

UNOFFICIAL COPY

97877832

Page 1 of 3

4237/0262 03 001 1997-11-21 15:31:10

Cook County Recorder

25.50

Warranty Deed In Trust

THIS INDENTURE WITNESSETH, that
Grantor, s Paul W. Brown
and Lisa Brown, his wife


of the County of Cook and
State of Illinois, for and in consideration in
hand paid, and of other good and valuable
considerations, receipt of which is hereby
duly acknowledged, Convey and Warrant unto
Harris Bank Palatine, a National Association
organized and existing under the National Banking Laws of the United States of America, and duly authorized to accept and execute trusts
within the State of Illinois, as Trustees under the provisions of a certain Trust Agreement, dated the 7th day of
November 19 97, and known as Trust Number 6869 the following described real
estate situated in Cook County,
Illinois, to wit:

THE EAST 1/2 OF LOT 21 AND THE WEST 18 FEET OF LOT 22 IN BLOCK 30 IN
WALKERS SUBDIVISION OF BLOCKS 1 TO 31, INCLUSIVE OF W.B. WALKER'S
ADDITION TO CHICAGO, IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 40
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK
COUNTY, ILLINOIS.


P.I.N. 13-14-329-028

And the said grantor s hereby expressly waive _____ and release _____ any and all right or benefit under and by virtue of
any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor s aforesaid have hereunto set their hand and seal this 10th
day of November 19 97.



PAUL W. BROWN (SEAL)



LISA BROWN (SEAL)

(SEAL) (SEAL)

THIS INSTRUMENT PREPARED BY: Thomas Resnick, 345 N. Quentin Rd., Palatine,
Illinois 60067

UNOFFICIAL COPY

FORM 1187-7



HARRIS BANK PALATINE, N.A.
ATTN: TRUST DEPARTMENT
50 NORTH BROOKWAY
PALATINE, ILLINOIS 60067

TAXES TO BE MAILED TO:

3814 W. Irving Park Rd., Chicago, IL
ADDRESS OF PROPERTY
5814 W. Irving

MAIL TO:

My Commission Expires 07/07/98
Notary Public, State of Illinois
Mary P. Winkler

NOTARY PUBLIC

personally known to me to be the same person whose name is _____
they day in person and acknowledge 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.

STATE OF ILLINOIS)
COUNTY OF COOK)
I, the undersigned, a Notary Public in and for said county, in the State aforesaid, do hereby certify

THE NETWORK, INC.
ATTORNEYS NATIONAL

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways, or alleys and to vacate any subdivision or part thereof and to subdivide said real estate as of and as desired, to contract to sell, to grant options to purchase, to sell on any terms to convey either with or without considerations to convey said real estate or any part thereof to a successor in trust and to grant to such successor or successors in trust all the title of estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, from time to time in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release convey or assign any right, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate or be obliged to see the terms of this trust have been complied with, or be obliged to inquire into the authority necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

This conveyance is made upon the express understanding and condition the neither Harris Bank Palatine, N.A., individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for any thing it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment, change or modification thereof, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only and interest in the earnings avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only and interest in the earnings avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Harris Bank Palatine, N.A. the entire legal and equitable title in fee simple, in and to all of the real estate above described.

UNOFFICIAL COPY



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX

NOV 14 '97 DEPT. OF REVENUE 142.50
PB. 10846

Cook County

REAL ESTATE TRANSACTION TAX

REVENUE STAMP NOV 13 '97 71.25
PB. 10846

★ 024483
★
★
★

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX

DEPT. OF REVENUE NOV 13 '97 356.25
PB. 11196



★ 024485
★
★
★

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX

DEPT. OF REVENUE NOV 13 '97 356.25
PB. 11196



★ 024483
★
★
★

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX

DEPT. OF REVENUE NOV 13 '97 356.25
PB. 11196



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Loan No. PAL-0050162103
Instrument Prepared by:
KIM COKLEY
Record & Return to
HARRIS BANK PALATINE, N.A.
50 N. BROCKWAY STREET
PALATINE, IL 60067



Property of Clerk's Office

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 12th, 1997

The mortgagor is HARRIS BANK PALATINE, N.A. AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 7, 1997 AND KNOWN AS TRUST NO. 8889 ("Borrower").

This Security Instrument is given to HARRIS BANK PALATINE, N.A., which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 50 N. BROCKWAY STREET PALATINE, ILLINOIS 60067 ("Lender").

Borrower owes Lender the principal sum of One Hundred Thousand and 00/100 Dollars (U.S. \$ 100,000.00).

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 December 1st, 2007. 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:


THE EAST 1/2 OF LOT 21 AND THE WEST 18 FEET OF LOT 22 IN BLOCK 30 IN WALKERS SUBDIVISION OF BLOCKS 1 TO 31, INCLUSIVE OF W.B. WALKER'S ADDITION TO CHICAGO IN THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THHIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 13-14-329-028

which has the address of 3814 W. IRVING PARK, CHICAGO

Illinois 60618- ("Property Address");

ILLINOIS - Single Family - Fannie Mae/ Freddie Mac UNIFORM INSTRUMENT
GFS Form 3014 (6J16)

Initials 
Form 8014 9/90
(page 1 of 7 pages)

UNOFFICIAL COPY

Loan Number: PAL-00801621-3

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 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

01 2 of 2
Initials 97877833

Form 3014 9/80
(page 2 of 7 pages)

97877833