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WARRANTY DEED

JOINT TENANCY
ILLINOIS STATUTORY

96944712

MAIL TO:

David P. Carr
205 W Randolph St
Chicago, IL
60606

DEPT-01 RECORDING 427.00
T#0012 TRAN 3371 12/13/96 14:51:00
#8177 #05 *-96-944712
COOK COUNTY RECORDER

RECORDER'S STAMP

NAME & ADDRESS OF TAXPAYER:

Philip C. Molitis
1971 W Winona #3
Chicago, IL
60640

JRM/MLW
38-234-2

THE GRANTOR(S) JAMES R. MULCAHY, a single person
of the City of Chicago County of Cook State of Illinois
for and in consideration of Ten and 10/100 (\$10.00) DOLLARS

and other good and valuable considerations in hand paid,
CONVEY(S) AND WARRANT(S) to PHILIP C. MOLOITIS and CHERYL J. MOLOITIS,
his wife, of 2925 N. Racine Avenue
(GRANTEES' ADDRESS)

of the City of Chicago County of Cook State of Illinois 60657
not in Tenancy in Common, but in JOINT TENANCY, the following described real estate situated in the County of Cook, in the State of Illinois, to wit:

① UNIT 1971-3 IN 1961-71 WEST WINONA CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 AND THE NORTH 17 FEET OF LOT 2 IN HAGELIN AND NELSON'S SUBDIVISION LOTS 2, 3, 6, 7, 10, 11, 14, 15 IN BLOCK 4 IN CLYBOURNE'S ADDITION TO RAVENSWOOD OF THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 40 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 25321765 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN COOK COUNTY, ILLINOIS

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 not in Tenancy in Common, but in Joint Tenancy forever.

Permanent Index Number(s): 14-07-405-016-1010
Property Address: 1971 W. Winons, Unit #3, Chicago, Illinois 60640

Dated this 9th day of December 19 96
(Seal) x James R. Mulcahy (Seal)
(Seal) James R. Mulcahy (Seal)

NOTE: PLEASE TYPE OR PRINT NAME BELOW ALL SIGNATURES

BOX 333-CTI

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STATE OF ILLINOIS
County of Cook

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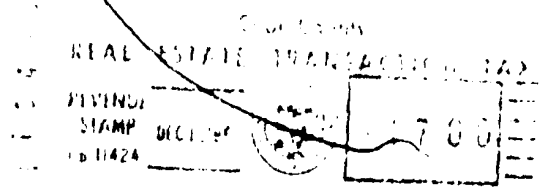
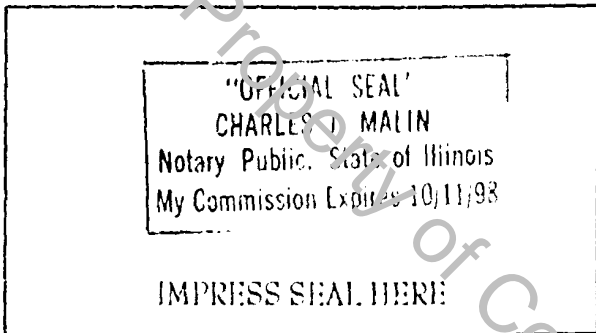
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT

JAMES R. MULCAHY
personally known to me to be the same person - whose name is _____ subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that - he - _____ signed, sealed and delivered the
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 notarial seal, this 9th day of December, 19 96.

My commission expires on October 11, _____, 19 98. _____ Notary Public

Charles J. Malin



____ Cook COUNTY - ILLINOIS TRANSFER STAMP

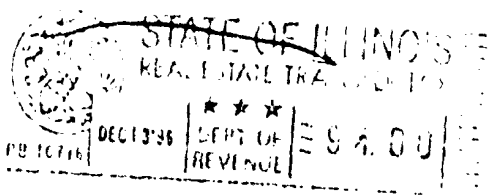
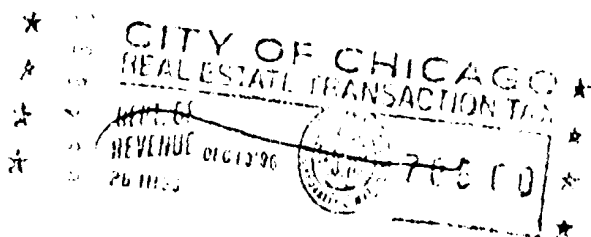
* If Grantor is also Grantee you may want to strike Release & Waiver of Homestead Rights.

