

UNOFFICIAL COPY

QUIT CLAIM DEED
Statutory (ILLINOIS)
(Individual to Individual)

3617153

EXECUTED IN TRIPPLICATE

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THE GRANTOR, TERRY L. PETERS, divorced and not since remarried

3617153

of the Village of Lansing County of Cook
State of Illinois for the consideration of
TEN AND 00/100THS (\$10.00) DOLLARS,
in hand paid,

CONVEY and QUIT CLAIM to CHRISTIAN J. PETERS, divorced and not since remarried of 17745 Bernadine, Lansing, Illinois,

(The Above Space For Recorder's Use Only)

(NAME AND ADDRESS OF GRANTEE)

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

Lot Forty (40) and the North Half (1/2) of the vacated alley lying South of and adjoining Lot Forty (40) in Virginia Park, being a Subdivision of the South 11.472 acres in the East Half (1/2) of the South West Quarter (1) of Section 29, and that part of the East Half (1/2) of the East Half (1/2) of the North West Quarter (1) of Section 32, lying North of the South 34.4008 acres thereof, all in Township 36 North, Range 15, East of the Third Principal Meridian, in the Village of Lansing, Cook County, Illinois.

P.I. NO. 30-29-324-011

Commonly known as: 17745 Bernadine, Lansing, Illinois 60438

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

DATED this 12 day of May 1987

PLEASE PRINT OR TYPE NAME(S) BELOW
SIGNATURE(S)
(SEAL) Terry L. Peters (SEAL)
TERRY L. PETERS
(SEAL) (SEAL)

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 TERRY L. PETERS, divorced and not since remarried,

IMPRESS SEAL HERE 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 she signed, sealed and delivered the said instrument as her 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 12 day of May 1987.

Commission expires Nov. 16 1987 Helen S. Krutkowski
NOTARY PUBLIC

This instrument was prepared by Atty. Dale A. Anderson, 18225 Burnham Ave., Lansing, IL.
(NAME AND ADDRESS)

MAIL TO: { ATTY.'S #00244
DALE A. ANDERSON
ATTORNEY AT LAW
18225 Burnham Ave.
Lansing, IL 60438
(312) 896-6663 }

ADDRESS OF PROPERTY:
17745 Bernadine
Lansing, Illinois 60438
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO:
Christian J. Peters
17745 Bernadine, Lansing, IL 60438
(Address)

OR RECORDER'S OFFICE BOX NO. _____

EXEMPT UNDER REAL ESTATE TRANSFER ACT
SEC. 4 PARA. E, AND COOK COUNTY
ORD. 1518A, PARA. E
5/12/87 [Signature]
SALE
BUYER, SELLER OR REPRESENTATIVE

AFFIX "RIDERS" OR REVENUE STAMPS HERE

3617153

UNOFFICIAL COPY

Quit Claim Deed
INDIVIDUAL TO INDIVIDUAL

TO

GEORGE E. COLE
LEGAL FORMS

2
15617153
3617153

IN DUPLICATE

3617153

3617153

Age of Grantee

Address

Husband

Wife

Substitution

Address

Deliver

Remainder

Sig. Code

MAY 20 11 41 AM
HARRY JOHNSON
REGISTER

Property of Cook County Clerk's Office

ATTY.'S #00244
DALE A. ANDERSON
ATTORNEY AT LAW
18225 Burnham Ave.
Lansing, IL 60438
(312) 895-6663

1841
REI 220709

#3017365

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Return after recording to

CONTINENTAL ILLINOIS NATIONAL BANK
231 SOUTH LASALLE
CHICAGO, IL 60697

DELL RICE
CINB - 231 SOUTH LASALLE
CHICAGO, IL 60697

6731

or Recordors' Box:

A. Leatherberry

3616731

MORTGAGE

THIS MORTGAGE is made this 27th day of APRIL 1984, between HARRIS TRUST AND SAVINGS BANK, A CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT AND CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS LENDER, individually and jointly, and the undersigned mortgagor, GGG Co, a corporation, as mortgagor. As used in this document the words "you" and "your" refer to the persons signing this instrument and the word "Lender" refers to Continental Illinois National Bank and Trust Company of Chicago and its successors and assigns.

