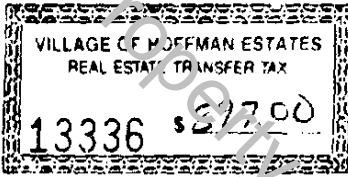


# UNOFFICIAL COPY

96414183

9600904 NN-ML-1

DEPT-01 RECORDING \$25.50  
T#0001 TRAN 4077 05/31/96 15:02:00  
#9441 RC #-96-414183  
COOK COUNTY RECORDER



THE ABOVE SPACE FOR RECORDERS USE ONLY

25.50

This Indenture, made this 7th day of May A.D. 1996 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 20th day of December, 1993, and known as Trust Number 118484 (the "Trustee"), and Bruce Winters and Jie Gong ~~XXXXXX~~ his wife, as joint tenants

(the "Grantees")  
Address of Grantee(s): 1479 Della Drive, Hoffman Estates, Illinois 60195

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 Grantees, ne/ as tenants in common, but as joint tenants, the following described real estate, situated in Cook County, Illinois, to wit:

Lot 49 Hilldale Green, being a Subdivision of part of Section 8, Township 41 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded October 24, 1994, as Document 94906285 and corrected by Certificates of Correction recorded December 1, 1994 as Document 04009475 and recorded January 30, 1995 as Document Number 95068242 and recorded February 8, 1995 as Document Number 95095271 in Cook County, Illinois.

Subject to: General real estate taxes not due as of the date of closing, including taxes which may accrue by reason of new or additional improvements during the year of closing; Covenants, conditions & restrictions of record; Public & utility easements & lot line agreements; Zoning and building laws and ordinances; roads and highways, if any; Purchaser's mortgage, if any; acts of Purchaser; Declaration of Covenants, Conditions, Easements and Restrictions for the Hilldale Green Homeowners Association recorded April 24, 1995 as Document R95269525, Grantor grants to the Grantee, his heirs and assigns, as easements appurtenant to the premises hereby conveyed, the easements created by said Declaration for the benefit of the owners of the parcel of realty herein described. Grantor reserves to itself, its heirs and assigns, as easements appurtenant to the remaining parcels described in said Declaration.

Property Address: 1479 Della Drive, Hoffman Estates, Illinois 60195

Permanent Real Estate Index Number: 07-08-200-012 (part of underlying)

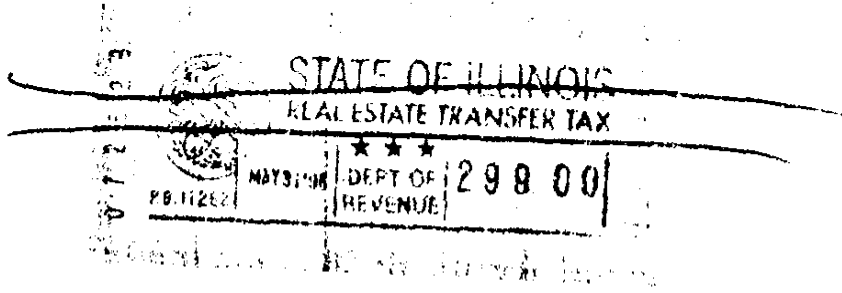
together with the tenements and appurtenances thereunto belonging.

07-08-200-012 (Lot 49)

96414183

# UNOFFICIAL COPY

To Have And To Hold the same unto the Grantees not in tenancy in common, but in joint tenancy, and to the proper use, benefit and behoof of the Grantees 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.

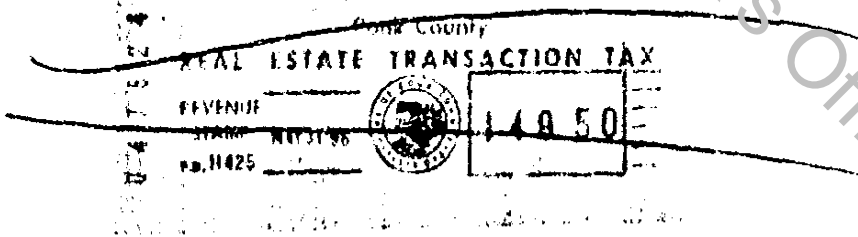
In Witness Whereof, the Trustee has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice President and attested by its Assistant Secretary, the day and year first above written.

