

UNOFFICIAL COPY

03744145

NON - HOMESTEAD AFFIDAVIT  
(FOR USE IN TORRENS TRANSACTIONS) REVISED 4/86 HGL

I/we, William B. Weaver, being the  
title holder(s) to the property registered on Certificate Number  
1295594 Volume 2596-2, Page 298, in the  
Office of the Registrar of Titles. Cook County, Illinois, and being  
married to Lizabeth B. Weaver

STATE(S):

- (1) That the property herein is not homestead property.
- (2) (a) That the property herein is held and used, \_\_\_\_\_

for investment purposes

(insert general purposes; Industrial, Investment, Commercial)  
and is (2) (b)

vacant/developed with condominium

(3) That no proceeding is now pending or contemplated  
by affiant, nor does affiant know or believe that any proceeding  
is contemplated by the spouse of same under the Dissolution of  
Marriage Act, Ill. Rev. Stat., Ch. 40, §101, et seq.

(4) That neither affiant(s) nor the spouse(s) of same  
is/are residing on said premises.

This affidavit is made to induce the Registrar of Titles to  
accept a certain deed of conveyance effecting said property without  
the signature(s) of the spouse(s); Said affiant(s) agree(s) to save  
harmless the Registrar of Titles from any loss, claim, damage and  
expenses related hereto sustained by acceptance of the said deed  
and waiving any objection as to homestead rights.

William B. Weaver  
WILLIAM B. WEAVER

Subscribed and sworn to  
before me this 3rd  
day of October  
A.D. 19 88.

(SEAL)

Susan K. Boylan  
Notary Public

SUSAN K. BOYLAN  
Notary Public, State of New York  
No. 24-4642583  
Qualified in Kings County  
Expires June 30, 1989

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**WARRANT DEED**  
Statutory (ILLINOIS)  
(Individual to Individual)

37 11 15 4 5

COOK  
CO. NO. 016  
61023

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.

THE GRANTOR William B. Weaver, Married  
to Lizabeth B. Weaver

of the City of New York County of  
State of New York for and in consideration of  
Ten Dollars (\$10.00) and other good and  
valuable consideration ~~XXXXXXX~~  
in hand paid,

CONVEY and WARRANTS to  
Randy Benowitz, a spinster,  
360 E. Randolph, #3704, Chicago, IL 60601

(The Above Space For Recorder's Use Only)

(NAME AND ADDRESS OF GRANTEE)  
the following described Real Estate situated in the County of Cook in the  
State of Illinois, to wit:

UNIT NUMBER 18-"F", IN THE 100 EAST WALTON CONDOMINIUM,  
AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL:  
PARTS OF LOTS 9, 10, 11, AND 12 IN MOSS SUBDIVISION  
OF PART OF LOT 10 IN THE SOUTH 1/2 OF BLOCK 8 IN CANAL  
TRUSTEES' SUBDIVISION OF SECTION 3, TOWNSHIP 39 NORTH,  
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT  
'A' TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT  
NUMBER 24262435, AND REGISTERED AS DOCUMENT NUMBER  
LR 2990252; TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST  
IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY  
AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED  
AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK  
COUNTY, ILLINOIS.

THIS IS NOT HOMESTEAD PROPERTY

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

Permanent Real Estate Index Number(s): 17-03-207-051-1058

Address(es) of Real Estate: 100 East Walton, #18F, Chicago, IL 60611

DATED this 29th day of September 19 88

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)  
(SEAL) William B. Weaver (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  
William B. Weaver Married to Lizabeth B.  
Weaver

"OFFICIAL SEAL" VIVIAN B. STILTNER  
Notary Public/State of Illinois  
My Commission Expires 3/19/91  
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 acknowl-  
edged that he signed, sealed and delivered the said instrument as his  
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 29th day of September 19 88

Commission expires March 19 1991 Vivian B. Stiltner  
NOTARY PUBLIC

This instrument was prepared by Susan E. Fink, 321 N. Clark, Suite 3400,  
(NAME AND ADDRESS) Chicago, IL 60610-4795

MAIL TO: Susan E. Fink  
(Name)  
Gardner, Carton & Douglas  
321 N. Clark (Address) Suite 3400  
Chicago, IL 60610-4795  
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:  
Randy Benowitz  
100 East Walton #18F  
(Address)  
Chicago, Illinois

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT. OF REVENUE  
35.00

COOK COUNTY  
REAL ESTATE TRANSACTION TAX  
DEPT. OF REVENUE  
35.00

CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
DEPT. OF REVENUE  
525.00

1265971  
Crawford  
New Homestead Exemption Affidavit

OCT 05 1988  
00120

3744435

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Warranty Deed  
INDIVIDUAL TO INDIVIDUAL

