

DEPT-01 RECORDING \$25.00  
T#0012 TRAN 9851 03/28/96 09:43:00  
#9264 \$ ER \*--96-237030  
COOK COUNTY RECORDER

25

The above space for recorder's use only

76 12 110 00 90 10

THIS INDENTURE, made this 1ST day of MARCH, 1996, between First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Company, Palatine, Illinois), a corporation duly organized and existing as a banking corporation and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said bank in pursuance of a certain Trust Agreement, dated the 27TH day of SEPTEMBER, 1995, and known as Trust Number 10-1975, party of the first part, and -----

JEROME BRINCKMAN  
33 EAST CEDAR of CHICAGO, ILLINOIS parties of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of TEN AND NO/100--- (\$10.00) ----- Dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, the following described real estate, situated in COOK County, Illinois, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Permanent Real Estate Index No. 17-03-202-013, 17-03-202-014 AND 17-03-202-058 (PRE-CONVERSION)

together with the tenements and appurtenances thereto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the 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 thereunto enabling, SUBJECT, HOWEVER, to: the liens of all trusts deeds and/or mortgages upon said real estate, if any, of record in said county; all unpaid general taxes and special assessments and other liens and claims of any kind; pending litigation, if any, affecting the said real estate; building lines; building, liquor and other restrictions of record, if any; party walls, party wall rights and party wall agreements, if any; Zoning and Building Laws and Ordinances; mechanic's lien claims, if any; easements of record, if any; and rights and claims of parties in possession.

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

FIRST BANK AND TRUST COMPANY OF ILLINOIS  
as trustee, as aforesaid, and not personally  
By: [Signature] Assistant Trust Officer  
ATTEST [Signature] Assistant Trust Officer

This space for affixing Riders and Revenue Stamp

96237030

Document Number

# UNOFFICIAL COPY

COUNTY OF COOK  
STATE OF ILLINOIS SS.

I, DAWN M. MALACHUK a Notary Public in and for said County,  
in the State aforesaid, DO HEREBY CERTIFY, THAT

MICHAEL J. KALITOWSKI

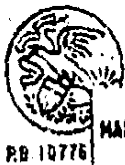
Assistant Trust Officer of FIRST BANK and TRUST COMPANY OF ILLINOIS, a  
banking corporation, and MICHAEL C. WINTER, Assistant Trust  
Officer of said banking corporation, personally known to me to be the same persons,  
whose names are subscribed to the foregoing instrument as such Assistant Trust Officer,  
and Assistant 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 acts, and as the free and voluntary act of said banking corporation as Trustee,  
for the uses and purposes therein set forth and the said Assistant Trust Officer did also  
then and there acknowledge that he/she, as custodian of the corporate seal of said  
banking corporation, did affix the said corporate seal of said banking corporation to said  
instrument as his/her own free and voluntary act, and as the free and voluntary act of  
said banking corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1ST day of MARCH, 1996.

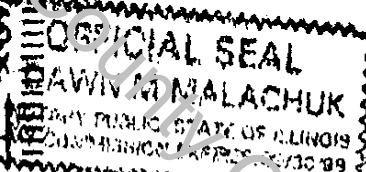
Dawn M. Malachuk  
Notary Public DAWN M. MALACHUK

COOK  
CO. NO. 016

073617



STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
MAR 26 '96  
DEPT. OF REVENUE  
110.58



98232030

MAIL  
MICHAE J. GOLDRICK  
10540 S WESTERN - 303  
CHICAGO, ILL 60643

CHGO.  
828.75

33 EAST CEDAR STREET, UNIT 17G  
CHICAGO, ILLINOIS

For information only insert street  
address of above described property.

THIS INSTRUMENT PREPARED BY:  
MICHAEL J. KALITOWSKI  
FIRST BANK AND TRUST COMPANY OF ILLINOIS

300 East Northwest Highway  
Palatine, Illinois 60067

BOX 333-CTI

# UNOFFICIAL COPY

## EXHIBIT "A"

UNIT 17G IN THE 33 EAST CEDAR CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1: LOTS 1 AND 2 IN AUGUSTIN GAUER'S SUBDIVISION OF THE WEST PART OF THE NORTH 1/3 OF BLOCK 3 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2: THE WEST 80 FEET OF THE EAST 150 FEET OF THE WEST 444.75 FEET, OF THE NORTH 1/3 OF BLOCK 3 IN CANAL TRUSTEE'S SUBDIVISION, AFORESAID AS MEASURED ALONG THE NORTH LINE OF SAID BLOCK 3, ALL IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 96-160725 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS,

TRUSTEE ALSO HEREBY GRANTS TO THE GRANTEE, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID REAL ESTATE SET FORTH TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION ON THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

ANY TENANT OF THE UNIT BEING CONVEYED HAS EITHER WAIVED OR FAILED TO EXERCISE THE RIGHT OF FIRST REFUSAL TO PURCHASE THE UNIT, DID NOT HAVE ANY SUCH RIGHT OR GRANTEE WAS A TENANT OF THE UNIT PRIOR TO THE CONVERSION.

COMMONLY KNOWN AS 33 EAST CEDAR STREET, CHICAGO, ILLINOIS  
P.I.N. 17-03-202-013, 17-03-202-014 AND 17-03-202-058 (PRE-CONVERSION)

96237030

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

96237031

2002  
Dover

WHEN RECORDED, RETURN TO:  
NBD MORTGAGE COMPANY  
ATTN: LOAN REVIEW,  
P.O. BOX 7095  
TROY, MI 48007-9869

DEPT-01 RECORDING \$41.00  
T00012 TRAN 9851 03/28/96 09:43:00  
49265 # ER \*-96-237031  
COOK COUNTY RECORDER

PREPARED BY:

BETH JOHNSON  
WHEATON, IL 60187

[Space Above This Line For Recording Data]

## MORTGAGE

6126391

411

THIS MORTGAGE ("Security Instrument") is given on MARCH 01, 1996  
JEROME J BRINCKMAN DIVORCED, NOT SINCE REMARRIED

The mortgagor is

("Borrower"). This Security Instrument is given to NBD MORTGAGE COMPANY,

which is organized and existing under the laws of THE STATE OF DELAWARE, and whose  
address is 900 TOWER DRIVE, TROY, MI 48098

("Lender"). Borrower owes Lender the principal sum of

EIGHTY EIGHT THOUSAND AND 00/100

Dollars (U.S. \$ 88,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security  
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on  
MARCH 01, 2026 . This Security Instrument secures to Lender: (a) the repayment of the debt

evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all  
other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c)  
the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this  
purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in  
CITY OF CHICAGO, COOK County, Illinois

SEE ATTACHED LEGAL DESCRIPTION RIDER

17-03-202-013/014-0000

17-03-202-058-0000

which has the address of 33 E CEDAR #170, CHICAGO  
Illinois 60611

[Street, City],

[Zip Code] ("Property Address");

ILLINOIS Single Family FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 8/90  
Amended 5/91

BR/IL (9439)

VMP MORTGAGE FORMS (800)821-7291

Page 1 of 8

Initials: *[Signature]*

BOX 988-871



96237031



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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to