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Chicago Title Insurance Company

**WARRANTY DEED
ILLINOIS STATUTORY
JOINT TENANTS**



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DEPT-01 RECORDING \$25.00
T#0000 TRAN 0745 10/19/98 11:22:00
#6168 CG *-98-934577
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

751999 New 10/19/98

THE GRANTOR(S) William W. Rybicki and Catherine M. Rybicki, Husband and Wife of the Town of Hometown, County of Cook, State of Illinois for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration to them in hand paid, CONVEY(S) and WARRANT(S) to Lorelei Bolek and Robert Bolek
GRANTEE'S ADDRESS: 5122 S. Millard Chicago, Illinois 60632

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of the county of Cook, not as tenants in common, but as joint tenants, 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

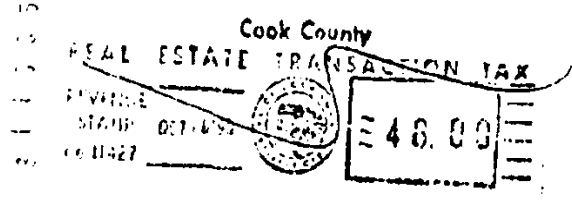
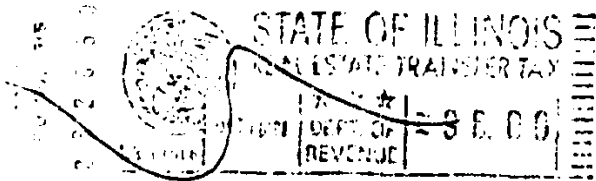
SUBJECT TO: All covenants, restrictions and conditions of record; and to general taxes for 1998 and subsequent years.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, TO HAVE AND TO HOLD said premises not as tenants in common, but as joint tenants forever.

Permanent Real Estate Index Number(s): 24-03-202-043-0000
Address(es) of Real Estate: 8972 S. Main Street, Hometown, Illinois 60456

DATED this 15th day of October, 1998.

William W. Rybicki
William W. Rybicki
Catherine M. Rybicki
Catherine M. Rybicki



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BOX 333-CTI

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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 William W. Rybicki and Catherine M. Rybicki, Husband and Wife

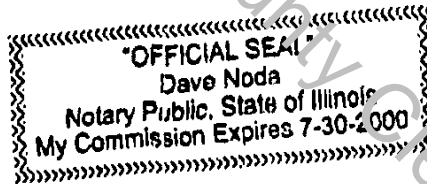
personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 15 day of Oct, 19 _____ (Notary Public)

Prepared By: Law Offices of Thomas M. Paris
55 W. Monroe, Suite 3950
Chicago, Illinois 60603-

Mail To:
Robert H. Bisailion
6322 S. Pulaski
Chicago, Illinois 60629

Name & Address of Taxpayer:
Lorelei Bolek
8972 S. Main Street
Hometown, Illinois 60456



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EXHIBIT "A"

Legal Description

LOT 361 IN J. E. MERRION AND CO.'S HOMETOWN UNIT NO. 1, A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 3, LYING SOUTHEASTERLY OF AND ADJOINING THE 66 FEET RIGHT OF WAY OF THE WABASH RAILROAD, IN TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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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 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 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 the 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 attorney's 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.

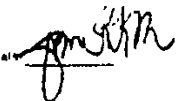
20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding 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 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.

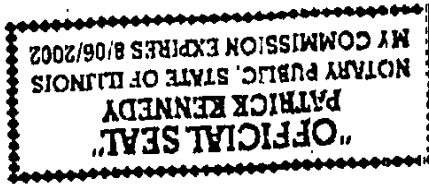
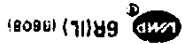
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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

DATE: 

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My Commission Expires:

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they executed the same for the purposes and purposes therein set forth.

JAMES D. MOY, MARRIED TO KEVYNN K. MOY**
STATE OF ILLINOIS, COOK
Notary Public in and for said county and state do hereby certify

(Seal) -Borrower KEVYNN K. MOY

(Seal) -Borrower

(Seal) -Borrower JAMES D. MOY/MARRIED TO KEVYNN K. MOY

Witnesses:

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

SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS

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

(Check applicable boxes)

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.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Borrower shall pay any recordation costs.

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

21. including, but not limited to, reasonable attorneys' fees and costs of title evidence. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 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 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 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 secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

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STREET ADDRESS: 7145 N. KEELER

CITY: LINCOLNWOOD

COUNTY: COOK

TAX NUMBER: 10-34-202-050-0000

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LEGAL DESCRIPTION:

PARCEL 1:

LOT 11 AND THE NORTH 18 FEET OF LOT 12 IN BLOCK 2 IN MOLLOHAN'S KENILWORTH AVENUE SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH OF AND ADJOINING SAID LOT 11 IN MOLLOHAN'S KENILWORTH AVENUE SUBDIVISION, AS VACATED BY ORDINANCE RECORDED JANUARY 16, 1991 AS DOCUMENT 91026259.

Property of Cook County Clerk's Office

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

981090589

THIS ADJUSTABLE RATE RIDER is made this 15TH day of OCTOBER 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to WESTWIND MORTGAGE BANCORP, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

7145 NORTH KEELER, LINCOLNWOOD, ILLINOIS 60645
Property Address

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.1250%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of NOVEMBER 1, 2001, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FIVE percentage point(s) (5.0000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

Handwritten signature or initials.

-BORROWER

(Seal)

-BORROWER

(Seal)

-BORROWER

(Seal)

-BORROWER

(Seal)

JAMES D. MOY

James D. Moy

Rate Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable

without further notice or demand on Borrower. sums prior to the expiration of this period. Lender may invoke any remedy permitted by this Security Instrument if Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of unless Lender releases Borrower in writing.

in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument acceptable to Lender and that obligates the transferee to sign an assumption agreement that is consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's the Security Instrument is acceptable to Lender.

security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in transfer as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this

full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any Uniform Covenant 17 of the Security Instrument is amended to read as follows:

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The notice given me and the title and telephone number of a person who will answer any question I may have regarding

monthly payment before the effective date of any change. The notice will include information required by law to be The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my (F) Notice of Changes

payment changes again.

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly

(E) Effective Date of Changes

or less than 6.1250%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 14.1250%.

(D) Limits on Interest Rate Changes

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

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