

That part of Lot Two in Edward Busse's Division (hereinafter described) described as follows: Commencing at the point of intersection of the East line of the West 434.20 feet (measured along a line parallel with the North line) of Lot 2 with the Northeastly line of Algonquin Road as per Document Number 2729893; thence North 0 degrees 00 minutes 51 seconds East 505.63 feet to a point 939.52 feet South of the North line of Lot 2, being also the point of beginning of the herein described property; thence continuing North 0 degrees 00 minutes 51 seconds East 109.75 feet along said East line; thence North 89 degrees 59 minutes 09 seconds West 55.79 feet; thence South 0 degrees 00 minutes 51 seconds West 79.75 feet along a line parallel with the East line of the West 434.20 feet of said Lot 2; thence South 89 degrees 59 minutes 09 seconds East 5.67 feet; thence South 0 degrees 00 minutes 51 seconds West 30.00 feet to the point of intersection with a line drawn perpendicularly to the aforesaid East line of the West 434.20 feet through the place of beginning thence South 89 degrees 59 minutes 09 seconds East 50.12 feet along said perpendicular line to the place of beginning.

In Edward Busse's Division of part of the South East Quarter (1/4) of Section 15, and the Northeast Quarter (1/4) of Section 22, Township 41 North, Range 11, East of the Third Principal Meridian, as per Plat recorded in the Recorder's Office of Cook County, Illinois, December, 17, 1919, as Document Number 6696216.

3505302

This Indenture, Made this 1st day of March A.D. 19 86

between LA SALLE NATIONAL BANK, a national banking association, Chicago, Illinois, as Trustee under the provisions of a Deed or Deeds in Trust, duly recorded and delivered to said Bank in pursuance of a trust agreement dated the 30th day of January, 19 74, and known as Trust Number 47154, party of the first part, and Karl E. Thomas, married to Judith R. Thomas, parties of the second part. (Address of Grantees) 7519 West Irving Park Rd., Chicago, IL 60634

WITNESSETH, that said party of the first part, in consideration of the sum of Ten Dollars (\$ 10.00),

and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, ~~not~~ the following described real estate, situated in Cook County, Illinois, to wit:

COOK CO. NO. 016 2 1 5 9 5 7

See legal description attached hereto as Exhibit A

Cook County REAL ESTATE TRANSACTION TAX REVENUE STAMP MAR31'86 83.50 11427

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT. OF REVENUE 83.50

together with the tenements and appurtenances thereunto belonging.

Permanent Real Estate Index No. 08-15-400-062-C000

TO HAVE AND TO HOLD the same unto said parties of the second part ~~XXXXXX~~ and to the proper use, benefit and behoof of said parties of the second part forever.

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 affecting said real estate or any part thereof 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 Assistant Vice President and attested by its Assistant Secretary, the day and year first above written.

ATTEST:

Assistant Secretary

LaSalle National Bank

as Trustee as aforesaid, by Assistant Vice President

This instrument was prepared by: Albert L. Finston, 20 N. Wacker Dr., Suite 4100, Chicago, IL 60606 La Salle National Bank Real Estate Trust Department 135 S. La Salle Street Chicago, Illinois 60690

3505302

UNOFFICIAL COPY

STATE OF ILLINOIS }
COUNTY OF COOK } ss:

I, MAURICE A. CLARK a Notary Public in and for said County,
in the State aforesaid, DO HEREBY CERTIFY that

WILLIAM J. BROWN
Assistant Vice President of LA SALLE NATIONAL BANK, and MARIE A. BROWN
Assistant Secretary thereof, personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary
respectively, appeared before me this day in person and acknowledged that they signed and delivered
said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for
the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge
that he as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said
instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the
uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of MARCH A. D. 19 86.

Maurice A. Clark
NOTARY PUBLIC

My Comm. Expires _____

Property of Cook County Clerk's Office

350530?
APR 2 1 31 PM '86
REGISTRAR OF TITLES

350530?
MARRIED THOMAS

CHICAGO TITLE
70-38946

8
1071766

Box No.....

TRUSTEE'S DEED

REGISTERED

ADDRESS OF PROPERTY

LaSalle National Bank

TRUSTEE
TO

LaSalle National Bank

135 South La Salle Street
CHICAGO, ILLINOIS 60690

UNOFFICIAL COPY

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. 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.

12. 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable, according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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 had no acceleration 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 paragraphs 13 or 17.

3504962

UNOFFICIAL COPY

1347166
MR DEPUTY

2504962

APR 1 2 39 PM '86

REGISTRY OF TITLES
Subscribed by
Driver duration Trust
Deed to 3504962
Address
Johned
La Fais

INTERCOUNTY
INS. CO S 10884
BOX 97

(Space Below This Line Reserved For Lender and Recorder)

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that, THOMAS LA PORTE AND DIANE M. LA PORTE, HIS WIFE, ARE 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 31ST day of MARCH, 19 86.
My Commission expires: 12/1/86
Notary Public

STATE OF ILLINOIS, County ss: Cook

DIANE M. LA PORTE (Seal) Borrower
THOMAS LA PORTE (Seal) Borrower

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.

- Adjustable Rate Rider
Graduated Payment Rider
Planned Unit Development Rider
2-4 Family Rider
Others [Specify]

23. Rider 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)]

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

21. 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.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

19. 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 paragraphs 13 and 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 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.