

R85- 18748

1985 MAR 18 PM 3:00

RECORDER
DU PAGE COUNTY

Blaney

RELEASE OF ESTATE'S INTEREST
IN REAL ESTATE

Decedent, MARGARET A. FLAHERTY, of 10602 Southwest Highway, Chicago Ridge, Illinois, who died on August 18, 1983, owned the following described real estate at the time of her death:

PARCEL 1: Lot 40 in York Township Supervisor's Assessment Plat No. 4, also known as "Butterfield Woods" of part of the South West quarter of Section 29 and the North West quarter of Section 32, Township 39 North Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded August 23, 1943 as Document 452578, in DuPage County, Illinois.
PIN 06-32-102-010

PARCEL 2: That part of the North 1,050 feet of the East 412 feet of the North East quarter of the North West quarter of Section 32, Township 39 North, Range 11, East of the Third Principal Meridian, lying South of a line drawn from the South West corner of said North 1,050 feet of the East 412 feet to a point on the East line of said North 1,050 feet of the East 412 feet, 17.50 feet North of the South East corner thereof, in DuPage County, Illinois.
PIN 06-32-102-010

The real estate is commonly known as 3247 Forest Grove, Downers Grove, Illinois.

The undersigned was appointed Independent Representative of decedent's estate on December 1, 1983, by the Circuit Court of Cook County, Probate Division, in Case No. 83 P 9922 and is now acting as such.

Title to the real estate passed at decedent's death and the admission of the Will to probate to the following heirs or devisees of the decedent:

Richard A. Flaherty
10226 Charles Ave.
Palos Hills, Illinois

1/2 share in joint
tenancy with right
of survivorship.

Joan Haese
5255 Nordica
Chicago, Illinois

1/2 share in joint
tenancy with right
of survivorship.

*812
Paw*

Acting pursuant to Sections 28-8(i) and 28-10(a) of the Illinois Revised Statutes, Chapter 110½, as amended, the undersigned releases the estate interest in the real estate and confirms the title of the above heirs and/or devisees.

Dated: Aug 1, 1984

Signed: Richard A. Flaherty
Richard A. Flaherty
Independent Representative

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Richard A. Flaherty, 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 1st day of August, A.D. 1984.

Joanne P. Schochat
Notary Public

My Commission Expires March 3, 1987

Prepared by:

Joanne P. Schochat
SCARIANO, KULA & ASSOCIATES, P.C.
1450 Aberdeen
Chicago Heights, IL 60411
(312) 755-1900

185-18748

WARRANTY DEED
Joint Tenancy
Statutory (ILLINOIS)
(Individual to Individual)

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

THE GRANTORS, Richard A. Flaherty, MARRIED AND
Joan E. Haese, MARRIED

of the Village of Oak Lawn, County of Cook,
State of Illinois for and in consideration of
Ten and no/100-----(\$10.00)-----DOLLARS,
to them-----In hand paid,
CONVEY --and WARRANT-- to
JOHN ROBERT SOMERS
3247 Forest Grove Lane, Downers Grove, Illinois
60515,

(NAMES AND ADDRESS OF GRANTEE(S))

not in Tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in the
County of Du Page in the State of Illinois, to wit:

Parcel 1: Lot 40 in York Township Supervisor's Assessment Plat Number
4, also known as "Butterfield Woods" of part of the Southwest quarter
of Section 29 and the Northwest quarter of Section 32, Township 39
North, Range 11, East of the Third Principal Meridian, according to the
plat thereof recorded August 23, 1943, as Document Number 452578, in Du
Page County, Illinois.

Parcel 2: That part of the North 1,050 feet of the East 412 feet of
the Northeast quarter of the Northwest quarter of Section 32, Township
39 North, Range 11, East of the Third Principal Meridian, lying south
of a line drawn from the Southwest corner of said North 1,050 feet of
the East 412 feet, 17.50 feet North of the Southeast corner thereof, in
Du Page County, Illinois.

