UN	OFFICIAL	COPY	CTR 3:12	
WARRANTY Deed in Trust DOCUMENT NUMBER	C00K (01177)	**OOO1** RECORDIN % MAILINGS % 97261385 # SUBTOTAL CHECKS	2 PUR 0002 MC#	
97261385	Town Constitution of the C	★ 점 ፮ 분 의 규		
RETURN TO: Cosmopolitan Bank and Trust Cook County Recorder's Box No. 226- 801 North Clark Street Chicago, Illinois-60f to 3287	MAYWOOD OFFICE		94/16/97	

RECORDERS USE ONLY

Grantor(s) Joe Ann Brunson, married to Milton Brunson 17 W 712 Butterfield. Illinois. Oak Brook Terrace, of the County of DuPage Illinois , for and in consideration of \_\_Dollars (\$\_10\_00\_\_ Ten & no/100s----\_\_\_), and other valuable consideration, receipt of which is hereby acknowledged, convey(s) and warrant(s) unto COSMOPOLITAN BANK AND TRUST, 801 N. Clark Street, Chicago, Illinois 60610-3287, a co poration of Illinois, duly authorized to accept and execute trusts within the State of 19th Illinois, as Trustee under the provisions of a certain irrest Agreement dated the day of\_ February \_, and known as trust number 30595 , the following described real estate in\_ Illinois, together with the appurtenances attached thereto: LOT 51 AND THE NORTH 9 FEET OF LOT IN RUDOPH AND CHLADEK'S

ADDITION TO AUSTIN IN THE SOUTHEAST 1,4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, CONSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERICIAN, IN COOK COUNTY, ILLINOIS.

NOTE: If additional space is required for legal - attach on separate 8 1/2 x 11 sheet. SUBJECT TO:

ADDRESS OF PROPERTY: 1046 North Monitor, Chicago, Illinois 30651

TO HAVE AND TO HOLD said real estate with the appurtenances, on the trusts, and for the uses and our poses herein and in said Trust Agreement set forth.

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, to vacate any subdivision or part thereof, to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, 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, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in furturo, and on any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, to renew or extend leases on any terms and for any period or periods of time, to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and options to lease and options to renew leases and options to purchase the whole or any part of the reversion, 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.

97261385

### UNOFFICIAZ<sup>6</sup>©©PY

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 that the terms of said 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, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying on or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by this Deed and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his, her or their predecessor in trust.

This conveyence is made on the express understanding and condition that neither Cosmopolitan Bank and Trust, individually or as Trustee, nor it, successor or successors in trust shall incur any personal liability or be subjected to any claim or judgment for anything it or they or it or their agents or attorneys may do or omit to do in or about said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, 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 said Trustee in confection 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 bust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness emerged 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 recording and/or filing of this Deed.

The interest of each and every beneficiary ereunder 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 thereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest ir the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said The Cosmopolitan Bank and Trust, at Trustee, the entire directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upper condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

Grantor(s) hereby expressly waive(s) and release(s) any and all right to benefit under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, Grantor(s) has	signed this deed, this	19th day of	February	, 19_97	
HelmBruken-	2) 	7/2	1		
JOE ANN BRUNSON		KERKKER KRIEKKING KANDONGERKERKER KRIEKERK KERKKER KRIEKKING KANDONGERKERKER KRIEKER			
		ANX ENEX EXEMPLE PLACE OF THE TAXABLE PLACE OF TAX			
State of Illinois		I, the undersigned, a Nota: Public in and for said County, in the State alonesaid, do hereby			
County of Cook SSS		certify that			
Joe Ann Brunson, married to	Milton Brunson	, and Milton B	runson,		
personally known to me to be the same person selection me this day in person and acknowledged the their free and voluntary act, for the unhomestead.  THIS DEED PREPARED BY:	nat they se; and purposes therein s	_ signed, sealed and deliver set forth, including the release	ered the said instrease and waiver of	ument as	
Atty Dansby G. Cheeks	Giver	Given under my hand and notarial seal this			
NAME & ADDRESS OF TAXPAYER:	k, II. 191	day of Februa	4, 19 <u>97</u>		
COCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC	for	Notary Public	rel		

#### STATEMENT OF 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 title to real estate under the laws of the State of Illinois.