NAME and ADDRESS OF PREPARER:
Charles J. Malin
5544 St. Charles Road
Berkeley, Illinois 60163

EXEMPT UNDER PROVISIONS OF PARAGRAPH
SECTION 4,
REAL ESTATE TRANSFER ACT
DATE: _____

Signature of Buyer, Seller or Representative

** This conveyance must contain the name and address of the Grantee for tax billing purposes: (55 ILCS 5/3-5020)
and name and address of the person preparing the instrument: (55 ILCS 5/3-5022).



PHILIP C. AND CHERYL J. MOLOTTIS

TO

JAMES R. MULCAHY

FROM

WARRANTY DEED
JOINT TENANCY ILLINOIS STATUTORY

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MAPPING SYSTEM

Change of Information

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 (PIN#) must be included on every form

PIN NUMBER:	14 - 07 - 405 - 016 - 1010
NAME/TRUST#:	PHILIP E MOLLOTTIS
MAILING ADDRESS:	1971 W WINDONA #3
CITY:	CHICAGO STATE: IL
ZIP CODE:	60640 -
PROPERTY ADDRESS:	1971 W WINDONA #3
CITY:	CHICAGO STATE: IL
ZIP CODE:	60640 -

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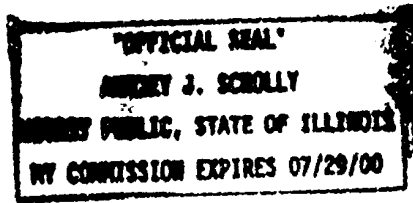
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STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated December 10th, 1996 Signature: [Signature]
Grantor or Agent

Subscribed and sworn to before me by the
said CHARLES J. MALIN
this 1st day of December
19 96.

[Signature]
Notary Public

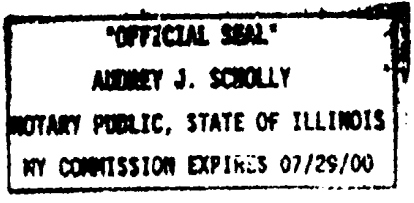


The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated December 10, 1, 1996 Signature: [Signature]
Grantee or Agent

Subscribed and sworn to before me by the
said CHARLES J. MALIN
this 10th day of December
19 96.

[Signature]
Notary Public



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NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

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All necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "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 the paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. 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 17.

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.

18. 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 18, including, but not limited to, reasonable attorneys' fees and cost of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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.

20. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.


21. 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.

The following riders are attached:

Condominium 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:


AYNOLLAH DAROODI

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2025

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STATE OF ILLINOIS

COUNTY ss: COOK

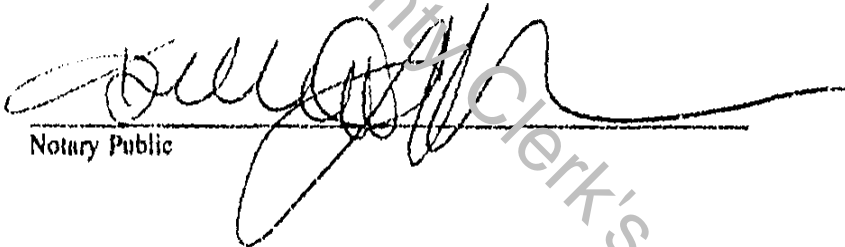
I, the undersigned, a Notary Public in and for said county and state do hereby certify that
AYATULLAH DAWOUDI, SINGLE

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

Given under my hand and official seal, this

3 day Dec 1996

My Commission expires:


Notary Public

CHASE MANHATTAN MORTGAGE CORPORATION
1211 WEST 22ND STREET, SUITE 120
OAKBROOK, IL 60521

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STREET ADDRESS: 1451 EAST 55TH STREET UNIT 304B
CITY: CHICAGO COUNTY: COOK
TAX NUMBER:

LEGAL DESCRIPTION:

UNIT 304-"N", IN UNIVERSITY PARK CONDOMINIUM, AS DELINEATED ON THE SURVEY OF LOTS 9, 10, 13, 17, 18, AND 19 AND PART OF LOT 12 IN CHICAGO LAND CLEARANCE COMMISSION NO. 1; ALSO PART OF LOT 22 IN BLOCK 57 AND PART OF LOT 22 AND OF LOT 3 IN BLOCK 58 IN HYDE PARK SUBDIVISION, ALL IN THE SOUTHEAST 1/4 OF SECTION 11, AND THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24684928, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 3rd day of December, 1996 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

CHASE MANHATTAN MORTGAGE CORPORATION

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

1451 EAST 55TH UNIT 304S, CHICAGO, IL 60616

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

UNIVERSITY PARK CHICAGO

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to the 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 this 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 a sum for 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

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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 all dues and assessments imposed pursuant to the legal instruments creating and governing the Condominium Project.
- 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 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.


AYATULLAH DAWOUDI

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