

WARRANTY DEED
Joint Tenancy for Illinois

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CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE, Made this 19th day of Nov. 1987, between CUONO PANICO AND SUZANNE I. PANICO, HIS WIFE, of the Village of Niles in the County of Cook and State of Illinois part Y of the first part, and MARY PETRILLO, MARRIED TO MICHAEL PETRILLO 5246 W. Patterson, Chicago, IL 60641 (NAME AND ADDRESS OF GRANTEE(S))

parties of the second part, WITNESSETH, That the part Y of the first part, for and in consideration of the sum of TEN AND 00/100 \$10.00 Dollars and other good and valuable consideration in hand paid, convey

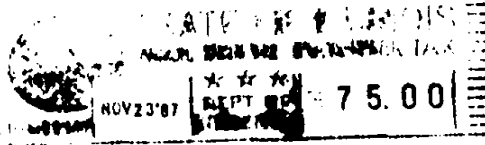
Above Space For Recorder's Use Only

and warrant to the parties of the second part, not in tenancy in common, but in joint tenancy, the following described Real Estate, to-wit:

LOT SIXTY FOUR (Except the South Nine (9) feet thereof)----(64)
LOT SIXTY FIVE (Except the North One (1) foot thereof)----(65)

In SIXTH ADDITION TO GRENNAN HEIGHTS, a Subdivision of the West Half (1/2) of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 24, Town 41 North, Range 12, East of the Third Principal Meridian.

~~Subject to the real estate taxes for the year 1987 and subsequent years thereafter.~~



AM Coldwell Banker Title Services, CIP 124-C

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situated in the County of Cook, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

TO HAVE AND TO HOLD the above granted premises unto the parties of the second part forever, not in tenancy in common, but in joint tenancy.

Permanent Real Estate Index Number(s): 09-24-110-051
Address(es) of Real Estate: 8511 N. Ozark, Niles, IL 60648

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hand and seal the day and year first above written.

Cuono Panico (SEAL)
CUONO PANICO
Suzanne I. Panico (SEAL)
SUZANNE I. PANICO

Please print or type name(s) below signature(s) (SEAL)

This instrument was prepared by Wayne J. Silva, 105 S. Roselle Rd., Schaumburg, IL 60193 (NAME AND ADDRESS)

Send subsequent tax bills to Mary Petrillo, 8511 N. Ozark, Niles, IL 60648 (NAME AND ADDRESS)

MAIL TO - Russ Stewart, 26 Main, Park Ridge 60068
Box 135

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, Wayne J. Silva, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CUONO PANICO AND SUZANNE I. PANICO,
HIS WIFE,

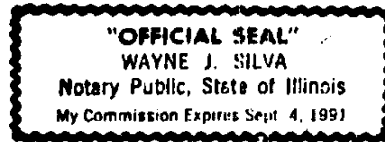
personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 18th day of Nov., 1987

(Impress Seal Here)

Wayne J. Silva
Notary Public

Commission Expires 9-4-91



211 8124 / R.M.
SAFEBO TITLE INSURANCE CO.,
2 N. LA SALLE ST.
SUITE 1700
CHICAGO, IL 60602

3669164

Handwritten signature

NOV 23 11:42

3669164

175 / 490
INDUPLICATE

Warranty Deed
JOINT TENANCY FOR ILLINOIS

TO

ADDRESS OF PROPERTY:

MAIL TO:

GEORGE E. COLE
LEGAL FORMS



ADJUSTABLE RATE RIDER

(1 Year Index - Interest Rate Caps)

Loan Number: 06C-007535-51X

THIS ADJUSTABLE RATE RIDER is made this 19TH day of NOVEMBER, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC., a California Corporation (the "Lender") of the same date and covering the property described in the Security Instrument, and located at:

8511 N. OZARK AVENUE, NILES, ILLINOIS 60648

(Property Address)

The Note contains provisions allowing for changes in my interest rate and monthly payments. The Note limits the amount the borrower's interest rate can change at any one time and the maximum rate the Borrowers must pay.

ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.875%. The Note provides for changes in the interest rate and monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of DECEMBER 1, 1988, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the monthly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Interest Rate Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and three quarters percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal, that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly principal and interest payment.

(D) Limit on Interest Rate Changes

The interest rate I am required to pay at the first Interest Change Date will not be greater than 9.875% or less than 5.875%. Thereafter, my interest rate will never be increased or decreased on any single Interest Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12.950%.

RM Coldwell Banker Title Services. C 118124-C

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(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant: 17 of the Security Instrument is amended to read as follows:

"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), Borrower shall cause to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee. If the intended transferee meets Lender's qualification and underwriting criteria to be approved for a new loan as well as all closing conditions, Lender shall allow the assumption to occur. If the intended transferee fails to meet Lender's qualification and underwriting criteria to be approved for a new loan as well as all closing conditions, the Lender will not allow the assumption. Lender may require immediate payment in full of all sums secured by the Security Instrument if Lender, following the guidelines set forth above, can not approve the transferee or the transferee fails to meet all closing conditions and therefore Lender does not allow the assumption, but Borrower nevertheless proceeds with the sale or transfer to an unapproved transferee."

"To the extent permitted by applicable law, Lender may charge a reasonable assumption fee as a condition to Lender's consent to the loan assumption. That assumption fee shall be in an amount not greater than one percent (1%) of the outstanding principal balance of the loan as of the date of the sale or transfer. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. That assumption agreement shall contain a provision under which the maximum interest rate of the loan as specified in Section 4(D) of the Note will be changed so that subsequent interest rate adjustment shall not result in an interest rate that is more than five (5) percentage points greater than the interest rate in effect at the time of the loan assumption. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing."

"If Lender exercises the option to require immediate payment in full, 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."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Bridget Stach

Witness

Mary Petrillo

MARY PETRILLO

Borrower

(Seal)

Witness

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

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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.

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NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

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 attorneys' fees and costs of title evidence.

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 attorneys' fees, and then to the sums secured by this Security Instrument.

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.

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

23. 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
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- 2-4 Family Rider

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.

Mary Petrillo (Seal) MARY PETRILLO -Borrower

(Seal) -Borrower

(Space Below This Line For Acknowledgment)

THIS INSTRUMENT WAS PREPARED BY: DOLDINE B. ROACH COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC. 1211 W. 22nd STREET, SUITE 727 OAK BROOK, ILLINOIS 60521

Box 235

State of Illinois, COOK County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that MARY PETRILLO AND MICHAEL PETRILLO, HER HUSBAND, personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that The Y 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 20th DAY OF NOVEMBER 1987

My Commission expires: 12-16-90

OFFICIAL SEAL BRIDGET JENNINGS NOTARY PUBLIC, STATE OF ILLINOIS COMMISSION EXPIRES 12/16/90

19th MB Bridget Jennings Notary Public

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Notified

SALEMAN 2 N. LA SALLE ST. SUITE 1700 CHICAGO, IL 60602

11/81 24/ P.M.

MICHAEL PETRILLO IS SIGNING THIS MORTGAGE TO WAIVE, DISCLAIM AND RELEASE ALL RIGHTS AND BENEFITS, IF ANY, UNDER OR BY VIRTUE OF THE HOMESTEAD EXEMPTIONS LAW OF THE STATE OF ILLINOIS AND THE ILLINOIS MARRIAGE AND DISSOLUTION OF MARRIAGE ACT, AND TO SUBORDINATE ALL EQUITABLE INTEREST IN THE PROPERTY, IF ANY, TO LIEN OF THIS MORTGAGE. Michael Petrillo SIGNATURE.

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