1275594  
2  
IN DUPLICATE

3744145

3744145

TO

RECORDED  
INDEXED  
NOV 11 1971  
130 250

Age of

Add 3744145

*[Handwritten Signature]*  
KIR

3744145

3744145

Sig. Card

001

GEORGE E. COLE  
LEGAL FORMS

COOK COUNTY TITLE INS.  
GR

71.81.161

Cook County Clerk's Office

UNOFFICIAL COPY

88459650

THIS INSTRUMENT PREPARED BY:

F. JONES  
WHEN RECORDED MAIL TO:  
HOME SAVINGS OF AMERICA  
P.O. BOX 7075  
PASADENA, CALIFORNIA 91109-7075

ALL NOTICES TO LENDER SHALL BE  
MAILED OR DELIVERED TO THE ABOVE  
ADDRESS.

Mortgage and Assignment of Rents  
ADJUSTABLE INTEREST RATE LOAN LOAN NO. 981630-7

This Mortgage, made this 3rd day of OCTOBER, 1988, between  
RANDY LYNN BENOWITZ, A SPINSTER

herein called BORROWER, whose address is 100 EAST WALTON, #18F  
(number and street)  
CHICAGO IL 60611  
(city) (state) (zip code)

and HOME SAVINGS OF AMERICA, F.A., a corporation herein called LENDER, whose address is P.O. Box 7075, Pasadena, California 91109-7075.

WITNESSETH: Borrower hereby grants, conveys, mortgages and warrants to Lender the real property legally described as follows:  
AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

COMMONLY KNOWN AS 100 EAST WALTON, #18F, CHICAGO, IL. 60611

PTN: 17-03-207-061-105B

UNIT NUMBER 18-"F", IN THE 100 EAST WALTON CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL: PARTS OF LOTS 8, 9, 10, 11, AND 12 IN MOSS SUBDIVISION OF PART OF LOT 10 IN THE SOUTH 1/2 OF BLOCK 8 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT NUMBER 24262435, AND REGISTERED AS DOCUMENT NUMBER LR 2990252; TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

88459650

Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to: (a) all easements and rights of way appurtenant thereto; and (b) all buildings, structures, improvements, fixtures and appurtenances now or hereafter placed thereon, including, but not limited to, all apparatus and equipment, whether or not physically affixed to the land or any building, used to provide or supply air-cooling, air-conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dish washing, garbage disposal or other services; and all waste vent systems, antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor covering, awnings, ranges, ovens, water heaters and attached cabinets; it being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the real property that is conveyed hereby; and (c) all water and water rights (whether or not appurtenant). Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to confirm the lien of this Mortgage on any such properties. The properties conveyed to Lender hereunder are hereinafter referred to as "such property."

The Borrower absolutely and irrevocably grants, transfers and assigns to Lender the rents, income, issues, and profits of all property covered by this Mortgage.

FOR THE PURPOSE OF SECURING:

- (1) Payment of the sum of \$ 63,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of OCTOBER 10, 2018 made by Borrower, payable to Lender or order, and all modifications, extensions or renewals thereof. (2) Payment of such sums as may be incurred, paid out, or advanced by Lender, or may otherwise be due to Lender, under any provision of this Mortgage and all modifications, extensions or renewals thereof. (3) Performance of each agreement of Borrower contained herein or incorporated herein by reference or contained in any papers executed by Borrower relating to the loan secured hereby. (4) Performance, if the loan secured hereby or any part thereof is for the purpose of constructing improvements on such property, of each provision or agreement of Borrower contained in any building loan agreement or other agreement between Borrower and Lender relating to such property. (5) The performance and keeping by Borrower of each of the covenants and agreements required to be kept and performed by Borrower pursuant to the terms of any lease and any and all other instruments creating Borrower's interest in or defining Borrower's right in respect to such property. (6) Compliance by Borrower, with each and every monetary provision to be performed by Borrower under any declaration of covenants, conditions and restrictions pertaining to such property or any declaration of condominium ownership and upon written request of Lender, the enforcement by Borrower of any covenant to pay maintenance or other charges, if the same have not been paid or valid legal steps taken to enforce such payment within 90 days after such written request is made. (7) At Lender's option, payment, with interest thereon, of any other present or future indebtedness or obligation of Borrower (or of any successor in interest of Borrower to such property) due to Lender, whether created directly or acquired by absolute or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Mortgage or arising thereafter, the exercise of such option to be evidenced by a notice in writing to Borrower or any successor in interest of Borrower. (8) Performance of all agreements of Borrower to pay fees and charges to the Lender whether or not herein set forth. (9) Payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured hereby.

