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WARRANTY DEED Statutory (ILLINOIS) (General)

95219898

CAUTION: Consult a lawyer before using or acting under this form. Warn the subscriber for the seller of this form against any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR (NAME AND ADDRESS)

GARY S. SHINNER and JILL S. PORTMAN, married to each other,

DEPT-01 RECORDING \$25.00 T#0012 TRAN 3371 03/31/95 14:30:00 #4336 + JM \*-95-219898 COOK COUNTY RECORDER

(The Above Space For Recorder's Use Only)

of the City of Chicago County of Cook State of Illinois for and in consideration of Ten (\$10.00)----- DOLLARS, and other valuable consideration, in hand paid, CONVEY and WARRANT to

BARBARA A. SHERMAN 360 East Randolph Chicago, IL

(NAMES AND ADDRESS OF GRANTEE(S))

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. SUBJECT TO: General taxes for 1994 (2nd) and subsequent years and covenants, conditions, and restrictions of record; public and utility easements

and those matters set forth on the reverse side hereof.

Permanent Index Number (PIN): 14-33-206-047-1035

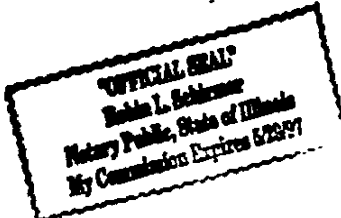
Address(es) of Real Estate: 2100 North Lincoln Park West #11DS, Chicago, IL 60614

DATED this 23rd day of March 19 95

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

Signatures of Gary S. Shinner and Jill S. Portman with (SEAL) markings.

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



Gary S. Shinner and Jill S. Portman, married to each other, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, 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 23rd day of March 19 95 Commission expires 5/29 1997

This instrument was prepared by R. Schirmer, 1119 Pleasant St., Oak Park, IL 60302 (NAME AND ADDRESS)

15 40 869 17

2500 DP

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COOK  
COUNTY, ILL.  
237023



STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX

MAR 31 '95 DEPT. OF REVENUE 225.00

Cook County  
REAL ESTATE TRANSACTION TAX



112.50

★ 030501  
★ CITY OF CHICAGO ★  
★ REAL ESTATE TRANSACTION TAX ★  
★ DEPT. OF REVENUE MAR 31 '95 ★  
★ P.B. 11153 ★ 900.00 ★

★ 030502  
★ CITY OF CHICAGO ★  
★ REAL ESTATE TRANSACTION TAX ★  
★ DEPT. OF REVENUE MAR 31 '95 ★  
★ P.B. 11153 ★ 787.50 ★

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## Legal Description

of premises commonly known as \_\_\_\_\_

2100 North Lincoln Park West #11DS, Chicago, IL 60614

UNIT 11-'D' SOUTH AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): LOTS 6, 7, 8 AND 12 IN MC NALLY'S SUBDIVISION OF PART OF LOT 'A' OF BLOCK 19, SAID LOT 'A' BEING THAT PART OF LOT 29, SOUTH OF NEW ALLEY AND ALL OF LOTS 36 TO 44, INCLUSIVE TOGETHER WITH FORMER VACATED 18 FOOT ALLEY, EAST OF AND ADJOINING SAID LOTS 29 TO 35, INCLUSIVE IN ROBINSON'S SUBDIVISION OF SAID BLOCK 19 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 17, 1972 AND KNOWN AS TRUST NUMBER 76979 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 21877064 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS

Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid. This instrument is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

SEND SUBSEQUENT TAX BILLS TO

Marianne D. Paine, Esq.

Barbara A. Sherman

20 N. Wacker<sup>(Name)</sup> Dr. #3850

2100 N. Lincoln<sup>(Name)</sup> Park West #11DS

Chicago, IL<sup>(Address)</sup> 60606

Chicago, IL<sup>(Address)</sup> 60614

(City, State and Zip)

(City, State and Zip)

MAIL TO

OR

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

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**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.

