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98934471

GEORGE E. COLE®
LEGAL FORMS

No. 970-REC
January 1997

TRUSTEE'S DEED (Illinois)

98934471

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DEPT-01 RECORDING \$27.00
T#0000 TRAN 0745 10/19/98 10:53:00
#6058 CG *-98-934471
COOK COUNTY RECORDER

Above Space for Recorder's Use Only

This AGREEMENT made this 11th day of September, 19 98, between First Midwest Trust Company, as Trustee under Trust Agreement, dated September 17, 1990 and known as Trust Number 12348, Grantor and The Dominick's Realty Trust 1997, Grantee.

WITNESSES The Grantor(s) in consideration of the sum of Ten and no/100---- dollars receipt whereof is hereby acknowledged, and in pursuance of the power and authority vested in the Grantor(s) as said Trustee(s) and of every other power and authority the Grantor(s) hereunto enabling, do(es) hereby convey a quitclaim unto the Grantee(s), in fee simple, the following

described real estate, situated in the County of Cook, State of Illinois, to Wit:
See attached legal description.

together with the tenements, hereditament and appurtenances thereunto belonging or in any wise appertaining.

Permanent Real Estate Index Number(s) 06-07-309-020 and 06-07-309-021

Address(es) of real estate Lot 9 and a portion of Lot 8 Vacant Land Parcel on Waverly Drive, Elgin, Illinois

IN WITNESS WHEREOF the grantor _____, as trustee _____, as aforesaid, hereunto set hand _____ and seal _____ the day and year first above written.

FIRST MIDWEST TRUST CO., N.A., Successor in Interest to McHenry State Bank, Trustee (SEAL)
as trustee as aforesaid

Robert J. Hoffmann
Robert J. Hoffmann (SEAL)

Thomas N. Hawkins
Thomas N. Hawkins (SEAL)

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

State of Illinois, County of McHenry ss. I, the undersigned, a Notary public in and for said county, in the State aforesaid,

DO HEREBY CERTIFY that First Midwest Trust Company, as Trustee under Trust

Agreement dated 9/17/90 and known as Trust personally known to me to be the same person No. 12348 whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

IMPRESSIONAL SEAL

SEAL

HERE

My Commission Expires July 30, 2000

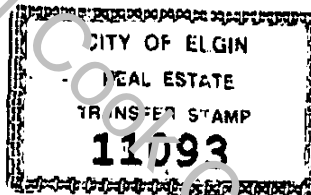
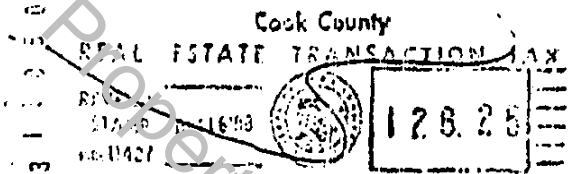
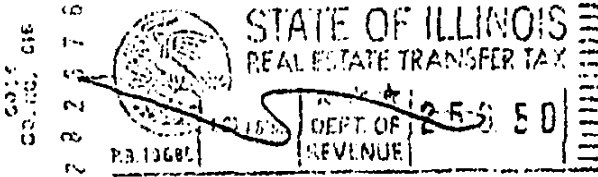
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TRUSTEE'S DEED

As Trustee
TO



98932471

Given under my hand and official seal, this 15th day of September 19 98
 Commission expires 6-30-2000 19
William S. Stinespring
 NOTARY PUBLIC

This instrument was prepared by Stinespring, Lambert & Associates, 77 W. Washington Street Suite 1801, Chicago, Illinois 60602
 (Name and Address)

MAIL TO: Arnold Weinberg, Esq.
Katz, Rendall & Kirby
333 W. Uacker St 1800
 (Address)
Chicago, IL 60606
 (City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:
The Dominick Realty Trust 1997
Ch. Dominick's First Foods Inc.
 (Name)
333 Northwest Avenue
 (Address)
Northlake, IL 60164
 (City, State and Zip)

OR RECORDER'S OFFICE BOX NO.

GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

STREET ADDRESS:

CITY: ELGIN

COUNTY: COOK

TAX NUMBER: 06-07-309-021-0000

LEGAL DESCRIPTION:

LOT 9 AND THAT PART OF LOT 8 LYING NORTH OF THE FOLLOWING DESCRIBED LINE. BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 8 A DISTANCE OF 160.37 FEET NORTH OF THE SOUTHWEST CORNER THEREOF (AS MEASURED ALONG SAID WEST LINE), AND TERMINATING AT A POINT IN THE EAST LINE OF SAID LOT 8. A DISTANCE OF 159.75 FEET NORTH OF THE SOUTHEAST CORNER THEREOF (AS MEASURED ALONG SAID EAST LINE) IN HIGHFIELD PLACE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF RECORDED MARCH 17, 1980, AS DOCUMENT NUMBER 25393343 AND AS AMENDED JANUARY 2, 1981 AS CONTAINED 25723114 IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Annatto Lindley being duly sworn on oath,
states that she resides at 9818 Fox Shores Drive, Algonquin
Illinois 60102. That the attached deed is not in violation
of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of
the following reasons:

(A) Said Act is not applicable as the grantors own no adjoining proper-
ty to the premises described in said deed.

-OR-

B. The conveyance falls in one of the following exemptions enumerated
in said Paragraph 1.

1. The division or subdivisions of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
2. The division of lots or blocks of less than 1 acre of any recorded subdivision which does not involve any new streets or easements of access.
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
4. The conveyance of parcels of land or interest therein for use as a right-of-way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access.
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
7. Conveyances made to correct descriptions in prior conveyances.
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access.
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

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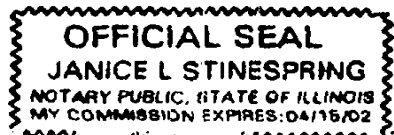
CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

Annatto Lindley

SUBSCRIBED and SWORN to before me
this 7th day of October, 1998.

Janice L. Stinespring
NOTARY PUBLIC



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 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. 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 Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to an 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 covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' 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 as 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 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, use, 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 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 Hazardous 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

Initials Jen DM

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 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 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 shall 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 attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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 applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

LEGAL DESCRIPTION

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

James E Moss _____ (Seal)
JAMES E MOSS -Borrower

Debra L Moss _____ (Seal)
DEBRA L MOSS -Borrower

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower

Initials *JEM DM*

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, COOK

Cook County ss:

I, Leslie E.S. Green

a Notary Public in and for said county and state, do

hereby certify that **JAMES E MOSS AND DEBRA L MOSS** personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as **their** free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this **5TH** day of **OCTOBER, 1998**

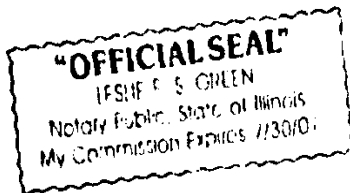
My Commission expires

7-30-2001

Leslie E.S. Green

Notary Public

This instrument was prepared by: JM/LTO
CITIBANK, F.S.B.
12855 NORTH OUTER FORTY DRIVE
ST. LOUIS, MISSOURI 63141-



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