Attest:

**LaSalle National Trust, N.A.**  
as trustee as aforesaid.

Nancy A. Strick  
Assistant Secretary

By Corinne Bek  
Assistant Vice President



This instrument was prepared by: <u>Corinne Bek (hd)</u>	<b>LaSalle National Trust, N.A.</b> Real Estate Trust Department 135 South LaSalle Street Chicago, Illinois 60603-4192
---	---

# UNOFFICIAL COPY

State of Illinois  
County of Cook

SS:

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

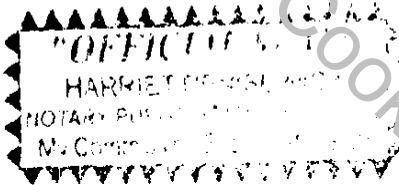
in the State aforesaid, **Do Hereby Certify** that Corinne Bek

~~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 ~~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 Bank, 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 Bank did affix said corporate seal of said Bank to said instrument as his 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 7th day of May A.D. 19 96

*Harriet Denisewicz*  
Notary Public



Box No. \_\_\_\_\_

TRUSTEE'S DEED  
(In Joint Tenancy)

Address of Property  
\_\_\_\_\_  
\_\_\_\_\_

 LaSalle National Trust, N.A.

Trustee  
To

Mail To:

*Clery & Clery  
1901 N. Roselle Rd.  
#1010 S's Office  
Schumburg IL 60195*

*5/8/96*

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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

90411283

**17. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 16.

**18. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph 18, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**19. No Defaults.** The Borrower shall not be in default of any provision of the Prior Mortgage or any other mortgage secured by the Property.

**20. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**21. Lender In Possession.** Upon acceleration under paragraph 20 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or 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 Security Instrument.

**22. 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.

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

**24. 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.

95119659

# UNOFFICIAL COPY

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 the Security Instrument.

X John E Stinnett Arlene L Stinnett-Mukes  
JOHN E STINNETT AKA ARLENE L STINNETT -Borrower

X Arlene L Stinnett-Mukes  
ARLENE L STINNETT-MUKES -Borrower

(Space Below This Line For Acknowledgment)

This Document Prepared By: VERONICA G RHODES

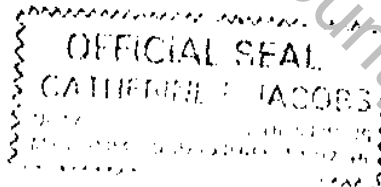
The First National Bank of Chicago  
One First National Plaza Suite 0203, Chicago, IL 60670

STATE OF ILLINOIS, Cook County ss:

I, Catherine Jacobs, a Notary Public in and for said county and state, do hereby certify that JOHN E STINNETT, DIVORCED & NOT SINCE REMARRIED (ONE-HALF INTEREST) AND ARLENE L STINNETT-MUKES AKA ARLENE L STINNETT personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of May, 1996

My Commission expires:



Catherine Jacobs  
Notary Public

96419659

# UNOFFICIAL COPY

## EXHIBIT A

All of Lot 10 and the North 3 Feet of Lot 11 in Block 5, in Prairie View Addition to Palatine, being a subdivision of that part of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 23, Township 43 North, Range 10, East of the Third Principal Meridian, lying North of the Chicago and Northwestern Railway, except the West 7 Acres thereof.

Common Address: 124 South Northwest Highway, Palatine, Illinois 60067

Permanent Index No. 02-23-105-020

Property of Cook County Clerk's Office

9643 1003

UNOFFICIAL COPY

Property of Cook County Clerk's Office

954116883