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.

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20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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
- Planned Unit Development Rider
- Graduated Payment Rider
- Growing Equity Rider
- Other [Specify] **ADJUSTABLE RATE RIDER**

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

Witnesses:

*Jack T. Wagler* (Seal)  
 JACK T. WAGLER -Borrower

*Mark Wagler* (Seal)  
 MARK WAGLER -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 -Borrower -Borrower

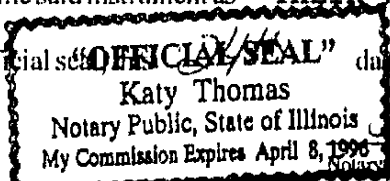
STATE OF ILLINOIS, *Kane*

County ss:

I, *Katy Thomas*, a Notary Public in and for said county and state do hereby certify that JACK T. WAGLER AND MARK WAGLER

name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that The Y 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 \_\_\_\_\_, Notary Public, State of Illinois, My Commission Expires April 8, 1996



My Commission Expires:

This Instrument was prepared by: *REM NIEKRASZ*

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FHA Case No.

131:7891323 734

## ADJUSTABLE RATE RIDER

LRADR

THIS ADJUSTABLE RATE RIDER is made this **24TH** day of **MARCH**, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to **BANK UNITED OF TEXAS FSB, 3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: **411-451 W. ONTARIO STREET #526, CHICAGO, ILLINOIS 60614**

(Property Address)

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Date

The interest rate may change on the first day of **JULY**, 1996, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

#### (B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee." Lender will give Borrower notice of the new Index.

#### (C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of **THREE AND 000/1000** percentage point(s) (**\*3.000 %**) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

#### (D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate.

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## (E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

## (F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

## (G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is made.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)  
-Borrower JACK T. WAGLER -Borrower

\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)  
-Borrower MARK WAGLER -Borrower

[Space Below This Line Reserved for Acknowledgment]

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FHA Case No.  
131:7891323  
734

LFCDR  
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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **24TH** day of **MARCH**, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to

**BANK UNITED OF TEXAS FSB, 3200 SOUTHWEST FREEWAY, #2000,  
HOUSTON TEXAS 77027**

("Lender") of the same date and covering the Property described in the Security Instrument and located at:  
**411-451 W. ONTARIO STREET #526, CHICAGO, ILLINOIS 60614** *JW*  
*MW*

[Property Address]

The Property Address includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: **ONTARIO STREET LOFTS**

[Name of Condominium Project]

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.
- C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become

FHA Multistate Condominium Rider - 2/91

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888 (8103)

VMP MORTGAGE FORMS \* (313)293-8100 \* (800)521-7281

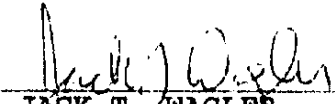
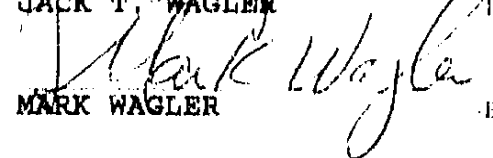
Initials: *JW*  
*MW*

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additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

(Seal)		(Seal)
-Borrower	<b>JACK T. WAGLER</b>	-Borrower
(Seal)		(Seal)
-Borrower	<b>MARK WAGLER</b>	-Borrower
----- [Space Below This Line Reserved for Acknowledgment] -----		

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STREET ADDRESS: 411 WEST ONTARIO UNIT 526  
CITY: CHICAGO COUNTY: COOK  
TAX NUMBER: 17-09-500-022-0000

## LEGAL DESCRIPTION:

### PARCEL 1:

UNIT NUMBER 526 IN ONTARIO STREET LOFTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF BLOCK 4 IN ASSESSOR'S DIVISION OF THE KINGSBURY TRACT IN EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 94827940; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

### PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF P-83, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 94827940.

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