71-81-161 D-2

Common

LEGAL DESCRIPTION AFFECTS PROPERTY OF 6747273534 AND OTHER PROPERTY  
OCT 05 1988



[Handwritten signature]

[Handwritten signature]

# UNOFFICIAL COPY

## TO PROTECT THE SECURITY OF THIS MORTGAGE, BORROWER AGREES:

(1) **Construction or Improvements.** To complete in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on such property or contemplated by the loan secured hereby, to pay when due all costs and liabilities incurred therefor, and not to permit any mechanic's lien against such property, nor any stop notice against any loan proceeds. Borrower also agrees, anything in this Mortgage to the contrary notwithstanding: (a) to promptly commence work and to complete the proposed improvements promptly; (b) to complete same in accordance with plans and specifications as approved by Lender; (c) to allow Lender to inspect such property at all times during construction; (d) to replace any work or materials unsatisfactory to Lender, within fifteen (15) days after written notice from Lender of such fact, which notice may be given to Borrower by certified mail, sent to his last known address, or by personal service of the same; and (e) to perform all other obligations of Borrower under any building loan agreement relating to such property.

(2) **Repair and Maintenance of Property.** To keep such property in good condition and repair, not to substantially alter, remove or demolish any buildings thereon; to restore promptly and in good workmanlike manner any buildings which may be damaged or destroyed including, but not limited to, damage from termites and earth movement; to pay when due all claims for labor performed and materials furnished in connection with such property and not to permit any mechanic's lien against such property, to comply with all law affecting such property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon such property in violation of law; to cultivate, irrigate, fertilize, fumigate and prune; and to do all other acts that from the character or use of such property may be reasonably necessary to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(3) **Fire and Casualty Insurance.** To provide and maintain in force at all times fire and other types of insurance with respect to such property as may be required by Lender. Each policy of such insurance shall be in an amount, for a term and in form and content and by such companies, as may be satisfactory to Lender, with loss payable to Lender, and shall be delivered to, and remain in possession of, Lender as further security for the faithful performance of these covenants. Borrower shall also furnish Lender with written evidence showing payment of all premiums therefor. At least thirty (30) days prior to the expiration of any insurance policy, a policy renewing or extending such expiring insurance shall be delivered to Lender with written evidence showing payment of the premium therefor, and, in the event any such insurance policy and evidence of payment of the premium are not so delivered to Lender, Borrower by executing this Mortgage specifically requests Lender to obtain such insurance. Lender, but without obligation so to do, without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may obtain such insurance through or from any insurance agency or company acceptable to it, and pay the premium therefor. Lender shall not be chargeable with obtaining or maintaining such insurance or for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. Lender, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy theretofore delivered to Lender pursuant hereto, and any information concerning the loan secured hereby. Borrower hereby assigns to Lender all unearned premiums on any such policy, and agrees that any and all unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the property conveyed at any sale held hereunder, pursuant to the foreclosure of this Mortgage.

(4) **Life, Health or Accident Insurance.** If Borrower shall maintain life, accident or health insurance and Lender shall be the owner or holder of any policy of such insurance as further security hereunder, Lender may elect to pay any premiums thereon as to which Borrower shall be in default, and any amount so paid may be secured hereby.

(5) **Taxes and Other Sums Due.** To pay, satisfy and discharge: (a) at least ten (10) days before delinquency, all general and special Taxes affecting such property; (b) when due, all special assessments for public improvements; (c) on demand of Lender but in no event later than the date such amounts become due: (1) all encumbrances, charges and liens, with interest, on such property, or any part thereof, which are, or appear to Lender to be prior to, or superior hereto; (2) all costs, fees and expenses of this whether or not described herein; (3) fees or charges for any statement regarding the obligation secured hereby in any amount demanded by Lender not to exceed the maximum amount allowed by law therefor at the time when such request is made; (4) such other charges as the Lender may deem reasonable for services rendered by Lender and furnished at the request of Borrower or any successor in interest to Borrower; (5) if such property includes a leasehold estate, all payments and obligations required of the Borrower or his successor in interest under the terms of the instrument or instruments creating such leasehold; and (6) all payments and monetary obligations required of the owner of such property under any declaration of covenants or conditions or restrictions pertaining to such property or any modification thereof. Should Borrower fail to make any such payment, Lender without contesting the validity or amount, may elect to make or advance such payment, together with any costs, expenses, fees or charges relating thereto. Borrower agrees to notify Lender immediately upon receipt by Borrower of notice of any increase in the assessed value of such property. Borrower agrees to notify Lender and appropriate taxing authorities immediately upon the happening of any event which does or may affect the value of such property, the amount or basis of such property, or the availability of any exemption to which Borrower is or may be entitled.

