

R90-001-96
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2546/0020 21 001 Page 1 of 3
1998-10-26 10:55:25
Cook County Recorder 25.50



TRUSTEE'S DEED

THIS INDENTURE Made this 22nd day of September, 1998, between

**FIRST MIDWEST TRUST COMPANY,
NATIONAL ASSOCIATION**

Joliet, Illinois, as Trustee under the provision of a deed or deeds in trust, duly recorded and delivered to said Trust Company in pursuance of a trust agreement dated the 31st day of October 1995, and known as Trust

Number 6035, party of the first part and **THE PEOPLE OF THE STATE OF ILLINOIS, Department of Transportation, of 201 West Center Court, Schaumburg, Illinois 60196-1096,** party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of THREE THOUSAND and no/100, (\$3000.00) Dollars and other good and valuable considerations in hand paid, receipt of which is hereby acknowledged, grants and conveys all the then existing legal or equitable rights of the Grantor in the premises described herein, and shall extend to any after acquired title of the described premises, unto the State of Illinois, Department of Transportation, the following described real estate, situated in Cook County, Illinois, to-wit:

LEGAL DESCRIPTION ATTACHED

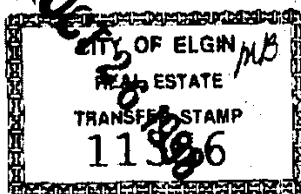
together with the tenement and appurtenances thereto belonging.

The Grantor, without limiting the fee simple interest above granted and conveyed does hereby release the Grantee or any agency thereof forever, from any and all claims of damages sustained by the Grantor, their heirs, executors or assigns by reason of the opening, improving and using the above described premises for highway purposes.

Subject to: Liens, encumbrances, easements, covenants, conditions and restrictions of record, if any; general real estate taxes for the year and subsequent; and

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Trust Officer, the day and year first above written.



FIRST MIDWEST TRUST COMPANY, National Association
as Trustee, as aforesaid,
By: [Signature]
Trust Officer
Attest: [Signature]
Trust Officer

STATE OF ILLINOIS,
COUNTY OF WILL

Ss:

I, the undersigned, a Notary Public in and for said County, in the State aforementioned DO HEREBY CERTIFY that Rosa Arias Angeles, Trust Officer of FIRST MIDWEST TRUST COMPANY, National Association, Joliet, Illinois and Judith M. Holmes, the Attesting Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and the Attesting Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Trust Company, for the uses and purposes therein set forth; and the said Attesting Trust Officer did also then and there acknowledge that he is custodian of the corporate seal of said Trust Company did affix the said corporate seal of said Trust Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Trust Company for the uses and purposes therein set forth.

GIVEN under my hand and seal this 22nd day of September, 1998.

OFFICIAL SEAL
LINDA G. RUPPEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/17/99

Notary Public.

THIS INSTRUMENT WAS PREPARED BY

First Midwest Trust Company, NA
121 N. Chicago Street
Joliet, IL 60432

PROPERTY ADDRESS

SW CORNER OF WOODVIEW CIR
1419, ELLIC, IL 60120

AFTER RECORDING
MAIL THIS INSTRUMENT TO

PERMANENT INDEX NUMBER

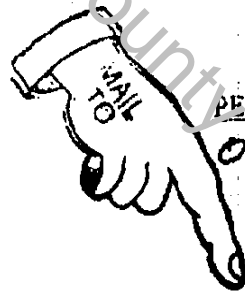
00-18-409-001

MAIL TAX BILL TO

MAIL TO, TAXES and GRANTEE:
ILLINOIS DEPARTMENT OF TRANSPORTATION
201 W. CENTER CT., SCHAUMBURG, IL 60196-1095
ATTN: S. DERKA

"Exempt under provisions of Paragraph B,
Section 4, Real Estate Transfer Tax Act."

10/14/98 DATE BUYER



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Index No./Nos. 06-18-09-001

Route : FAU 1321 (IL 19)
Section : IL 25 to Shales Parkway
County : Cook
Job No. : R-90-001-96
Parcel : 0011
Sta. 3+281 to Sta. 3+286
Owner : First Midwest Trust Co.
Trust No. 6035

PARCEL DESCRIPTION

That part of Lot A in Oakwood Hills Unit One Subdivision, according to the plat thereof recorded December 11, 1992, as Document No. 92935093, Cook County, Illinois, described as follows:

Beginning at the Northeast corner of said Lot A; thence Southerly, 35.020 meters [114.90 feet] on an assumed bearing of South 19 degrees 29 minutes 06 seconds West along the East line of said Lot A; thence North 70 degrees 30 minutes 54 seconds West, 5.000 meters [16.40 feet]; thence North, 19 degrees 17 minutes 32 seconds East, 35.000 meters [114.83 feet] to the North line of said Lot A, being a 3,784.595 meter [12,416.65 feet] radius curve, the center of circle of said curve bears North 19 degrees 17 minutes 32 seconds East; thence Easterly, 5.118 meters [16.79 feet] along said curve, central angle 0 degrees 04 minutes 39 seconds to the Point of Beginning.

Said parcel contains 0.0177 hectare [0.044 acre], more or less.

JUL 24 1996

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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 sets 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 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 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 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 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 reinstatement 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

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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:

THIS IS A TRUE & CORRECT COPY OF THE ORIGINAL

Curtis B Bonds

CURTIS B. BONDS (Seal)
- Borrower
Social Security Number 410-50-7349

Betty J Bonds

BETTYE J BONDS (Seal)
- Borrower
Social Security Number 414-62-4545
Hereby waiving a Homestead Rights

(Seal)
- Borrower
Social Security Number _____

(Seal)
- Borrower
Social Security Number _____

(Seal)
- Borrower
Social Security Number _____

(Seal)
- Borrower
Social Security Number _____

STATE OF ILLINOIS, COOK County is:

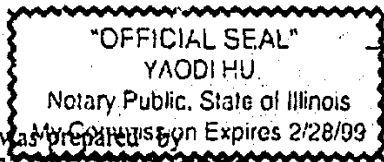
Yaodi Hu

I, *Yaodi Hu*, a Notary Public in and for said country and state, do hereby certify that CURTIS B. BONDS, *A married man*, 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 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 *July* 19*98*

My Commission expires:



Notary Public

This instrument was prepared by
QUALITY FINANCING CORP.

(Name)
4104 SOUTH ARCHER AVENUE, CHICAGO, ILLINOIS 60632
(Address)

cb

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