Indebtedness Being Secured. You are signing this Mortgage to secure to Lender (i) repayment of amounts outstanding under a certain variable rate Equity Line Agreement (the "Agreement") dated the same date as this Mortgage in the amount of \$ 25,000.00 ("Credit Limit") or so much thereof as may be outstanding from time to time under the Agreement plus accrued interest (Finance Charges), fees, charges and other amounts that may be owing under the Agreement providing for monthly payments of interest (Finance Charges) and providing for all sums owing to Lender hereunder and under the Agreement if not paid earlier either voluntarily or required to be paid on APRIL 25, 19 84 ("Maturity Date") and all renewals, extensions or modifications of the Agreement; (ii) any amounts advanced to protect the security of this Mortgage; (iii) the performance of the parties signing the Agreement; and (iv) your performance of covenants and agreements contained in the Mortgage. The Agreement sets forth terms under which the rate (Annual Percentage Rate) at which the Finance Charge is computed may change over the term of the Agreement. The Annual Percentage Rate may increase or decrease each day depending upon the daily balance in the Account. The Annual Percentage Rate may also vary each month if the Prime Rate or reference rate used to determine the Annual Percentage Rate changes. The Prime Rate shall mean the highest (unless Lender's Prime Rate or reference rate is the highest rate quoted in which case the next highest Prime Rate shall be applicable) of the Prime Rates as reported in the Key Money Section of the Wall Street Journal on the first business day of the month before the Billing Period in which it is reported. The effect of an increase in the Annual Percentage Rate, whether daily or monthly will be an increase in the scheduled minimum monthly payment of the Finance Charge.

Security. You hereby mortgage and convey to Lender the following described real estate located in the County of Cook, State of Illinois subject only to prior encumbrances, restrictions of record and to the lien of this Mortgage: (insert legal description)

Lot 12 in West Meadows, being a Subdivision of part of Section 17, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, according to Plat registered as Document Number 1089313.

The property has an address of 413 Curnock Road - Inverness, IL 60067

GGG Co PI #02-27-203-015 Volume 149 and together with all

interest described below relating to this real estate (or the leasehold estate if this Mortgage is on a leasehold) is referred to in this Mortgage as the "Property". You also mortgage to Lender the following interest relating to the Property described above: (i) all buildings and other structures and improvements of whatever kind located on the Property; (ii) all rights that you have in any alley, or road next to or adjoining the real estate; (iii) all rights that you have in any minerals, oil and gas rights and profits, water, water rights and water stock which are in or a part of the Property; (iv) all rents, issues, royalties or profits from the Property including condemnation proceeds and proceeds of insurance relating to the Property; (v) all fixtures now existing or hereafter acquired on the Property, including, but not limited to, replacements and substitutions for such fixtures.

Representations and Warranties. You represent and warrant to Lender, its successors and assigns, that (i) it may hold the Property free from all claims except for those shown as "Exceptions" in the title insurance policy relating to the Property; (ii) you own the Property free of any outstanding charges other than shown as "Exceptions" in the title insurance policy; (iii) you have the right to mortgage Property to Lender.

You agree to defend your Property against the claims of persons that do not have rights in the Property mortgaged to Lender, and that you will indemnify and hold Lender harmless from any loss or claims arising from a breach of the above representations and warranties. You agree not to take or permit any action to subdivide or partition the Property or to change the condition of title.

Promises and Agreements. You agree with Lender as follows:

1. Payment of Principal and Interest. You shall promptly pay or cause to be paid, as and when required by the Agreement, the principal and interest due under the Agreement together with all other charges imposed under the Agreement. Lender, at Lender's option, upon notice to you, may make such application, either to restoration or repair of the Property or to the sums secured by this Mortgage. You hereby direct any insurance companies to pay directly to Lender, as its interest may appear, any proceeds in the event of any loss or damage.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and this Mortgage shall be applied by Lender first to payments required from you to Lender under the Mortgage, then to any sums advanced by Lender to protect the security of this Mortgage, then to interest payable on the Agreement, then to other charges payable under the Agreement and the principal payable under the Agreement.