SUBSCRIBED AND SWORN to

before me this <u>//</u> day

Jeannie Ford

Notary Public, State of Illinois & My Commission Sxp. 05/23/2000 &

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 rold 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 \_4/(1/97\_\_\_\_, 1997.

SUBSCRIBED AND SWORN to

before me this // day of April , 1997. 97261385

"OFFICIAL SEAL" Jeannie Ford Notary Public, State of Illinois My Commission Exp. 05/23/2000

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 the provisions of Section 4 of the Illinois Real Estate transfer Tax Act.)

# UNOFFICIAL COPY

Property of County Clerk's Office

2350

Secretary

Assistant

Attest:

## UNOFFICIAL COPY97261

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

GREGG P. GOOSSENS

personally known to me to be the Executive

Vice President of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WESTCHESTER and personally known ROSANNE M. KLINGELHOFER Secretary of said corporation whose to me to be the Assistant names are subscribed to the foregoing instrument, appeared before me this

day in person and severally acknowledged that as such Executive

Secretary, they signed and

President and Assistant delivered the said instrument of writing as Executive Vice

President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein.

> CIVEN under my hand and notarial seal, this 1st uay of , A.D. 1997 April

"OFFICIAL SEAL" NUOLE M. BARONAS Notary Public, State of Illinois My Commission Expires 7/19/97

Fish In Baconse Notary Public

LEGAL DESCRIPTION

Lot 34 (except the South 113.25 feet thereof) and Lot 55 (except the North 53.75 feet thereof) in Origer's Subdivision Unit Two, in the South Section of Alexander Robinson's Reserve in Township 40 North, Clert's Organica Range 12. East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 12-15-324-025

97261386

97261357UNOFFICIAL COPY

Prepared by and
Record and Return to:
Reset Department
First Union Mortgage Corporation
10 S. Jefferson Street
Roanoke, VA 24011

FHLMC Loan Number: 516598759 FUMC Loan Number: 0127701 \*\*0001\*\*
RECORDIN MAILINGS MAY 97261367 HAILINGS CHECKS

2 F 0804 MC#

COOK COUNTY
RECORDER
JESSE WHITE
MAYWOOD OFFICE

### **BALLOON LOAN MODIFICATION**

(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

TWO CRIGINAL BALLOON LOAN MODIFICATIONS
MUST BE EXECUTED BY THE BORROWER:
ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND
ONE ORIGINAL IS TO BE KECORDED IN THE LAND RECORDS WHERE THE
SECURITY INSTRUMENT IS RECORDED

This Balloon Loan Modification ("Modification"), entered into effective as of the 1st day of February, 1997, between Thomas J. O'Callaghan, Jr., ("Borrower") and First Union Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated January 3, 1992, securing the original principal sum of J.S. \$ 92,000.00 and recorded as Instrument No. 92030121 in the Official Records of Cook County, Illinois and,

(2) the Balloon Note bearing the same date as, and secured by, the Secu ity Instrument (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at 10546 Canterbury Street, Westchester, Illinois 60154 the real property described being set forth as follows:

THE EAST ½ OF LOT 459 AND ALL OF LOT 460 TOGETHER WITH THE 20 FOOT VACATED ALLEY LYING NORTH OF AND ADJOINING THEREOF IN GEORGE F. NIXON AND COMPANY'S CIVIC CENTER ADDITION TO WESTCHESTER IN THE EAST ½ OF THE SOUTH EAST  $\frac{1}{4}$  JF SECTION 20, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CCCK COUNTY, ILLINOIS.  $\frac{1}{2}$ ,  $\frac{1}{4}$   $\frac{1}{$ 

To evidence the election by the Borrower of the Conditional Modification and Extension of Loan Terms as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to contrary contained in the Note or Security Instrument):

- 1. The Borrower is the owner and occupant of the property.
- 2. As of February 1, 1997, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$87,354.78.

97261387

8 /W

## UNOFFICIAL COPY TO A STORE OF THE PROPERTY OF

COOK COUNTY
RECORDED

Soot County Clark's Office

CONTRACTOR OF THE PARTY OF THE

Patiente