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CHARGE FEE: \$10.00

WARRANTY DEED

~~Statutory~~ (ILLINOIS)
(Individual to Individual)

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DEPT. OF RECORDING 823.50
TAMM TAMM 2301 01/10/97 13:23:00
STATE # LF * - 27 - 023019
COOK COUNTY RECORDER

THE GRANTOR (NAME AND ADDRESS)

STEPHEN G. SMITH AND
REBECCA RODGERS SMITH,
HUSBAND AND WIFE

97023019

The Above Space For Recorder's Use Only

of the COOK City of CHICAGO County
of COOK State of ILLINOIS
for and in consideration of TEN (\$10.00) DOLLARS, AND OTHER GOOD AND VALUABLE
in hand paid, CONVEY and WARRANT to CONSIDERATION

COLLEEN X KRAMER
811 N. WEBSTER
CHICAGO, IL 60614

(NAME AND ADDRESS OF GRANTEE(S))

~~THE FOLLOWING DESCRIBED REAL ESTATE~~ the following described Real Estate situated in the County of
COOK in the State of Illinois, to wit: (See reverse side for legal description.) 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 ~~TO THE GRANTEE(S) HEREIN NAMED~~ SUBJECT TO: General taxes for 1996
and subsequent years and

Permanent Index Number (PIN): 14-32-218-051

Address(es) of Real Estate: 2100 N. FREMONT, CHICAGO, ILLINOIS 60614

DATED this 3RD day of SEPTEMBER 1996

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

Stephen G. Smith (SEAL)

STEPHEN G. SMITH

Rebecca Rodgers Smith (SEAL)

REBECCA RODGERS SMITH

State of Illinois, County of COOK ss. I, the undersigned, a Notary Public in and for
said County, in the State aforesaid. DO HEREBY CERTIFY that

STEPHEN G. SMITH AND REBECCA RODGERS SMITH, HUSBAND AND WIFE

OFFICIAL SEAL
ANDREW J ROSA

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/30/99

personally known to me to be the same person whose name subscribed to
the foregoing instrument, appeared before me this day in person, and acknowledged
that h signed, sealed and delivered the said instrument as
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 official seal, this 3rd day of September 1996

Commission expires 11-30 1999 *Andrew J. Rosa*
NOTARY PUBLIC

This instrument was prepared by ROBERT WHEELER, 1600 COLE RD, ROLLING MEADOWS
ILLINOIS 60008

97023019

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Legal Description

of premises commonly known as 2100 N. FREEMONT, CHICAGO, ILLINOIS

LOT 20 IN HUBBARD AND OTHERS SUBDIVISION OF LOTS 12 THROUGH 29 IN BLOCK 3 IN CUSHMANS RESURDIVISION OF THE NORTH HALF OF BLOCK 4 IN SHEFFIELDS ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY
REAL ESTATE TRANSACTION TAX
\$ 632.00

COOK COUNTY
REAL ESTATE TRANSACTION TAX
\$ 316.00

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
\$ 4,740.00 MS

Property of Cook County Clerk's Office



MAIL TO

97022019

MAIL TO {
DAVID L. GOLDSTEIN (Name)
35 E. WACKER DRIVE, #1750 (Address)
CHICAGO, IL 60601-2201 (City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO
CF
COLLEEN X KRAMER (Name)
2100 N. FREMONT (Address)
CHICAGO, IL 60614 (City, State and Zip)

OR RECORDER'S OFFICE BOX NO _____

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AP# KRAMER, 5123691

LN# 5123691

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.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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