

UNOFFICIAL COPY

COLE TAYLOR BANK
① 7449-65N
95094434
TRUSTEE'S DEED

95212242

THIS INDENTURE, made this 27th day of January, 19 95, between COLE TAYLOR BANK, an Illinois Banking Corporation, Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered in pursuance of a trust agreement dated the 3rd day of May, 19 79, and known as Trust No. 2756, party of the first part, and KAREN BATENIC

• DEPT-01 RECORDING
• T#0012 TRAN 3329 03/29/95 15:03:00 \$27.00
• #3215 + JM *-95-212242
• COOK COUNTY RECORDER

parties of the second part
Address of Grantee(s): 103 Shenstone, Riverside, Il. 60546

WITNESSETH, that said party of the first part, in consideration of the sum of Ten (\$10.00) dollars, and other good and valuable considerations in hand paid, does hereby Convey and Quit Claim unto said parties of the second part, the following described real estate, situated in Cook County, Illinois, to wit:

Lot 5 in Hinsdale sanitarium's Subdivision of Lots 1 to 7 inclusive in Block 10 in the subdivision of that part of the West 1/2 of the Southwest 1/4 of Section 6, Township 18 North, Range 12, East of the Third Principal Meridian, lying North of the Chicago Burlington and Quincy Company's Railroad Right of Way, (except the North 241.56 feet of said West 1/2 of said Southwest 1/4), according to the Plat thereof recorded in the Recorder's Office of Cook County, Illinois on January 30, 1895 as Document 2167764 in Book 62 of Plats, Page 36, in Cook county, Illinois

SUBJECT TO: See Rider Attached Hereto and Made Part Hereof

P.I.N. 18-06-315-022

Together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said parties of the second part, and to proper use, benefit and behoof forever of said party of the second part.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority therunto enabling.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Trust Ofcr. ~~Who Presides~~ and attested by its Trust Officer, the day and year first above written.

COLE TAYLOR BANK

As Trustee, as aforesaid,

By:

Luella C. Hart
Trust Officer

9770
Trust Officer

Attest:

Constance E. Conshine
Trust Officer

BOX 333-CTI

See Reverse

95212242

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STATE OF ILLINOIS

SS.

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT Lucille C. Hart, Trust Officer, Vice President, and Constance E. Considine, Trust Officer, of COLE TAYLOR BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Trust Officer, Vice President and Trust Officer respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, as the free and voluntary act of said Bank, for uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that said Trust Officer as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Trust Officer's own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27 day of January, 1995.

OFFICIAL SEAL
JOAN S. HLACH
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 12, 1995

Joan S. Hlach
Notary Public

COOK DIS
CD. NO. 018
236883



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
MAR29'95 DEPT. OF REVENUE
449.00

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP MAR29'95
224.00

Property of Cook County Clerk's Office

95212242

Mail To:

Joseph Mulhern
907 W. Elm, Suite 204
Hinsdale, Ill 60521

Address of Property:

219 N. Juliana
Hinsdale, Ill.

This instrument was prepared by:

Lucille C. Hart
COLE TAYLOR BANK
5501 W. 79th St.
Burbank, Ill. 60459

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SUBJECT TO RIDER TO BE
attached to trustee's deed
dated 1/27/95

- (a) General real estate taxes not due and payable at time of closing
- (b) Easements, covenants, agreements, conditions, use and occupancy restrictions and building lines of record
- (c) Applicable Zoning and building laws and ordinances
- (d) Acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser

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MAPPING SYSTEM
Change of Information Form.

Scannable document! - read the following rules

- 1. Changes must be kept with the special instructions 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 (PIN#) must be included on every form.

PIN NUMBER: 1 8 - 0 6 - 3 1 5 - 0 2 2 - 0 0 0 0

NAME/TRUST#: K A R E N B A T E N I C

MAILING ADDRESS: 4 0 8 S H E N S T O N E STATE: I L

CITY: R I V E R S I D E STATE: I L

ZIP CODE: 6 0 5 4 6 - 0 0 0 0

PROPERTY ADDRESS: 2 1 9 N J U S T I N A

CITY: H I N S D A L E STATE: I L

ZIP CODE: 6 0 5 2 1 -

FILED: MAR 29 1995 FA INITIALS

COOK COUNTY TREASURER

95212242

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(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(c) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within **60 DAYS** from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to

SIXTY DAYS

from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any 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.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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11/15/2011 10:00 AM

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Condominium Rider
- Growing Equity Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Other [Specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Ernesto Chaidez (Seal)
 ERNESTO CHAIDEZ -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

[Space Below This Line For Acknowledgement]

STATE OF ILLINOIS, *COOK*

County is:

I, *JOAN BLAIR*, a Notary Public in and for said county and state, do hereby certify that ERNESTO CHAIDEZ, SINGLE, NEVER BEEN MARRIED

personally known to me to be the same person(s) whose name(s) IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE signed and delivered the said instrument as HE free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *28th* day of *MARCH* 19*95*.

My Commission expires:



Joan Blair
 Notary Public

95212245

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2025-01-01 10:00:00