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1999-03-26 10:36:47  
Cook County Recorder 27.50

WARRANTY DEED

ILLINOIS STATUTORY

(Limited Liability Company to Individual)

MAIL TO:

Atty. John C. Haas  
115 S. Emerson St.

Mount Prospect, IL 60056

NAME & ADDRESS OF TAXPAYER:

Betty H. Eggert

5360 N. Lowell Av., Unit 204  
Chicago, IL 60630

RECORDER'S STAMP

THE GRANTOR, RIVER'S EDGE, L.L.C., a limited liability company created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of the sum of ten and 00/100 dollars, in hand paid, and pursuant to authority given by the Members of said company, CONVEYS and WARRANTS to:

H. Eggert Declaration of Trust Dated January 12, 1998  
BETTY H. EGGERT, as Trustee under the Betty  
5617 N. Kenton Avenue, Chicago, IL 60646

(NAME AND ADDRESS OF GRANTEE)

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

UNIT 5-204 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN RIVER'S EDGE CONDOMINIUM NUMBER 1 AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 95803644 AND AS AMENDED FROM TIME TO TIME, IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM; AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING LAND DESCRIBED THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

GRANTOR ALSO HEREBY GRANTS AND ASSIGNS TO GRANTEE, THEIR SUCCESSORS AND ASSIGNS, PARKING SPACE NUMBER P5-30 AND STORAGE SPACE NUMBER S5-30, AS A LIMITED COMMON ELEMENT AS SET FORTH AND PROVIDED IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM.

Permanent Real Estate Index Number(s): 13-10-200-016-0000

Address of Real Estate: 5360 N. Lowell Avenue, Chicago, IL 60630

Unit A

SAS-A DIVISION OF INTERCOUNTY

55560107

In Witness Whereof, said Grantor has caused its name to be signed to these presents this 15th day of March, 1999.

RIVER'S EDGE, L.L.C.

By: Norwood Builders, Inc., its Manager

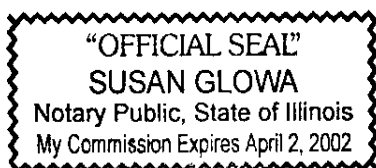
By: [Signature]  
President

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Bruce J. Adreani personally known to me to be the President of Norwood Builders, Inc., the Manager of River's Edge, L.L.C., and 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 as such President, he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation on behalf of River's Edge, L.L.C., for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of March, 1999.

[Signature]  
Notary Public



CITY OF CHICAGO  
TRANSFER STAMP

This instrument was prepared by James R. Duerr, 7458 N. Harlem Avenue, Chicago, IL 60631.

This conveyance must contain the name and address of the Grantee for tax billing purposes (55 ILCS 5/3-5020) and name and address of the person preparing the instrument: (55 ILCS 5/3-5022).

**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.

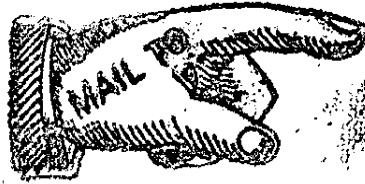
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, 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 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.

MAIL TO: FIDELITY FEDERAL SAVINGS BANK  
5455 W. BELMONT AVE.  
CHICAGO, IL 60641  
ATTN: LOAN CLOSING



0120081547

"OFFICIAL SEAL"  
EARTHA L. MISTER  
Notary Public, State of Illinois  
My Commission Expires 5/7/02

My Commission Expires:

I, Nam Ngoc Nguyen a man, never married Ngoc Anh Thi Nguyen a woman, never married  
, 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  
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 29th day of October 1998

STATE OF ILLINOIS,

County ss:

\_\_\_\_\_  
(Seal) Borrower

\_\_\_\_\_  
(Seal) Borrower  
Ngoc Anh Thi Nguyen

\_\_\_\_\_  
(Seal) Borrower  
Nam Ngoc Nguyen

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:

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

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.

RIDER

To have and to hold the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth:

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obligated to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obligated to inquire into the necessity or expediency of any act of said trustee, or be obligated or privileged to inquire into any of the terms of said trust agreement, and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

UNOFFICIAL COPY

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Property of Cook County Clerk's Office

**CITY TAX**

**CITY OF CHICAGO**



MAR. 25. 99

REAL ESTATE TRANSACTION TAX  
DEPARTMENT OF REVENUE

# 0000000391

REAL ESTATE  
TRANSFER TAX

0176250

FP326709

**COUNTY TAX**

**COOK COUNTY**  
REAL ESTATE TRANSACTION TAX



MAR. 25. 99

REVENUE STAMP

# 000000799

REAL ESTATE  
TRANSFER TAX

0017250

FP326679

**STATE TAX**

**STATE OF ILLINOIS**



MAR. 25. 99

COOK COUNTY

# 000000798

REAL ESTATE  
TRANSFER TAX

0023500

FP326700