3. Prior Encumbrances; Liens. You shall perform all of your obligations under any mortgage, deed of trust or other security agreement (collectively "Prior Encumbrances") with a lien which has priority over this Mortgage, including your covenant to make payments when due. Any act of omission of yours which, with the giving of notice or the passage of time, would constitute a default or event of default under any Prior Encumbrance, or under any order or lease to which this Mortgage is subordinate, shall be a default under this Mortgage. You shall promptly deliver to Lender all notices you receive of any defaults or events of default under any Prior Encumbrance or order or lease.

You shall keep the Property free from mechanics' or other liens not expressly subordinated to a lien hereof.

4. Taxes and Assessments; Rents. You shall pay or cause to be paid when due all general and special taxes and assessments and water, sewer and other charges, fines and impositions attributable to the Property which may attach prior to this Mortgage, and leasehold payments of ground rents, if any, and all other sums due under any said ground lease. You shall provide evidence satisfactory to Lender of said payments promptly after the respective due dates thereof. You shall pay in full, under protest in the manner provided by Statute, any tax or assessment you desire to contest.

5. Hazard Insurance. You shall keep all buildings and improvements on the Property in its existing or hereafter situated on the Property insured against loss by fire, hazards included within an "extended coverage" policy which includes such risks as Lender may require (including but not limited to insurance against food damage) in amounts sufficient to pay the cost of replacing the Property in full or to pay in full the indebtedness secured hereby, together with the amount of indebtedness secured by any Prior Encumbrances.

The insurance carrier providing said insurance shall be selected by you, subject to Lender's approval, which shall not be unreasonably withheld. All policies and renewals thereof shall be in form acceptable to Lender, shall include a standard mortgagee clause with loss payable to and in form otherwise acceptable to Lender, and further shall provide for thirty (30) days written notice to Lender prior to cancellation or material change in coverage. Subject to the terms of any Prior Encumbrance, Lender shall have the right to hold the policies and renewals thereof, which policies and renewals (stamped "paid") shall be delivered to Lender no later than ten (10) banking days before expiration of any of said policies. You shall give prompt notice of any loss or damage to the insurance carrier(s) and to Lender. Lender may make proof of loss if not made promptly by you.

If the Property is abandoned by you, or if you fail to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's sole option and discretion, either to restoration or repair of the Property or to the sums secured by this Mortgage. You hereby direct any insurance companies to pay directly to Lender, as its interest may appear, any proceeds in the event of any loss or damage.

6. Use, Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. You shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. You shall comply with all requirements of law or municipal ordinances with respect to the use, operation, and maintenance of the Property, and shall make no material alterations in said Property except as required by law or municipal ordinance, or otherwise without the prior written consent of Lender. If this Mortgage is on a unit in a condominium or a planned unit development, you shall perform all of your obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If this Mortgage is on a leasehold, you shall perform or cause to be performed all obligations of lessee under said lease.

7. Protection of Lender's Security. If you fail to perform any of the covenants and agreements contained in this Mortgage, or if any action or proceeding is threatened or commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to you, may make such application, either to restoration or repair of the Property or to the sums secured by this Mortgage. You hereby direct any insurance companies to pay directly to Lender, as its interest may appear, any proceeds in the event of any loss or damage.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon at the rate then applicable under the Agreement and the Agreement, shall become additional indebtedness secured by this Mortgage. Unless you and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to you requesting payment thereof. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder, and inaction by Lender shall never be considered a waiver of any right accruing to Lender on account of any provision in this Paragraph 7.

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

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give you notice prior to any such inspections.

9. Condemnation. Subject to the terms of any Prior Encumbrance, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance or forfeiture of the Property, shall be assigned and shall be paid to Lender. Lender is authorized to collect the proceeds and, at Lender's sole option and discretion, to apply said proceeds either to restoration or repair of the Property or to the sums secured by this Mortgage.

10. Continuation of our Obligation; Forbearance by Lender Not a Waiver; Remedies Cumulative. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to you or any of your successors in interest shall not operate to release, in any manner, your liability. Lender shall not be deemed to commence proceedings against such successors or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage in response to any demand made by you or your successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or constitute an agreement to waive any right or remedy hereunder, or to alter the security of this Mortgage, as provided in Paragraph 7 hereof, including but not limited to the procurement of insurance, the payment of taxes or other liens, rents or charges, or the making of repairs, or the waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage. All remedies provided in this Mortgage are distinct and cumulative, and you waive any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. Subject to the provisions of Paragraph 16 hereof, the covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and you. All covenants and agreements of yours shall be joint and several. Each of you who co-signs this Mortgage, but does not execute the Agreement (a) is signing this Mortgage only to mortgage and warrant that your interest in the Property to Lender under the terms of this Mortgage and to release homestead rights; (b) is not personally liable on the Agreement or under this Mortgage; and (c) is not bound by the Agreement and any other Mortgage hereunder. You agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage without your consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property.

