

# UNOFFICIAL COPY

98496148

2052/0943 49 001 Page 1 of 3  
1998-06-12 09:11:19  
Cook County Recorder 25.50

COOK COUNTY RECORDER

Warranty Deed  
JOINT TENANCY - Statutory  
(ILLINOIS) Individual to Individual

The GRANTOR, LEO A. CARDELLA,  
married to Norma Cardella, of S109 N.  
Ozark, of the Village of Niles, of the  
County of Cook, State of Illinois, for and in  
consideration of Ten and 00/100  
(\$10.00) Dollars and other good and  
valuable consideration in hand paid.

CONVEYS and WARRANTS to LEO A. CARDELLA and NORMA CARDELLA, his wife, not in  
Tenancy in Common, but in JOINT TENANCY, the following described real estate situated in the  
County of Cook in the State of Illinois, to wit: (See reverse side for legal description.) TO HAVE AND  
TO HOLD said premises, not in Tenancy in Common but in joint tenancy forever.

Permanent Index Number (PIN): 04-35-400-014-000  
Address of Real Estate: 966 Waukegan Road, Glenview, IL. 60025

THIS PROPERTY NOT SUBJECT TO HOMESTEAD RIGHTS.

As a result of this deed, the grantees will own an undivided one-half (1/2) interest in the subject  
property.

DATED this 1<sup>st</sup> day of June, 1998  
Leo A. Cardella  
LEO A. CARDELLA

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 LEO  
A. CARDELLA, married to Norma Cardella, personally  
known to me to be the same person whose name is  
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.

Given under my hand and official seal, this 1<sup>st</sup> day of June, 1998  
Commission expires 9-15-99, 1999  
Joanne L. Johnson  
Notary Public

This instrument was prepared by: Donald A. Smith, Esquire, Suite 800, Golf Mill Prof. Bldg., Niles, IL, 60714

OFFICIAL SEAL  
JOANNE L. JOHNSON  
NOTARY PUBLIC, STATE OF ILL.  
MY COMMISSION EXPIRES 9

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## LEGAL DESCRIPTION

of premises commonly known as 966 Waukegan Road, Glenview, IL:

Lot 1 in MacLean's subdivision of part of lot 8 in Assessor's division of section 35, township 42 north, range 12 east of the third principal meridian in the Village of Glenview, County of Cook, Illinois

Exempt under provisions of  
Paragraph \_\_\_\_\_ Section 4,  
Real Estate Transfer Tax Act

6/11/98  
Dated

Donald A. Smith  
Attorney



Mail To

Donald A. Smith, Esquire  
Suite 800  
Golf Mill Prof. Bldg.  
Niles, IL 60714

Send subsequent tax bills to:

Leo A. Cardella and Norma Cardella  
966 Waukegan Road  
Glenview, IL 60025

OR

Recorder's Office Box No. \_\_\_\_\_

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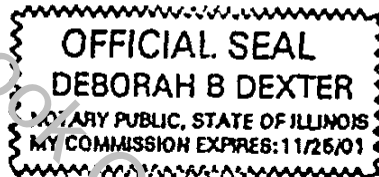
## STATEMENT BY GRANTOR AND GRANTEE

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 6/13, 1998 Signature: Deborah B. Dexter  
Grantor or agent

Subscribed and sworn to  
before me this 13th day  
of June, 1998.

Deborah B. Dexter  
Notary Public

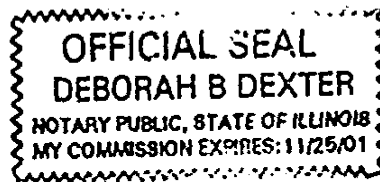


The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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 and hold title to real estate under the laws of the State of Illinois.

Dated 6/3, 1998 Signature: Deborah B. Dexter  
Grantee or agent

Subscribed and sworn to  
before me this 3rd day  
of June, 1998.

Deborah B. Dexter  
Notary Public



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Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Liberty Federal Bank  
P.O. Box 386  
Hinsdale, Illinois 60521  
Prepared by: Susan Prichodko

98496149

9052/0044 49 001 Page 1 of 2  
1998-06-12 09:12:10  
Cook County Recorder 13.50

When recorded return to:

Pzinski & Smith, P.C.  
Suite 600  
Golf Mill Prof. Bldg.  
Hies, IL 60714-1286

Loan Number: 017 6044192 **MORTGAGE RELEASE DEED**

Know all men by these presents, that the Liberty Federal Bank formerly known as Liberty Federal Savings Bank formerly known as Liberty Federal Savings and Loan Association of Chicago,

a corporation existing under the laws of the United States of America, for and in consideration of the payment of the indebtedness secured by the mortgage hereinafter mentioned, and the cancellation of the obligation thereby secured, and the sum of one dollar, the receipt is hereby acknowledged, does hereby remise, convey, release and quit claim unto Mary C. Gallalee a/k/a Mary C. Blanchette, married to Quentin C. Blanchette

all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain mortgage bearing date February 20th, 1992, and recorded in the Recorder's/Registrar's office of Cook County, in the State of Illinois, in book \_\_\_\_\_ of records on page \_\_\_\_\_, as document no. 92122175, and assignment of rents, as document no. \_\_\_\_\_, to the premises therein described as follows, to-wit:

SEE LEGAL DESCRIPTION ON THE OTHER SIDE

TAX IDENTIFICATION NUMBER: 13-09-219-036-0000

COMMONLY KNOWN AS: 5200 W FOSTER AVE., CHICAGO, IL 60630

situated in the CITY of CHICAGO, County of Cook, State of Illinois, together with all of the appurtenances and privileges thereunto belonging or appertaining.

In testimony whereof, said Liberty Federal Bank formerly known as Liberty Federal Savings Bank formerly known as Liberty Federal Savings and Loan Association of Chicago has caused these presents to be signed by its authorized officer, and its corporate seal to be hereto affixed, on May 11, 1998

(Corporate Seal)

By: Sharon A. Liska  
Sharon A. Liska

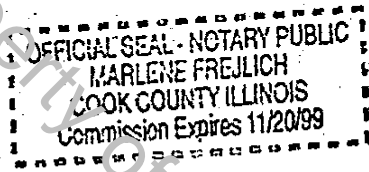
**FOR THE PROTECTION OF THE OWNER, THIS RELEASE NEEDS TO BE FILED  
WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE  
OR DEED OF TRUST WAS FILED.**

STATE OF ILLINOIS )  
 )ss.  
COUNTY OF DU PAGE )

The undersigned, a notary public in and for said County in the State aforesaid, does Certify that Sharon A. Liska, personally known to me to be an authorized officer of Liberty Federal Bank formerly known as Liberty Federal Savings Bank, formerly known as Liberty Federal Savings and Loan Association of Chicago, whose name is subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such authorized officer has signed and delivered the said instrument of writing as an authorized officer of said corporation, and caused the seal of said corporation to be affixed thereto pursuant to authority given by the board of directors of said corporation, as the officer's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal on May 11, 1998

(Seal)



*Marlene Frejlich*  
Notary Public  
Marlene Frejlich

LOT 168 IN KINSEY'S JEFFERSON PARK AND FOREST GLEN SUBDIVISION OF PART OF SECTION NINE (9), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*Return to:*

Ptasinski & Smith, P.C.  
Suite 800  
Golf Mill Professional Building  
Niles, IL 60714-1286

# UNOFFICIAL COPY 98496150

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1998-06-12 09:20:55  
Cook County Recorder 31.50

Prepared by: Jane Lohrmann

Permanent Tax Index No:  
15011110680000  
15011110770000

0120073218

## MORTGAGE

PRAIRIE TITLE 98-13577  
6821 W. NORTH AVE.  
OAK PARK, IL 60302

THIS MORTGAGE ("Security Instrument") is given on May 26, 1998. The mortgagor is  
Kenneth Ludwig and  
Mary E. Ludwig his wife,

("Borrower"). This Security Instrument is given to Fidelity Federal Savings Bank

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose  
address is 5455 W. Belmont Ave., Chicago, IL 60641

("Lender"). Borrower owes Lender the principal sum of  
THREE HUNDRED FORTY FIVE THOUSAND & 00/100

Dollars (U.S. \$ 345,000.00 ).  
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly  
payments, with the full debt, if not paid earlier, due and payable on June 1, 2013. This Security  
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and  
modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of  
this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the  
Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in  
Cook County, Illinois:

Lot 11 (except the South 49 feet thereof), and the South 50 feet of Lot 12  
in Burma Brothers Subdivision of the East 6 acres of the West 9 acres of  
the South 18 acres of the East 1/2 of the Northwest 1/4 of Section 1,  
Township 39 North, Range 12, East of the Third Principal Meridian, in  
Cook County, Illinois, excepting those parts taken for streets.

which has the address of 1218 Franklin River Forest [Street, City],  
Illinois 60305 [Zip Code] ("Property Address");

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
Amended 5/91

Initials: *K.L. M.E.*  
VVP -6R(IL) (9502)

Page 1 of 6 VVP MORTGAGE FORMS - (800)521-7291



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Initial: *[Handwritten Signature]*

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for rational use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach to the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require to fund Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurability, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying items. Lender may not charge Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by the Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges, Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach to this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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