successor trustee to LaSalle National Bank

I, Harriet Denisewicz a Notary Public in and for said County,

in the State aforesaid, **Do Hereby Certify** that Joseph W. Lang
^{Senior} Assistant Vice President of LaSalle National Trust, N.A., and Nancy A. Stack
^{Assistant} Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ^{Senior} Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Trustee did affix said corporate seal of said Trustee to said instrument as his own free and voluntary act, and as the free and voluntary act of said Trustee for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of October A.D. 19 95

Harriet Denisewicz
Notary Public



MAIL TO:
DONALD PALMER
2001 N. OAKLEY
CHICAGO, IL
60647

Box No. _____

TRUSTEE'S DEED

Address of Property _____

556
556-978789

LaSalle National Trust, N.A.

LaSalle National Trust, N.A.
135 South LaSalle Street
Chicago, Illinois 60603-4192

UNOFFICIAL COPY

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

Form 3014 9/90

Initials: CAK

Form 3014 9/90
Lender: 

be severable.

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note **15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. Any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or **14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it under the Note.

Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. 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 the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the **13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of **12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this right or remedy.

in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to **11. Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

by this Security Instrument, whether or not then due. is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor offers to make an sums secured by this Security Instrument whether or not the sums are then due.

Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless the sums secured immediately before the taking of the Property in which the fair market value of the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and **10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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