10FFICIAL CO533464859

Form No. 20R AMERICAN LEGAL FORMS (THU AGO II

1998-06-03 15:50:14 Early County Researder

Quit Claim Deed TENANCY BY THE ENTIRETY (Individual to Individual)

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THE GRANTOR(S) MAME AND ADDRESSE

Timothy C. Lowe

3410 N. Lake Shore Drive

Unit 5K

PAGE 1

"If Grantor is also Grantee you may want to strike Release and Waiver of Homestead Rights

Chicago Ilinois 60657	
\triangleright	(The Above Space For Recorder's Use Only)
of the of Cook for and in consideration of \$10.00 in hand paid, CONVEY(S) and QUIT CLAIM	Of Chicago County State of 111inois DOLLARS,
husband and wife as TENANTS BY THE ENT in common, of the City State of I Jinois all interest in the toll in the State of Illinois, to wit: (See reverse side by virtue of the Homestead Exemption Laws of	E. Lowe, t. 5k, Chicago Illinois, 60657 MES AND ADDRESS OF GRANTEES: IP TY and not as joint tenants with a right of survivorship, or tenants Chicago County of Cook owing (escribed Real Estate situated in the County of Cook for legal description.) hereby releasing and waiving all rights under and of the State of illinois.* TO HAVE AND TO HOLD said premises not ut as TENANTS BY THE ENTIRETY, FOREVER.
Petinanelli index (sumpe) (1773).	307-052-1022
Address(es) of Real Estate: 3410 N, Lake	Shore Drive unit 5k Chicago Illinois 60657 DATED this Third day of June 19 98
PRINT OR Timothy C. Lowe	(SEAL)
TYPE NAMEISI BELOW SIGNATURFISI	(SI:AL)
State of Illinois, County of Cook said Cou	ss. 1, the undersigned, a Notary Profic in and for nty, in the State aforesaid, DO HEREBY CERTIFY that
	Timothy C. Lowe
subscribe and ackt instrume	y known to me to be the same person, whose name do to the foregoing instrument, appeared before me this day in person, nowledged that he signed, sealed and delivered the said
Given under my hand and official seal, this	3 3 day of June 19.98
Community Protein Timothy I My Commission Expires Cit. 11, 1999	Lowe 3410 N. Lake Shore Office Unit 5k Chicago Illianoisabbaces7

SEE REVERSE SIDE >

UNOFFICIAL COP 3/6464859 1

Legal Description

of premises commonly known as	3410 North Lake Shore Drive Unit 5K
	Chicago Illinois 60657

UNIT 5K IN THE 3410 LAKE SHORE DRIVE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1: LOT 3 IN OWNERS DIVISION OF THAT PART OF LOT 26 (EXCEPT THE WESTERLY 200 FERT THETEOF) LYING WESTERLY OF SHERIDAN ROAD IN THE SUBDIVISION OF BLOCK 16 IN HUNDLEY'S SCADIVISION OF LOTS 3 TO 21 AND 33 TO 37, ALL INCLUSIVE, IN PINE GROVE BEING A SUTUTVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD FRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, PARCEL 2: LOTS 18, 19, 20 AND 21 (EXCEPT THE SOUTH 100 FEET OF SAID LOTS) IN JONES SUBDIVISION OF LOT 22 IN PINE GROVE A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 1/ BAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID PARCELS 1 AND 2, TAKEN AS A TRACT, THE FOLLOWING DESCRIBED PARCEL LYING ABOVE A HORIZONTAL PLANE OF 30.23 FEET, CITY OF CHICAGO DATUM, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE AFORESAID TRACT; THENCE WESTERLY ALONG THE NORTH LINE THEPLOF, 77.04 FEET TO THE CENTER LINE OF A PARTY WALL AND ITS EXTENSION, THENCE SOUTHERLY ALONG THE CENTER LINE OF A PARTY WALL AND ITS EXTENSION, 121.13 FEET TO THE SOUTH LINE OF THE AFORESAID TRACT, THENCE EASTERLY, 114.39 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTHWESTERLY 136.67 FEET TO THE POINT OF BEGINNING)

