

1998-05-22 12:15:05 Cook County Recorder 23.50

Warranty Deed TENANCY BY THE ENTIRETY Statutory (ILLINOIS) (Individual to Individual)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR (NAME AND ADDRESS)

Donald J. Nagolski, a bachelor, 5415 North Sheridan, Unit 3311

(The Above Space For Recorder's Use Only)

of the City of Chicago Cook County of Cook State of Illinois

for and in consideration of Ten and 00/100 DOLLARS, in hand paid, CONVEY and WARRANT to Chatchai A. Worasutr and Priyanuch Somask, 4542 North Western, Chicago, Illinois 60625

(NAME AND ADDRESS OF GRANTEE(S))

as husband and wife, as TENANTS BY THE ENTIRETY and not as Joint Tenants with rights of survivorship, nor as Tenants in Common, 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 as husband and wife, not as Joint Tenants nor as Tenants in Common but as TENANTS BY THE ENTIRETY forever. SUBJECT TO: General taxes for 1997 and subsequent years and

Permanent Index Number (PIN): 14-08-203-017-1417

Address(es) of Real Estate: 5415 N. Sheridan, Unit 3311, Chicago, Illinois

DATED this 30th day of April 19 98

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

Donald J. Nagolski (SEAL) Donald J. Nagolski (SEAL)

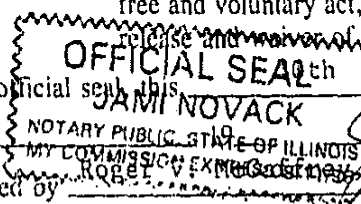
Donald J. Nagolski (SEAL)

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

Donald J. Nagolski, a bachelor

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.

IMPRESS SEAL HERE



Given under my hand and official seal this 30th day of April 19 98

Commission expires Esq., 33 N. Dearborn, Chicago, IL 60602

This instrument was prepared by (NAME AND ADDRESS)

* If Grantor is also Grantee you may wish to strike Release and Waiver of Homestead Rights.

Handwritten notes: Wm, 028621515, SRS

Handwritten checkmark

Legal Description

of premises commonly known as 5415 N. Sheridan, Unit 3311, Chicago

Unit 3311 together with its undivided percentage interest in the common elements in Park Tower Condominium as delineated and defined in the Declaration recorded as document number 24874698, in the Northeast 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

COOK COUNTY
DEPARTMENT OF REVENUE
REVENUE STAMP
NOV-88
12300

CITY OF CHICAGO
DEPARTMENT OF REVENUE
REAL ESTATE TRANSACTION TAX
NOV-20-88
720806
092750



SEND SUBSEQUENT TAX BILLS TO:

MAIL TO: {
JOHN G SPATUZZA
(Name)
221 N LA SALLE ST - 2000
(Address)
CHICAGO, IL 60601
(City, State and Zip)

Chatchai A. Wcrasutr
(Name)
5415 N. Sheridan, Unit 3311
(Address)
Chicago, IL
(City, State and Zip)

OR RECORDER'S OFFICE BOX NO. _____

UNOFFICIAL COPY

PAID 128
1998-05-22 12:16:25
Cook County Recorder 99.50

THIS INSTRUMENT PREPARED BY:
KATHY DILLOW

WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA, FSB
LOAN SERVICE CENTER
P O BOX 60015
CITY OF INDUSTRY, CA 91716-0015



ALL NOTICES TO LENDER SHALL BE MAILED
TO OR DELIVERED TO THE ABOVE ADDRESS.

Loan No. 019322630

ADJUSTABLE RATE MORTGAGE

NOTICE: This security instrument secures a Note which contains a provision allowing for changes in the interest rate. Increases in the interest rate may result in higher payments. Decreases in the interest rate may result in lower payments.

This mortgage (the "Security Instrument"), made this 30TH day of APRIL, 1998, between CHATCHAI A. WORASUTR AND PRIYANUCH SOMSAK, HUSBAND AND WIFE, AS JOINT TENANTS, herein called BORROWER, whose address is 5415 NORTH SHERIDAN RD, UNIT #3311, CHICAGO, IL 60640, and HOME SAVINGS OF AMERICA, FSB, A FEDERAL SAVINGS BANK, herein called LENDER, whose address is 4900 RIVERGRADE ROAD, IRWINDALE, CA 91706-1404.