In the event of the passage of any law deducting from the value of real property for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes including, but not limited to, the postponement of the payment of all or any part of any real or personal property taxes, so as to affect this Mortgage, the holder of this Mortgage and of the obligations which it secures shall have the right to declare the principal sum and the interest due on a date to be specified by not less than 30 days' written notice to be given to Borrower by Lender; provided, however, that such election shall be ineffective if Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when hereafter levied or assessed against such property, and such agreement shall constitute a modification of this Mortgage.

(6) **Impounds.** To pay to Lender, if Lender shall so request, in addition to any other payments required hereunder, monthly advance installments, as estimated by Lender, for taxes, assessments, insurance premiums, ground rents or other obligations secured by this Mortgage (hereinafter in this paragraph referred to as "such obligations") for the purpose of establishing a fund to insure payment when due, or before delinquency, of any or all of such obligations required to be paid as to such property. If the amounts paid to Lender under the provisions of this paragraph are insufficient to discharge the obligations of Borrower to pay such obligations as the same become due or delinquent, Borrower shall pay to Lender, upon its demand, such additional sums necessary to discharge Borrower's obligation to pay such obligations. All monies paid to Lender under this paragraph may be intermingled with other monies of Lender and shall not bear interest, except as required by law. Lender may pay such obligations whether before or after they become due and payable. In the event of a default in the payment of any monies due on the indebtedness secured hereby, default of any obligation secured hereby, or default in the performance of any of the covenants and obligations of this Mortgage, then any balance remaining from monies paid Lender under the provisions of this paragraph may, at the option of Lender, be applied to the payment of principal, interest or other obligations secured hereby in lieu of being applied to any of the purposes for which the impound account is established. Lender will make such reports of impounds as are required by law.

(7) **Condemnation and Injury to Property.** All sums due, paid or payable to Borrower or any successor in interest to Borrower of such property, whether by way of judgment, settlement or otherwise: (a) for injury or damage to such property; or (b) in connection with any condemnation for public use or injury to such property, or any part thereof, are hereby assigned and shall be paid to Lender. All causes of action of or belonging to Borrower, whether accrued before or after the date of this Mortgage, for damage or injury to such property, or any part thereof, or in connection with the transaction financed in whole or in part by the funds loaned to Borrower by Lender, or in connection with or affecting said property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of material fact, are hereby assigned to Lender, and the proceeds thereof shall be paid to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Mortgage or to any deficiency under this Mortgage or may release any monies so received by it or any part thereof, as Lender may elect. Lender may at its option appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute any further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

(8) **Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery.** The amount received by Lender pursuant to this Mortgage under any fire or other insurance policy, in connection with any condemnation for public use of or injury to such property, for injury or damage to such property or in connection with the transaction financed by the loan secured hereby, at the option of Lender may be applied by Lender to any indebtedness secured hereby and in such order as Lender may determine or, without reducing the indebtedness secured hereby, may be used to replace, restore, or reconstruct such property to a condition satisfactory to Lender or may be released to Borrower, or any such amount may be apportioned and allocated in any manner to any one or more of such uses. No such application, use or release shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(9) **Litigation.** Borrower shall defend this trust in any action or proceeding purporting to affect such property whether or not it affects the lien hereof, purporting to affect the lien hereof and shall file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of such property; and Lender is hereby authorized, without obligation so to do, to prosecute or defend any such action, whether brought by or against Borrower or Lender, or with or without suit, to exercise or enforce any other right, remedy, or power available or conferred hereunder, whether or not judgment be entered in any action or proceeding; and Lender may appear or intervene in any action or proceeding, and retain counsel therein, and take such action therein, as either may be deemed necessary or advisable, and may settle, compromise or pay the same or any other claims and, in so doing, may expend and advance such sums of money as either may deem necessary. Whether or not Borrower so appears or defends, Borrower on demand shall pay all costs and expenses of Lender, including costs of evidence of title, in any such action or proceeding in which Lender may appear by virtue of being made a party defendant or otherwise, and irrespective of whether the interest of Lender in such property or their respective rights or powers hereunder may be affected by such action, including, but not limited to, any action for the condemnation or partition of such property and any suit brought by Lender to foreclose this Mortgage.

(10) **Loan on Leasehold Estate.** If such property includes a leasehold estate, Borrower agrees to comply with all of the terms, conditions, and provisions of the instrument or instruments creating such leasehold. Borrower also agrees not to amend, change, or modify his leasehold interest, or the terms on which he has such leasehold interest, or to agree to do so, without the written consent of Lender being first obtained.

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