

UNOFFICIAL COPY 97388758

Warranty Deed Illinois
Individual to individual

Prepared by:
John Dabek, Attorney at Law
6811 W. Higgins Avenue
Chicago, Illinois 60656
(773) 763-1500

07388758

Mail to / Send Subsequent Tax
Bills to:
Jerry and Deena Broaddus
6918 W. Armitage
Chicago, Illinois 60635

DEPT-01 REC'D, RE
TRAN 2552 06/02/97 14:53:00
#7488 + JW *-97-388758
COOK COUNTY RECORDER

GRANTOR HENRY STASIEK, married to Teresa Stasiek, of the Village of Elmwood Park, County of Cook, State of Illinois for and in consideration of Ten and No/100 (\$10.00) DOLLARS, other good and valuable consideration in hand paid, CONVEYS and WARRANTS to Jerry Broaddus and Deena Broaddus, AS TENANTS BY THE ENTIRETY ^{CLAYTON} ^{LOUISE}, not in Tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in the County of Cook, State of Illinois, to wit:

2350

*husband and wife

Lot 2 in Rosiek's Resubdivision, being a Resubdivision in the Southeast 1/4 of the Northwest 1/4 of section 36, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

This is not Homestead Property as to Teresa Stasiek.

hereby releasing and waiving all rights under and by virtue of the Homestead Laws of the State of Illinois. TO HAVE AND TO HOLD said premises not in tenancy in common, but in JOINT TENANCY forever. BUT AS TENANTS BY THE ENTIRETY, ~~CLAYTON~~

Permanent Real Estate Index Number(s): 12-36-111-046-000

Address(es) of Real Estate: 2129 N. 76th Court Elmwood Park, Illinois 60635 60707

97388758

Dated this April 30, 1997

PLEASE PRINT Henry Stasiek (SEAL)
OR TYPE NAME(S) Henry Stasiek
BELOW
SIGNATURE(S)

ATTORNEY'S NATIONAL TITLE NETWORK
THREE FIRST NATIONAL PLAZA
SUITE 1600
CHICAGO, IL 60602

State of Illinois, County of Cook ss.

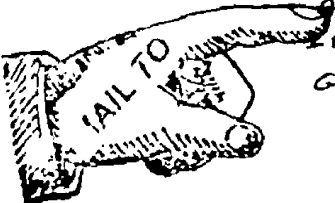
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Henry Stasiek to Teresa Stasiek personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 30th day of April, 1997.

Commission expires November 16, 1998.

MAIL TO: MICHAEL J. DICANIS
ATTORNEY AT LAW
2103 A BLOOMINGDALE RD
GLENDALE HTS., IL
60139

NOTARY PUBLIC
JOHN DABEK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/16/98



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2111



Village of Elmwood Park
Real Estate Transfer Stamp
\$1000 *04*



Village of Elmwood Park
Real Estate Transfer Stamp
\$200 *04*



Village of Elmwood Park
Real Estate Transfer Stamp
\$20 *04*



Village of Elmwood Park
Real Estate Transfer Stamp
\$20 *04*



Village of Elmwood Park
Real Estate Transfer Stamp
\$20 *06*



Village of Elmwood Park
Real Estate Transfer Stamp
\$20 *04*



Village of Elmwood Park
Real Estate Transfer Stamp
\$1 *04*



Village of Elmwood Park
Real Estate Transfer Stamp
\$1 *04*



Village of Elmwood Park
Real Estate Transfer Stamp
\$1 *04*

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2111

RECEIVED
JUN 12 2007
12850

067533

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
JUN 12 07 DEPT. OF REVENUE
257.00

UNOFFICIAL COPY

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred. (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

J.B. [Signature]
Initials

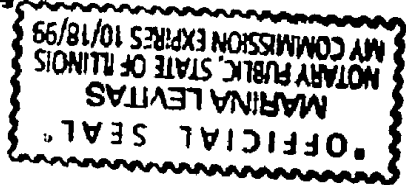
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DPS 1094

Notary Public

NOTARY PUBLIC

Form 3014 9/98



My Commission Expires: 10/18/99

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they free and voluntary act, for the uses and purposes therein set forth. THEIR signed and delivered the said instrument as Given under my hand and official seal, this

JERRY CLAYTON BROADUS AND DENA LOUISE BROADUS, HUSBAND AND WIFE
STATE OF ILLINOIS, COOK County ss. the undersigned, a Notary Public in and for said county and state do hereby certify

(Seal) Borrower (Seal) Borrower

JERRY CLAYTON BROADUS (Seal) Borrower
DENA LOUISE BROADUS (Seal) Borrower

JERRY CLAYTON BROADUS (Seal) Borrower
WITNESSES:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]
- 1-4 Family Rider
- Bi-weekly Payment Rider
- Second Home Rider

24. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and I shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. Including, but not limited to, reasonable attorneys' fees and costs of title evidence.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
24. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and I shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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