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TRUSTEE'S DEED



DEPT OF RECORDING \$25.00 THAN 2684 06/03/98 12:35 DD TOOK COUNTY RECORDER

77372801 98051	1517 K	the above space is for the recorder's use only				
THIS INDENTURE mid	e this 26th	day	of <u>Ma</u> s	<u></u>	19 98 ,	
between PINNACLE B'(8						
recorded and delivered to s	ad. Bank in pursuance	of a trust agreement date	d <u>20tl</u>	day of	March .	
19 . 97 ar	ad known as Trust	Number1150	0	party of this	first part, and	
	MIGNEL DIAZ	y consequent an also some your managers they arrows a rock of the second			أحسبنا أجينا السيدال فيها فالمكانية والقواوا والمراد	
		and with the specimen of the Monte of the State State State of the State State of the State of t			·	
Address of Grantee(s):	5129 South Ma	plewood Chicag	o, Illinoi	<u>.S</u>	and the second section of the second	
This instrument was prepared	ired by: GLEN! J	RICHTER 60	00 West Ce	rmak Road	معالم موجود مرسول المعارض الموجود الم	
		<u> </u>	cero, Illi	nois 60804		
WITNESSETH, That said	party of the first part,	n consideration of the sur	n of TEN and	NO/100 DOLLAR	S, and other good	
and valuable consideration	s in hand paid, does he	reby convey and quitelain	i unto said pari	ties of the second p	part, the following	
real estate, situated in	Cook	County, Illine	is, to-wit:			
SE	E RIDER ATTACHE	D HERETO AND MADE	A PART HE	REOF		

UNIT 3B AND P-9 IN THE DALIA CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING TRACT OF LAND:LOTS 2,6 AND 7 IN GEO'RGE BILHORN'S RESUBDIVISION OF LOTS 29 THROUGH 39, BOTH INCLUSIVE IN BLOCK 45 IN GRANT LOCOMOTIVE WORKS ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 25384247 IN COOK COUNTY, ILLINOIS; WHICH PLAT OF SURVEY 15 ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED APRIL 10, 19%, AS DOCUMENT NUMBER 98314067; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. THE TENANT OF THE UNIT HAS WAIVED OR HAS FAILED TO EXERCISE THE RIGHT OF FIRST REFUSAL:

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

Commonly Known as: Unit 3B 1523 South Laramie, Cicero, Illinois 60804

Permanent Index Number: 16-21-224-007-0000/16-21-224-003/16-21-224-008

Together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said parties of the second part and to the proper use, benefit and behoof forever of said party of the second part.

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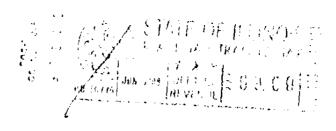
the terms of said deed or deeds in trust deed is made subject to the lien of every of money, and remaining unreleased at t IN WITNESS WHEREOF, said par name to be signed to this document by its	delivered to said trustee in pursuance of the trust agreement above mentioned. This trust deed or mortgage (if any) of record in said county given to secure the payment the date of the delivery hereof. The date of the delivery hereof. The date of the first part has caused its corporate seal to be hereto affixed and has caused its vice President and attested by its Assistant Secretary.
the day and year first above written.	,
	PINNACLE BANK, as Trustee as aforesaid
BY: Steny	Respective Vice President
ATTITION AND A	Asst. Secretary
ATTEST: // OCTU	
	i i
Ž,	1, the undersigned, a Notary Public in and for said County, in the State aforesaid
STATE OF ILLINOIS SS.	DO PEREBY CERTIFY, That Glenn J.Richter
COUNTY OF COOK 5 33.	Vice President of PINNACLE BANK, and <u>Nancy Fudala</u> Assistant or cretary of said Bank, who are personally known to me to be the same persons, whose names are subscribed to the foregoing instrument as such. Vice President and Assistant
	Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, to said instrument as said Assistant Secretary's, own free and voluntary
	act of said Bank, as Trustee as aforesaid on the uses and purposes therein set forth. Given under my hand and Notarial Seal this 20th
	day of May A.D. 1998 Mol Practice
TOWN Real Entite Transfer Tex	Real Englis Transfer Tax Notary Public Notary Public Notary Public Notary Public
NAME MIGUEL DIAZ	For information only, Insert street, address of above described property here.
STREET 1523 S. CARAMIE	Unit 3B 1523 South Laramie
CITY CICERO, IL. 6 INSTRUCTIONS OR	0804 Cicero, Illinois 60804
RECORDER'S OFFICE BOX NUMBI	:R

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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 Lorrower 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 vertex 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 attorn(vs' tees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's righ s in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Unor reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as it 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 of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borlower. 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, we 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 no 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, lawsuice, other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of 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, kerosere, 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.

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

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	23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.	
	hout charge to Borrower. Borrower shall pay any recordation costs.	ĮΙΛ
σπής Ισείπισευ	22, Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Sec	
	including, but not limited to, reasonable attorneys' fees and costs of title evidence.	'17
dergeraq eld) a	occeding. Lender shalt be entitled to collect all expenses incurred in pursuing the remedies provided in	
	ured by this Security Instrument without further demand and may foreclose this Security Instrum	
	before the date specified in the notice, Lender, at its option, may require immediate payment in	
	n-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default	
	orm Borrower of the right to relustate after acceleration and the right to assert in the foreclosure	
	ured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The not	
	that failure to cure the default on or before the date specified in the notice may result in accelerat	
	a date, not less than 30 days from the date the notice is given to Borrower, by which the default mus	
	plicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to c	

My Commission Expires: IR free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this signed and delivered the said instrument as THEIR subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that personally known to me to be the same person(s) whose name(s) I' I VHORIK' HIZBYND YND NILE 16113 , a Motary Public in and for said (20 My and state do hereby certify Conuță 22. STATE OF ILLINOIS, -Borrower BOTTOWER (Seal) (Seal) Horrower. T APLE IAB (Iss2) Borrower (Iss2) Witnesses: in any rider(s) executed by Borrower and recorded : in it. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and Other(s) [specify] VA Rider Rate Improvement Rider Balloon Rider Second Home Rider Graduated Paymen: Rider Biweekly Payment Rider Planned Unit Development Rider Adjustable Rate kide 1-4 Family Rider Condominium Rider [Check applicable bex(%)] the covenants and letternents of this Security Instrument as if the rider(s) were a part of this Security Instrument. Security Instrum car, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement 24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this

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My Commission Expires 9/13/2001 Notary Public, State of Illinois MARIE T. HYNES

"OFFICIAL SEAL" Notern Public

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