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Warranty Deed Individual to Individual

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerks Office

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

Michael J. Balousek personally known to me to be the same person whose name 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 21st day of December 19 93
Commission expires _____ 19 _____
Patricia J. Moroz
NOTARY PUBLIC

This instrument was prepared by Ada Skyles, 225 West Wacker Drive, Chicago, Illinois 60606
(Name and Address)

MAIL TO: J. H. M. Merz
(Name)
3236 N. Clark St
(Address)
Chicago, IL 60640
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:
Nora Winsberg
(Name)
2910 N. Commonwealth, Unit 6
(Address)
Chicago, Illinois 60657
(City, State and Zip)

OR RECORDER'S OFFICE BOX NO. _____

BOX 323-CT1

95884727

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EXHIBIT A

LEGAL DESCRIPTION

UNIT NUMBER A-5 IN THE TOWNHOMES OF DIVERSEY CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE SOUTH 100 FEET OF THE FOLLOWING TRACT OF LAND:

THAT PART OF LOTS 3 AND 4 OF THE ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF COMMONWEALTH AVENUE WITH THE NORTH LINE OF SURF STREET; THENCE NORTH ALONG THE WEST LINE OF COMMONWEALTH AVENUE 185 FEET TO THE SOUTH LINE OF AN 18 FOOT PUBLIC ALLEY; THENCE WEST ALONG THE SOUTH LINE OF SAID PUBLIC ALLEY 100 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF COMMONWEALTH AVENUE 185 FEET TO THE NORTH LINE OF SURF STREET; THENCE EAST ALONG THE NORTH LINE OF SURF STREET 100 FEET TO POINT OF BEGINNING, EAST OF THE THIRD PRINCIPAL MERIDIAN,

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 89125368, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

Commonly Known As:

2910 N. Commonwealth, Unit 6, Chicago, Illinois 60657

Permanent Index No:

14-28-204-011-1005

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EXHIBIT B

PERMITTED TITLE EXCEPTIONS

1. Covenants, conditions, and restrictions of record.
2. Public and utility easements.
3. Existing leases and tenancies.
4. Special governmental taxes or assessments for improvements not yet completed.
5. Unconfirmed special governmental taxes or assessments.
6. General real estate taxes for the year 1995 and subsequent years.
7. Purchaser's mortgage or trust deed.
8. COVENANTS AND RESTRICTIONS CONTAINED IN STIPULATION ENTERED IN CASE 78L11272 RECORDED JANUARY 30, 1981 AS DOCUMENT 25757873 MADE BY AND BETWEEN PLAINTIFF, 2912 CONDOMINIUM ASSOCIATION, KENNETH DONNER, SUSAN DONNER, DR. WALTER BAIHER, BETTY BAIHER AND ELAINE VON HINSDALE AND DEPENDENTS, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 101384, SEYMOUR STEIN, LESTER STEIN, LINCOLN PRATT BUILDING CORPORATION AND COMMONWEALTH ASSOCIATES RELATING TO HEIGHT OF BUILDING, BUILDING LINES, NUMBER OF UNITS, LOCATION AND SIZE OF UNITS CONTAINED IN BUILDING, VEHICULAR ACCESS, INGRESS AND EGRESS, FLOOR AREA RATIO, LOCATION OF GARBAGE DUMPSTER AND ANY OUTSIDE FACILITY FOR GARBAGE LOADING, REQUIREMENT THAT BUILDING BE BUILT IN ACCORDANCE WITH SCHEMATIC DRAWING ATTACHED TO SAID DOCUMENT AS EXHIBIT 3.

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION.
9. (A) TERMS, PROVISIONS, COVENANTS, CONDITIONS AND OPTIONS CONTAINED IN AND RIGHTS AND EASEMENTS ESTABLISHED BY THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED MARCH 22, 1989 AS DOCUMENT 89125368

(B) LIMITATIONS AND CONDITIONS IMPOSED BY THE 'CONDOMINIUM PROPERTY ACT.'
10. ENCROACHMENT OF THE BUILDING LOCATED MAINLY ON SAID LAND OVER ONTO THE LAND SOUTH AND ADJOINING BY ABOUT 0.01 FEET AND VARYING TO 0.10 FEET AS DISCLOSED BY SURVEY ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 89125368

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ORIGINAL

COOK COUNTY RECORDER
RECORDED
INDEXED
12/20/95 10:25:00
4-95-854728

Acct. No.: 2325512

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 8, 1995. The mortgagor is Nora Winsberg, a single woman ("Borrower"). This Security Instrument is given to Merrill Lynch Credit Corporation and/or assigns, which is organized and existing under the laws of Delaware, and whose address is 4802 Deer Lake Drive East, Jacksonville, Florida 32246-6484 ("Lender"). Borrower owes Lender the principal sum of Two Hundred Three Thousand One Hundred Fifty and 00/100----- Dollars (U.S. \$203,150.00). 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 January 1, 2026. 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:

legal description attached hereto and made a part hereof

which has the address of 2910 Commonwealth #6, Chicago, Illinois 60657 ("Property Address");

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.

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.

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 9/90 (page 1 of 7 pages)
0834u (09/21/95) PJFILMTG Illinois Mortgage

BOX 333-CT1

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Form 3014 9/90 (page 2 of 7 pages)

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 attach prior to 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 of 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 the 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 attach prior to 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 amount 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 attach 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. 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.