

WARRANTY DEED
Statutory Illinois
Individual to Individual

UNOFFICIAL COPY

8700470 line

3610981

THE GRANTORS:

MARK S. SEGHI and DONNA M. SEGHI, his wife, of the Village of Schaumburg, County of Cook, State of Illinois;

For and in consideration of TEN and 00/100 (\$10.00) DOLLARS and other valuable consideration in hand paid;

CONVEY and WARRANT UNTO:

EDWARD CHERNIN and RITA CHERNIN, his wife, of 2026B Barkshire Circle, Carpentersville, Illinois 60110; as *JOINT TENANTS*.

THE FOLLOWING DESCRIBED REAL ESTATE situated in the Village of Schaumburg, County of Cook, and State of Illinois, to wit:

Lot 1801 in Strathmore, Schaumburg Unit Number 207, being a Subdivision of part of the Northeast 1/4 of Section 18 and part of the Northwest 1/4 of Section 17, Township 41 North, Range 10 East of the Third Principal Meridian according to plat of subdivision filed with the Registrar of Titles of Cook County, Illinois on February 2, 1978 as Document 2927422 and according to the plat thereof recorded September 3, 1977 as Document 24096793 in Cook County, Illinois,

Commonly referred to as: 2209 Briar Hill Drive, Schaumburg, Illinois 60194

Heroby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois,

To have and to hold not in Tenancy in Common, but in joint tenancy forever.
Permanent Real Estate Index Number(s): 07-18-204-028 and Wildcat ABO
07-18-204-029 Etc - BCOG

DATED this 24th day of April, 1987

Mark S. Seghi
MARK S. SEGHI

Donna M. Seghi
DONNA M. SEGHI

State of Illinois,)
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois DO HEREBY CERTIFY that MARK S. SEGHI and DONNA M. SEGHI personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered this 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.

Dated this 24th day of April, 1987.

[Signature], NOTARY PUBLIC My Commission Expires 4/15/88

This instrument was prepared by:
TRAVIS, TUCKER, PAVESICH & ASSOCIATES, LTD.,
1217 S. Roselle Road, Schaumburg, Ill. 60193

MAIL TO: SEND SUBSEQUENT TAX BILLS TO:
MARK HAPPENSON MR. & MRS. EDUARD CHERNIN
1217 S. Roselle Road 2209 Briar Hill Road
Schaumburg, IL 60193 Schaumburg, IL 60194

Delaney + Associates
800 E. New Hwy.
Palatine, IL 60067

LEGAL NOTICE TO GRANTEES PROPERTY OF CITY OF CHICAGO

4/27/87

3610981

UNOFFICIAL COPY

1400241

EXPLORER

3610984

3610984

3610984

Handwritten signatures and initials

Address to

Searches

LAWYERS TITLE

INSURANCE CORPORATION

29 SOUTH LA SALLE STREET

CHICAGO, ILLINOIS 60604

BOX 334

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 3 1 0 6 6 8

MORTGAGE RIDER

This Rider, dated the 23rd day of April, 1987, amends the Mortgage of even date herewith by and between Robert C. Williams and Quessie M. Williams, husband and wife, the Mortgagor, and Donald Webber Mortgage Company, Inc., the Mortgagee, as follows:

The Mortgagee shall, with the prior approval of the FEDERAL HOUSING COMMISSIONER, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF, Robert C. Williams and Quessie M. Williams, husband and wife has set their hands and seal the day and year aforesaid.

Robert C. Williams
Robert C. Williams
Quessie M. Williams
Quessie M. Williams

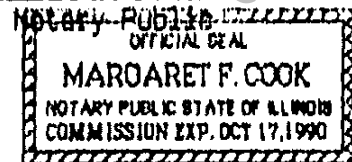
STATE OF Illinois)
COUNTY OF Cook)SS:

Before me, the undersigned, a Notary Public for DuPage County, State of Illinois, personally appeared Robert C. Williams and Quessie M. Williams, his wife and acknowledged the execution of the foregoing instrument this 23rd day of April, 1987.

Margaret F. Cook

My Commission Expires: October 17, 1990

County of Residence: DuPage



3610668

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ILLINOIS - FHA

MORTGAGE RIDER

This Rider, dated the 23rd day of April, 19 87, amends the MORTGAGE of even date by and between Robert C. Williams and Quessie M. Williams, the MORTGAGOR, ~~and~~ Husband and Wife, the MORTGAGOR, and DONALD WEBBER MORTGAGE COMPANY, INC., the MORTGAGEE, as follows: ALL PARAGRAPHS ARE ON PAGE 2:

1. Subsection (a) of Paragraph 2 is deleted.
2. Subsection (c)(1) of Paragraph 2 is deleted.
3. In the third sentence of Paragraph 3, the words "all payments made under the provisions of (a) of paragraph 2 hereof which the MORTGAGEE has not become obligated to pay to the Secretary of Housing and Urban Development and" are deleted.
4. The fourth sentence of Paragraph 3 is amended by insertion of a period after ". . ." then remaining unpaid under said NOTE and deletion of the remainder of the sentence.
5. Paragraph 7 is amended by the addition of the following:

"This option may not be exercised when the ineligibility for insurance under the National Housing Act is due to the MORTGAGEE's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development."

Robert C. Williams and Quessie M. Williams, Husband and Wife has set his hand and seal the day and year first aforesaid.

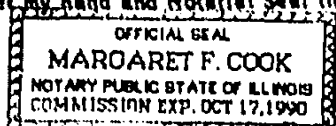
Robert C. Williams (SEAL)
Robert C. Williams
Quessie M. Williams (SEAL)
Quessie M. Williams

STATE OF ILLINOIS

COUNTY OF Cook

I, the undersigned Robert C. Williams, a notary public, in and for the county and State aforesaid, Do Hereby Certify That Robert C. Williams and Quessie M. Williams, his wife, personally known to me to be the same person whose name s ARE Robert C. Williams 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 Notarial Seal this 23rd day April, A. D. 19 87



Margaret F. Cook
Notary Public

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois, on the _____ day of _____ A.D. 19 _____

at _____ o'clock _____ m., and duly recorded in Book _____ of _____ Page _____

3610668

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 5 1 0 6 6 8

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagor, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 60 days' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility, the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

In the event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And in the event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness,

costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And in case of foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And there shall be included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

It is expressly agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

3610668

UNOFFICIAL COPY

3/15/87

3610668

APR 23 1987 3:29
MARTIN LUTHER KING, JR. LIBRARY
MEMPHIS, TENNESSEE

Sub: 610668
Address:
Promised:
Delivered:
Address:
Delivered:
Deed to:
Address:
Notified:

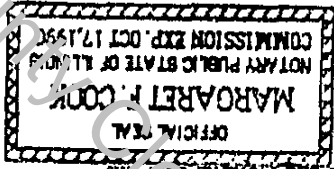
Safe

SAFE TITLE INSURANCE CO.
1000 W. BROAD ST.
MEMPHIS, TENN. 38102

AT 5374

Property of Cook County

Doc. No. _____
Filed for Record in the Recorder's Office of _____
County, Illinois, on the _____ day of _____ A.D. 19 _____
at _____ o'clock _____ m., and duly recorded in Book _____ of _____ page _____



Margaret F. Cook
Notary Public

Given under my hand and Notarial Seal this _____ day of _____ A.D. 1987

I, the undersigned _____ Robert C. Williams
and _____ Questie M. Williams
person whose name is NOT 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.

State of Illinois
County of Cook
)
) ss:
)

Robert C. Williams (SEAL)
Questie M. Williams (SEAL)

Witness the hand and seal of the Mortgagor, the day and year first written.