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WARRANTY DEED IN TRUST (ILLINOIS) (Corporation to Trust)

DEPT-01 RECORDING \$25.00

THE GRANTOR: CLERK OF THE COOK COUNTY CLERK'S OFFICE
11140011 TRAN 6078 03/08/95 10:52:00
4400 + RV # 95-155099
Inverness Development, Inc. COOK COUNTY RECORDER
1642 Colonial Parkway
Inverness, Illinois 60067

of the Village of Inverness of Cook County, the State of Illinois for and in consideration of Ten DOLLARS, & other good and valuable consideration in hand paid, CONVEYS and WARRANTS to Marie C. Shemroske, Trustee U/T Marie C. Shemroske Trust dated 11/21/94

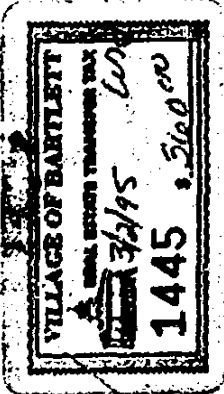
the following described Real Estate situated in the County of Cook in the State of Illinois, to wit: (See reverse side for legal description.) hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises forever SUBJECT TO: General taxes for 1994 and subsequent years.

Permanent Index Number (PIN): 06 34 106 01
Address of Real Estate: 631 Timber Ridge Dr., Bartlett, Il. 60067

DATED this 3rd day of March 1995

W McElwain
WARREN McELWAIN
President, Inverness Dev.

(SEAL) *Russell McElwain*
RUSSELL McELWAIN
Secretary, Treasurer



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

Warren McElwain and Russell McElwain are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they 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 3rd day of March 1995
Commission expires "OFFICIAL SEAL"
John D. Kighinios
Notary Public, State of Illinois
My Commission Expires 04/21/96
John D. Kighinios
Notary

This instrument was prepared by Warren McElwain, 1642 Colonial Pky. Inverness, Il. 60067

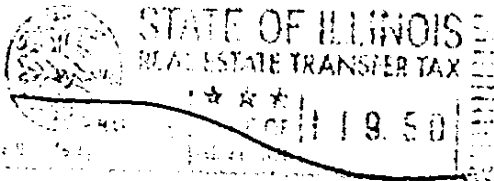
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Legal Description

of premises commonly known as 631 Timber Ridge Dr., Bartlett, 11 60103

LOT 28 (EXCEPT THAT PART OF LOT 28 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 28 THAT IS 67.00 FEET NORTHWESTERLY OF THE SOUTH EAST CORNER OF LOT 28; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LOT 28 TO THE SOUTHEASTERLY CORNER OF LOT 28, A DISTANCE OF 67.00 FEET; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 28, A DISTANCE OF 31.00 FEET; THENCE NORTHERLY 58.19 FEET TO THE POINT OF BEGINNING) IN THE WOODS OF BARTLETT FINAL PLANNED UNIT DEVELOPMENT PLAN AND PLAT OF SUBDIVISION A SUBDIVISION OF PART OF THE EAST 1/2 OF THE S.W. 1/4 OF SECTION 27 AND PART OF THE N.W. 1/4 OF SECTION 34, ALL IN TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



EQUR

Jim Addington

Itasca Bank & Trust

(Name)

308 W. Irving Park Rd.

(Address)

Itasca, 11 60143

(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO

Same

(Name)

(Address)

(City, State and Zip)

OR

RECORDER'S OFFICE BOX NO. _____

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MAPPING SYSTEM

Change of Information

80217

Scannable document - read the following rules

- 1. Changes must be kept within the space limitations shown...
- 2. Do Not use punctuation...
- 3. Print in CAPITAL letters with black pen only...
- 4. Do Not Xerox form...
- 5. 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 don't have enough room for your full name, just your last name will be adequate.
- Property Index Numbers (PINs) must be included on every form.

PIN NUMBER:

06-34-106-014-0000

NAME/TRUST#:

MARIE SHEMROSKA

MAILING ADDRESS:

9964 W EDEN

CITY:

SCHILLER PK

STATE:

IL

ZIP CODE:

60176-

PROPERTY ADDRESS:

6311 TIMBER RIDGE DR

CITY:

BARLETT

STATE:

IL

ZIP CODE:

60103-

Cook County Clerk's Office

FILED: MAR 08 1995

COOK COUNTY TREASURER

JR
INITIALS

2576517

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Property of Cook County Clerk's Office

SEARCHED INDEXED
SERIALIZED FILED
JAN 11 1988
FBI - CHICAGO

of this Mortgage or the Note which can be given effect without conflicting provision, and to this end the provisions of this Mortgage or 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 and of this Mortgage 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.** If all or any part of the Property or an 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 its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal laws 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 thirty (30) days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

16. **Acceleration; Remedies.** Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 11 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. 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.

17. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. **Assignment of Rents; Appointment of Receiver.** 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, Lender shall be entitled to have a receiver appointed by a court 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 the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

19. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

(continued on page 4)

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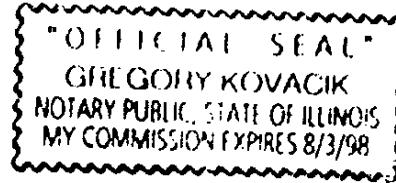
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REQUEST FOR NOTICE OR DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

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



Dated:

2-23-95

Ronald C. Wright
Mortgagee **Ronald C. Wright**

Irene H. Wright
Mortgagee **Irene H. Wright**

State of Illinois }
County of IL } SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Ronald C. Wright, and Irene H. Wright** personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23 day of Feb, 1995

8-3-98
Commission Expires

[Signature]
Notary Public

Space Below This Line Reserved For Lender and Recorder

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