THIS DOES NOT CONSTITUTE HOMESTEAD PROTECTION
Subject to: general real estate taxes not yet due and payable; Special
assessments confirmed after April 21, 1981; building, building line,
and use or occupancy restrictions, conditions, and covenants of record
zoning laws and ordinances; easements for public utilities; drainage
ditches, feeders, laterals, and drain tile, pipe, or other conduit.

PIN 06-32-102-010
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 said premises not in tenancy in common, but in joint tenancy forever.

DATED this 27th day of June, 19 85

PLEASE PRINT OR TYPE NAME(S) BELOW
Richard A. Flaherty (SEAL) Joan E. Haese (SEAL)
SIGNATURE(S) Richard A. Flaherty (SEAL) Joan E. Haese (SEAL)

State of Illinois, County of Du Page ss. I, the undersigned, a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that
Richard Flaherty and Joan E. Haese,

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 acknowl-
edged 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 27th day of June, 1985.

Commission expires January 25 1989 Henry S. Stillwell III
NOTARY PUBLIC

This instrument was prepared by Henry S. Stillwell III, Rathje, Woodward, Dyer & Burt,
203 East Liberty Drive, PO Box 786, Wheaton, (NAME AND ADDRESS) Illinois 60189.

MAIL TO: { John R. Somers
Vivian J. Somers
(Name)
3247 Forest Grove Lane
(Address)
Downers Grove, Illinois 60515
(City, State and Zip)

OR RECORDER'S OFFICE BOX NO. _____

ADD-TO PROPERTY.
3247 Forest Grove Lane
Downers Grove, Illinois 60515
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED
SEND SUBSEQUENT TAX BILLS TO:
John R. Somers, Vivian J. Somers
3247 Forest Grove Lane
Downers Grove, Illinois 60515



66-55-012

APPROPRIATE REVENUE STAMPS HERE

R85-53092

1985 JUL -5 PM 1:30

Intercounty Title Company

R85- 53092

J. P. "RICK" CARNEY
RECORDER
AFFIDAVIT - METES AND BOUNDS

STATE OF ILLINOIS
COUNTY OF DuPAGE] ss

DOCUMENT NO.:

INTERCOUNTY TITLE COMPANY OF ILL. being duly sworn on
oath, states that he resides at 1607 TAFT AVE WHEATON, IL
That the attached deed is not in violation
of Section of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

1. The division or subdivision of land is into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
2. The division is of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
3. The sale or exchange of parcels of land is between owners of adjoining and contiguous land.
4. The conveyance is of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
5. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
6. The conveyance is of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
7. The conveyance is made to correct descriptions in prior conveyances.
8. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
9. The sale is of a single lot of less than five acres from a larger tract, the dimensions and configurations of said larger tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973, and no sale, prior to this sale, or any lot or lots from said larger tract having taken place since October 1, 1973 and a survey of said single lot having been made by a registered land surveyor.

10. The conveyance is of land described in the same manner as title was taken by grantor(s).

THE APPLICABLE STATEMENT OR STATEMENTS ABOVE ARE CIRCLED.

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of DuPage County, Ills., to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO before me

this 5th day of July, 19 85.

Marvin A. Hansen
Notary Public

ILLINOIS

MORTGAGE

THIS INDENTURE, made this 27

day of JUNE

1985, between

JOHN ROBERT SOMERS, DIVORCED, NOT SINCE REMARRIED, Mortgagor, and
FLEET MORTGAGE CORP.,

a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND
Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of ONE HUNDRED TEN THOUSAND AND NO/100 Dollars (\$110,000.00) payable with interest at the rate of TWELVE AND ONE HALF per centum (12.50) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in MILWAUKEE, WISCONSIN, or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of ONE THOUSAND ONE HUNDRED SEVENTY THREE AND 98/100 Dollars (\$1,173.98) beginning on the first day of SEPTEMBER, 1985, and continuing on the first day of each month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of AUGUST, 2015.

Now, THEREFORE, the said Mortgagor, for the better securing of the payment of said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described real estate situate, lying, and being in the county of DUPAGE and the State of Illinois, to wit:

PARCEL 1: LOT 40 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 4 ALSO KNOWN AS "BUTTERFIELD WOODS" OF PART OF THE SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 452578, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTH 1,050 FEET OF THE EAST 412 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF SAID NORTH 1,050 FEET OF THE EAST 412 FEET, 17.50 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, IN DUPAGE COUNTY, ILLINOIS.