NOW, THEREFORE, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Town/Village/City of CHICAGO, County of COOK, State of ILLINOIS:

UNIT 3311 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PARK TOWER CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 24874698, IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN #14-08-203-017-1417. COMMONLY KNOWN AS: 5415 NORTH SHERIDAN ROAD, UNIT #3311 CHICAGO, IL 60640.

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns forever, together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to: (a) all easements and rights of way appurtenant thereto; and (b) all buildings, structures, improvements, fixtures and appurtenances now or hereafter placed thereon, including, but not limited to, all apparatus and equipment, whether or not physically affixed



SAS 515129870
2-8621515 SAS
Lender

16

to the land or any building, used to provide or supply air-cooling, air-conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal or other services; and all waste vent systems, antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor covering, awnings, ranges, ovens, water heaters and attached cabinets; it being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the real property that is conveyed hereby; and (c) all water and water rights (whether or not appurtenant) and shares of stock, if any, pertaining to such water or water rights, ownership of which affects said property, SUBJECT, HOWEVER, to the assignment to Lender of such rents, income, issues and profits hereinafter set forth. Borrower agrees to execute and deliver, from time to time, such further instruments as may be required by Lender to confirm the lien of this Security Instrument on any such properties. The properties mortgaged, granted, and conveyed to Lender hereunder are hereinafter referred to as "such property."

Borrower absolutely and irrevocably grants, transfers and assigns to Lender the rents, income, issues and profits of such property.

FOR THE PURPOSE OF SECURING:

(1) Payment of the principal sum of \$98,400.00 with interest thereon, according to the terms of a promissory note of even date herewith (herein the "note") and having a final maturity date of MAY 10, 2028 made by Borrower, payable to Lender or order, and all modifications, extensions or renewals thereof. (2) Payment of such additional sums with interest thereon: (a) as may be hereafter borrowed from Lender by the then record owner of such property and evidenced by a promissory note or notes reciting it or they are so secured and all modifications, extensions or renewals thereof; or (b) as may be incurred, paid out, or advanced by Lender, or may otherwise be due to Lender, under any provisions of this Security Instrument and all modifications, extensions or renewals thereof. (3) Performance of each agreement of Borrower contained herein or incorporated herein by reference or contained in any papers executed by Borrower relating to the indebtedness secured hereby. (4) Performance, if the indebtedness secured hereby or any part thereof is for the purpose of constructing improvements on such property, of each provision or agreement of Borrower contained in any construction loan agreement, building loan agreement or other agreement between Borrower and Lender relating to such property. (5) The performance and keeping by Borrower of each of the covenants and agreements required to be kept and performed by Borrower pursuant to the terms of any lease and any and all other instruments creating Borrower's interest in or defining Borrower's right in respect to such property. (6) Compliance by Borrower, with each and every monetary provision to be performed by Borrower under any declaration of covenants or conditions or restrictions pertaining to such property, or any declaration of condominium ownership and upon written request of Lender, the enforcement by Borrower of any covenant to pay maintenance or other charges, if same have not been paid or valid legal steps taken to enforce such payment within 30 days after such written request is made. (7) Performance of all agreements of Borrower to pay fees and charges to the Lender relating to the indebtedness secured hereby whether or not herein set forth.

TO PROTECT THE SECURITY OF THIS SECURITY INSTRUMENT, BORROWER AGREES:

(1) **Payment of Debts; Ownership Interest.** To pay all indebtedness secured hereby, when from any cause the same shall become due. Borrower shall keep such property free from statutory and governmental liens of any kind, is possessed of ownership of such property in the manner described in the title report delivered to Lender, and has good, right and lawful authority to convey such property in the manner and form herein provided. Borrower covenants and warrants that such property is free from liens or encumbrances except as indicated in such title report and that Borrower shall defend the same forever against the claims and demands of all persons whomsoever, and that this covenant shall not be extinguished by any foreclosure hereof but shall run with the land.

(2) **Construction of Improvements.** To complete in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on such property or contemplated by the indebtedness

Loan No. 019522630