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Chicago Title Insurance Company

QUIT CLAIM DEED  
ILLINOIS STATUTORY

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Cook County Recorder 25.50

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Cook County Recorder 27.50



THE GRANTOR(S) 1820 Henderson, Inc., an Illinois Corporation of the City of Chicago, County of Cook, State of Illinois for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEY(S) and QUIT CLAIM(S) to Thomas G. Dobry, a bachelor (GRANTEE'S ADDRESS) 1820 West Henderson, Chicago, Illinois 60657

of the County of Cook, all interest in the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS IS NOT HOMESTEAD PROPERTY.

SUBJECT TO:

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): 14-19-420-024-0000

Address(es) of Real Estate: 1820 West Henderson, Chicago, Illinois 60657

Dated this 12 day of December 1997

1820 Henderson, Inc., an Illinois Corporation

By: Thomas G. Dobry

Exempt under § 14, Real Estate Transfer Tax Act

Dated: 12/12/97  
Signed: Attorney or Agent

STATEMENT BY GRANTOR AND GRANTEE

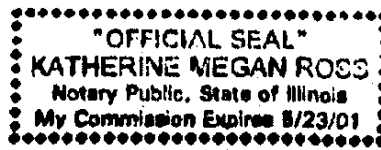
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate 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: October 15, 1998

Signature: Alison Carlson Liatty  
Grantor or Agent

Subscribed and sworn to before me by the said Agent this 15<sup>th</sup> day of October, 1998.

Notary Public Katherine Megan Ross



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 title to real estate under the laws of the State of Illinois.

Dated: October 15, 1998

Signature: Alison Carlson Liatty  
Grantee or Agent

Subscribed and sworn to before me by the said Agent this 15<sup>th</sup> day of October, 1998.

Notary Public Katherine Megan Ross



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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The funds shall be held in an institution on whose deposits are insured by a Federal agency, instrumentality, or entity (including Mortgagee, if Mortgagee is such an institution) or in any Federal Home Loan Bank. Mortgagee shall apply the Funds to pay the Escrow Items. Mortgagee may not charge Mortgagor for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Mortgagee pays Mortgagor interest on the funds and applicable law permits Mortgagee to make such a charge. However, Mortgagee may require Mortgagor to pay a one-time charge for an independent real estate tax reporting service used by Mortgagee in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Mortgagee shall not be required to pay Mortgagor any interest or earnings on the Funds. Mortgagor and Mortgagee may agree in writing, however, that interest shall be paid on the Funds. Mortgagee shall give to Mortgagor, without charge, and 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 this Security Instrument.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

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

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

AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described. The Mortgagee shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he/she will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the benefit of the Mortgagee, with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien charge upon the said premises.

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under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including reasonable attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid; (5) all sums paid by the Department of Veterans Affairs on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof hereby secured; and no extension of the time of payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand and seal of the Mortgagor, the day and year first written.  
\_\_\_\_\_  
[SEAL] \_\_\_\_\_ [SEAL]  
KEVIN M ARENDT  
\_\_\_\_\_  
[SEAL] \_\_\_\_\_ [SEAL]

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_  
I, the undersigned, a notary public, in and for the county and State aforesaid, Do Hereby  
Certify That KEVIN M ARENDT, UN MARRIED 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, including the release and waiver of the right of homestead.

This instrument was prepared by: \_\_\_\_\_  
GIVEN under my hand and Notarial Seal this 17th  
day of September 19 98  
Lisa Marie Protas  
Notary Public.





# CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 007760796 SK  
STREET ADDRESS: 16 VILLAGE COURT  
CITY: ELGIN COUNTY: COOK  
TAX NUMBER: 06-18-114-006-0000

### LEGAL DESCRIPTION:

#### PARCEL 1:

LOT 149, (EXCEPT THAT PORTION THEREOF DEDICATED TO THE CITY OF ELGIN, ILLINOIS PLAT OF CF DEDICATION OF PUBLIC STREET RECORDED NOVEMBER 15, 1976 AS DOCUMENT 23710266 IN THE RECORDS OF COOK COUNTY, ILLINOIS IN PARKWOOD VILLAGE UNIT 4, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND PART OF GOVERNMENT LOT 1 IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ELGIN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 1976 AS DOCUMENT 23696767 IN COOK COUNTY, ILLINOIS AND

#### PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PARKWOOD VILLAGE RECORDED OCTOBER 3, 1974 AS DOCUMENT 22866213 IN THE RECORDS OF COOK COUNTY, ILLINOIS AND BY SUPPLEMENT NO. ONE AND SUPPLEMENT NO. TWO TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PARKWOOD VILLAGE RECORDED OCTOBER 10, 1974 AS DOCUMENT 22873469 AND NOVEMBER 3, 1974 AS DOCUMENT 23696768, RESPECTIVELY, IN THE RECORDS OF COOK COUNTY, ILLINOIS AND AS AMENDED BY PLAT OF DEDICATION OF PUBLIC STREETS RECORDED NOVEMBER 15, 1976 AS DOCUMENT 23710266 IN THE RECORDS OF COOK COUNTY, ILLINOIS AND AS FURTHER AMENDED BY AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PARKWOOD VILLAGE RECORDED NOVEMBER 30, 1976 AS DOCUMENT 23731383 IN THE RECORDS OF COOK COUNTY, ILLINOIS.