06-32-102-610

R85-53093

RECORDER
DU PAGE COUNTY

1985 JUL -5 PM 1:30

J. M. Carey

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned; _____

Substantially True Copying

"The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for guarantee under the Serviceman's Readjustment Act of 1944 as Amended within three months from the date hereof, the agent of the Administrator of Veterans Affairs dated subsequent to the three months time from the date of this Mortgage, declining to guarantee said Note and this Mortgage, being deemed conclusive proof of such ineligibility, the Mortgagee or holder of the note may, at its option, declare all sums secured hereby immediately due and payable."

PORTIONS OF THIS INSTRUMENT
ILLEGIBLE IN ORIGINAL

RECORDED

R85 - 53093

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such type or types of hazard insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as may reasonably be deemed necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mortgagor further covenants and agrees as follows:

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee as Trustee under the terms of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- I. ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums;
- II. interest on the note secured hereby; and
- III. amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

If the total of the payments made by the Mortgagor under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee as Trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of subparagraph (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage, resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee as Trustee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under said subparagraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under said note.

AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described. The Mortgagor shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he/she will pay promptly when due any premiums therefor. 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 Mortgagor will give immediate notice by mail to the Mortgagee, 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.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby, 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.

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 at the time of such application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, 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, 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.

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 of the complainant and for 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 proceed-

R85-53093

ings, 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.

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 reasonable 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 any purpose authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, 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; (5) all sums paid by the Veterans Administration on account of the guaranty or insurance of the indebtedness secured hereby. 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 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.

The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof hereby secured; and no extension of the time of 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.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

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 term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

John Robert Somers
JOHN ROBERT SOMERS, DIVORCED, NOT SINCE REMARRIED

[SEAL]

[SEAL]

[SEAL]

STATE OF ILLINOIS
COUNTY OF Cook

ss:

I, THE UNDERSIGNED, a notary public, in and for the county and State aforesaid, Do Hereby Certify That JOHN ROBERT SOMERS, DIVORCED, NOT SINCE REMARRIED, his personal appearance, 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 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.

This instrument was prepared by:

THIS INSTRUMENT WAS PREPARED BY:
GREG McLAUGHLIN FOR:

Fleet Mortgage Corp.

10046 SOUTH WESTERN AVE.
CHICAGO, ILLINOIS 60643

GIVEN under my hand and Notarial Seal this

day of

June 27 19*55*
W. A. [Signature]
Notary Public.

STATE OF ILLINOIS

Mortgage

TO

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

Clerk.

85-53093

KNOW ALL MEN BY THESE PRESENT, that Fleet Mortgage Corp. (formerly known as Mortgage Associates, Inc.), a Corporation duly organized and existing under and by virtue of the laws of the State of Rhode Island, located at Milwaukee, County of Milwaukee, State of Wisconsin, does hereby certify and acknowledge, that a certain mortgage, bearing date on the 27th day of June, A.D., 19 85, made and executed by John Robert Somers, divorced, not since remarried

see legal description on back

now held and owned by the corporation above named and recorded in the office of the Recorder in and for DuPage County in the State of Illinois, on the 5th day of July, A.D., 1985, at 1:30 o'clock P.m., in _____ on page _____ Document No. R85-53093 is fully paid, satisfied and discharged. And the Recorder of said County is hereby authorized to enter this satisfaction of record.

RECORDED
DU PAGE COUNTY
R87-034560

IN WITNESS WHEREOF, the said Fleet Mortgage Corp. has caused these presents to be signed by Eric Ross, Assistant Vice President and attested by Mary Maxberry, Assistant Secretary at Milwaukee, Wisconsin and its corporate seal to be hereunto affixed, this 14th day of January, A.D., 19 87.

Signed and Sealed, in the
Presence of:

Fleet Mortgage Corp.
(formerly known as Mortgage Associates Inc.)

