

CSA

# UNOFFICIAL COPY

97412238

## WARRANTY DEED

GRANTOR(S). SHARKO'S WEST, INC., a Corporation of Illinois, City of Chicago, County of Cook, State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, CONVEY(S) and WARRANT(S) to the GRANTEE(S), JOHN P. NOVAK and JOAN D. NOVAK, of 5348 S. Natoma, Chicago, Illinois 60638, all interest in the following described real estate

DEPT-01 RECORDING \$23.50  
 T#0010 TRAM 8015 06/10/97 11:46:00  
 #2041 + CJ \*-97-412238  
 COOK COUNTY RECORDER

\*\*\*FOR RECORDER'S USE\*\*\*

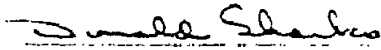
See Legal on page 2

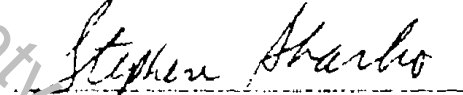
SUBJECT TO (1) Real estate taxes for the year 1996 and subsequent years, (2) Covenants, conditions, restrictions and easements of record, (3) All applicable zoning laws and ordinances, hereby releasing and waiving all rights under and by virtue of Homestead Exemption Laws of the State of Illinois.

TO HAVE AND TO HOLD, the above granted premises unto the GRANTEE(S) forever

Dated, May 27, 1997

Attested By

  
 Donald Sharko,  
 President of Sharko's West, Inc

  
 Stephen Sharko,  
 Secretary of Sharko's West, Inc

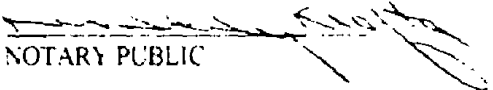
STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

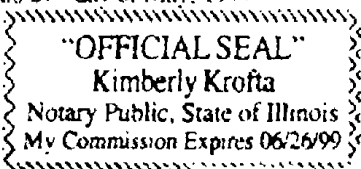
### ATGF, INC

97412238

I, the undersigned a Notary Public in and for the County and State aforesaid Do Hereby Certify that Donald Sharko and Stephen Sharko, of Sharko's West, Inc Personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth

Given under my hand and Notarial Seal this 27<sup>th</sup> day of May, 1997

  
 NOTARY PUBLIC



Prepared by: James J. Kash, 6545 West Archer Ave., Suite 4, Chicago, Illinois 60638

Return to: Arnold H. Ginsburg, 6177 S. Archer Ave., Chicago, Illinois 60638



# UNOFFICIAL COPY

UNIT 6331-2B TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN HALE PARK PLACE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION AND SURVEY RECORDED AS DOCUMENT NO. 95871251 AS TO THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 11, 12, 13, 14 AND 15, IN BLOCK 16 IN FREDERICK H. BARTLETT'S CHICAGO HIGHLANDS SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, 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 and amendments thereto, aforesaid, and grantor reserves to itself, its successor 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 and amendments the same as though the provisions of said Declaration and amendments were recited and stipulated at length herein.

PIN: 19-20-100-057-1009

Common Address: 6331 West 63<sup>rd</sup> Street, Unit 2B, Chicago, Illinois 60638

050427  
Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE  
STAMP JUN 907  
\$ 62.50

COOK  
CO. NO. 016  
075250  
PB. 16697  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT. OF REVENUE  
125.00

★ 10 CITY OF CHICAGO ★  
★ 00 REAL ESTATE TRANSACTION TAX ★  
★ 00 DEPT OF REVENUE JUN 907 ★  
★ 00 937.50 ★

BOX 370

UNOFFICIAL COPY

LSB

BOX 166

97412239

This instrument was prepared by:  
DONNA KOPEL  
STANDARD FINANCIAL MORTGAGE CORPORATION  
800 BURR RIDGE PARKWAY  
BURR RIDGE, IL 60521

DEPT-01 RECORDING \$41.00  
#0010 TRAN 8015 06/10/97 11:47:00  
#2042 + CJ \*-97-412239  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

LOAN NO.: 5001051222

4/09

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 27, 1997. The mortgagor is,  
JOHN P NOVAK AND  
JOAN D NOVAK, HIS WIFE

("Borrower"). This Security Instrument is given to Standard Financial Mortgage Corporation, which is organized and existing under the laws of the United States of America, and whose address is 800 Burr Ridge Parkway, Burr Ridge, IL 60521 ("Lender"). Borrower owes Lender the principal sum of

Ninety Thousand and no/100

Dollars (U.S. \$ 90,000.00).

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 June 1, 2027.

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 COOK County, Illinois:  
SEE ATTACHED LEGAL DESCRIPTION RIDER

ATGF, INC

97412239

PIN # 19-20-100-057-1009

which has the address of  
Illinois, 60638

6331 W 63RD ST UNIT 2B  
("Property Address");

CHICAGO  
[City]

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.

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

IL01.FRM (09/94) FITECH IL01R.FRM (01/97) SFMC Form 3014 9/90 (page 1 of 6 pages)

Initials: JPN JDN

**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. § 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 a 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 Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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