12. Notices. Except for any notice required under applicable law to be given in another manner, any notices required or given under this Mortgage shall be served by hand delivery or by certified mail, return receipt requested. Notices shall be served upon you at the Property Address and upon Lender at Lender's address stated herein. Notices shall be deemed to have been served and effective on the date of delivery, if hand-delivered, or 3 days after the date of mailing shown on the certified receipt, if mailed. Any party hereto may change the address to which notices are sent by notice as provided herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

NOTE IDENTIFIED

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Extension provisions... hereby expressly made a part hereof.

14. Your Copy. You shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. You shall fulfill all of your obligations under any home rehabilitation, improvement, repair, or other loan agreement which you enter into with Lender.

16. Transfer of the Property or of a Beneficial Interest in Mortgage. It shall be an immediate default hereunder if, without the prior written consent of Lender, which consent shall be granted or withheld at Lender's sole discretion, you shall create, effect or consent to or shall suffer or permit any conveyance, sale (including installment sale), assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation (collectively "Transfer") of the Property or any part thereof or interest therein (or if all or a portion of the beneficial interest of Mortgage is transferred, where Mortgage is not a natural person).

17. Remedies; Entire Agreement Due. In the event of a default under the Agreement or your default under the Mortgage, Lender may, at its option upon expiration of any relevant cure period, declare the entire amount secured by this Mortgage immediately due and payable without further demand and may commence judicial proceedings to foreclose this Mortgage.

18. Revolving Loan. This Mortgage secures all Loans made and indebtedness outstanding under the Agreement from time to time (whether such Loans or indebtedness represent obligatory or discretionary advances) within 20 years from the date of this Mortgage.

19. Conversion to Installment Loan. Lender has the right under the Agreement to cancel the right to future advances and to require accelerated repayment of all amounts outstanding under the Agreement plus entire accrued Finance Charges and other charges (entire amount outstanding) if (i) Lender determines that you do not meet the then existing credit standards for Equity Line customers, or (ii) if a law, regulation or interpretation becomes effective subsequent to this Agreement that in Lender's opinion unfavorably affects its ability to administer the Agreement in the manner originally contemplated.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, you hereby assign to Lender the rents of the Property, provided that you shall, prior to acceleration under Paragraphs 16 and 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

21. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage upon your payment of all costs and fees to release same, if any. You shall also pay all costs of recordation, if any.

22. Homestead Waiver. By signing below, you waive all rights of Homestead exemption in the Property.

23. Authority to Sign, if Corporation. The execution of this Mortgage has been duly authorized by our Board of Directors.

24. Riders. The Condominium Rider, attached hereto, if any, is incorporated herein and made a part hereof.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER PRIOR ENCUMBRANCES

You and Lender request the holder of any Prior Encumbrance or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

HARRIS TRUST AND SAVINGS BANK, A CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 15, 1977, KNOWN AS TRUST NUMBER 37728.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

By: Jill Wachtor Attest: [Signature] VICE PRESIDENT Assistant Secretary

JILL WACHTOR, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify, that

HERMAN A. KOLE Vice President of the Harris Trust and Savings Bank and

KENNETH E. PIEKUT Assistant Secretary

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the 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 as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27 day of April, A.D. 1987

Jill Wachtor Notary Public

X-4704 (N-12-74) My Commission Expires February 19, 1990

6-00-907 N5/86

TORRENS

IN DUPLICATE

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1987 MAY 14 AM 11:42

HARRY (JUS) YOURIEL REGISTERED PROFESSIONAL

Submitted: Admitted: Filed: Indexed: Address: Evaluator: Lender: Notified:

KA R.L.L.

REAL ESTATE INDEX GROUP 1820 Ridge Avenue Evanston, IL 60201 Order # C-20709

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