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DICLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 04017101; TOGETHER WITH ITS UNDIVIDED PERCENTAGE TS OFFICE INTEREST IN THE COMMON BLEMENTS IN COOK COUNTY, ILLINOIS



SEND SUBSEQUENT TAX BILLS TO:

Timothy C. Lowe 3410 N. Lake Shore Drive #5k MAIL TO: (Address) Chicago Illinois 60657 (City, State and Zip)

Timothy C. Lowe 3410 N. Lake Shore Drive #5k (Address) Chicago Illinois 60657 (City, State and Zip)

OR

RECORDER'S OFFICE BOX NO.

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STATEMENT BY 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.
Dated 6-3, 1998 signature:
Grantor or Agent
dialited of light
Subscribed and sworn to before
Subscribed and sworn to before
me by the said this 3 day of Cary J. Cichon Notary Public Cichon
this 3 day of Cary J. Cichon Notary Public My Commission State Notary Public, State N
19 28. Notary Public Cichon
Notary Public "My Commission Wolfe, State of the
Notary Public Notary Public, State of Illinois The grantee or his agent affirms and verifies the the loane of the grantee
The grantee or his agent affirms and verifies that the mane of the grantee
shown on the deed or assignment of beneficial interest in a land trust is
either a natural person, an Inlinois corporation or foreign corporation
authorized to do business or acquire and hold title to real estate in Illinoi:
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 6.3., 1998 Signature: Charming doing
Grantee or Agent
d'ente de Agent
Subscribed and sworn to before
me by the said
this 3 day of June
1998
Notary Public Notary Public SEA
My Com Public Diox
Notary Public Notary
identity of a grantee shall be guilty of a cross of the emplanor for
the first offense and of a Class A misdemeanor for supplication
Offenses

offenses.

(Atach 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.)

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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.

- 6. Occupancy, Preservation, Maintonance and Protection of the Property; Borrower's Loan Application; Leaseholds. 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 agres in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Bor over'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 proceedings, 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 Borrowar's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interes'. 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.
- 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 attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this optingraph 7, Lender does not have to do so.

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.

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 period

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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.

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.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the same secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any belance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Londer otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are then due.

If the Property is abandon d by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 rafe red to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance by Londer Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Installent granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refere to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any deriend made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sits maximum loan charges; and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to 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 to 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.

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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 coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable strongeys' 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 a 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 paymen's 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 not allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sent-acces 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 its ardous 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 percoleum 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 shail 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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shail further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of title evidence.

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でジョーの作品を見	22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law. 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. 24. Riders 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 shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check					
	Adjustable Rate Rider	rument				
	and in any rider(s) executed a Borrower and recorded with it.					
	Witnesses:					
	- Leuise Price					
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		MILLIANCE				
	Co					
	[Space Below This Line For Acknowledgment]					
	State of Illinois, Cook County ss:					
	The foregoing instrument was acknowledged before me this 15 day of 199 by LOUISE PRICE	δ.				
	Witness my hand and of the College Solley NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS Notary Public	<u></u>				

ALINOIS - Single Family - Famile Mee/Freddle Mec UNIFORM INSTRUMENT

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SNLC6 07/95 FORM 3014 9/90

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LEGAL DESCRIPTION

Lot fifteen (15) in Block four (4) in Vendley's Berkeley Highlands U. it No. 1, being a Subdivision of the West 716.60 feet of the East 946.6 feet of the South 872.5 feet and also of the West 248.4 feet of the East 1195 feet of the South 170 feet of the North West fractional quarter of Section 7, Township 39 North, Kange 12, East of the Third Principal Meridian, in Cook County Illinois.

15-07-301-022

Oot Col 5929 Albion, Berkeley, Illinois 60163 Common address: Clart's Original

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