Eric Ross
Eric Ross
Assistant Vice President

Mary Maxberry
Mary Maxberry
Assistant Secretary

State of Wisconsin
County of Milwaukee

Personally came before me, this 14th day of January A.D., 19 87, Eric Ross, Assistant Vice President and Mary Maxberry, Assistant Secretary of the above named Corporation, to me known to be such Assistant Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Wolfgang Salewski
Wolfgang Salewski, Notary Public
Milwaukee, Wisconsin
My Commission Expires 6/5/88

This instrument was drafted by R. Hodnett % Fleet Mortgage Corp.
(formerly known as Mortgage Associates Inc.)
P.O. Box 1561, Milwaukee, WI 53201

PARCEL 1: LOT 40 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 4
ALSO KNOWN AS "BUTTERFIELD WOODS" OF PART OF THE SOUTHWEST 1/4 OF SECTION
29 AND THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 11, EAST
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
AUGUST 23, 1943 AS DOCUMENT NO. 452578, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTH 1,050 FEET OF THE EAST 412 FEET OF THE
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE
DRAWN FROM THE SOUTHWEST CORNER OF SAID NORTH 1,050 FEET OF THE EAST 412
FEET, 17.50 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, IN DUPAGE COUNTY,
ILLINOIS.

R87- 34560

UNOFFICIAL COPY

Heilt
James Bradley
5 W. East
Johannes pp. 60431

Deed prepared by: LAW OFFICES OF JAMES T. BRADLEY AND ASSOCIATES
Suite 200, Colony Building
5 West Cass Street
Joliet, Illinois 60431
CHARGE C.I.C. DU PAGE

2-# 8511494
Dall

1101413

This Indenture Witnesseth, That the Grantor John Robert Somers
and Vivian J. Somers, his wife

of the County of DuPage and the State of Illinois for and in consideration of
One Hundred and no/100ths Dollars,
and other good and valuable consideration in hand paid, Convey and Warrant unto LASALLE NATIONAL
BANK, a national banking association, of 135 South La Salle Street, Chicago, Illinois, its successor or successors as Trustee under the
provisions of a trust agreement dated the _____ day of _____ 19____ known as Trust Number
110540, the following described real estate in the County of DuPage and State of

Illinois, to-wit:

Parcel 1: Lot 40 in York Township Supervisor's Assessment Plat No. 4, also known
as "Butterfield Woods" of part of the South West 1/4 of Section 29 and the North West
1/4 of Section 32, Township 39 North, Range 11, East of the Third Principal Meridian,
according to the Plat thereof recorded August 23, 1943 as Document 452578, in
DuPage County, Illinois

Parcel 2: That part of the North 1,050 feet of the East 412 feet of the North East
1/4 of the North West 1/4 of Section 32, Township 39 North, Range 11 East of the
Third Principal Meridian, lying South of a line drawn from the South West corner
of said North 1,050 feet of the East 412 feet to a point on the East line of said
North 1,050 feet of the East 412 feet, 17.50 feet North of the South East corner
thereof, in DuPage County, Illinois.

Commonly known as 3247 Forest Grove, Downers Grove, Illinois.

Subject to covenants, conditions, easements, reservations, and restrictions of record,
if any, and (a) General real estate taxes for 1984 and subsequent years; (b) Special
Assessments confirmed after December 3, 1984; (c) Building, building line and use or
occupancy restrictions, conditions and covenants of record; (d) Zoning laws and
Ordinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, laterals
and drain tile, pipe or other conduit.

Permanent Real Estate Index No. 06-32-102-010

TO HAVE AND TO HOLD the said premises unto the said Trustee, upon the trusts a. for uses and purposes herein and in said
trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part
thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as
often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration,
to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of
the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber, said
property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to
commence in present or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single
demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change
or modify leases, and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to
lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner
of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or
personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or
easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and
for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different
from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall
be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money,
rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be
obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms
of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real
estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other
instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force
and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations
contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c)
that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other
instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been
properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their
predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the
earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be
personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but
only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note
in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition," or "with limitations," or words of
similar import, in accordance with the statute in such cases made and provided

And the said grantor hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes
of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, before said hands and seals this

5th day of December, 1986

(SEAL) John Robert Somers

Vivian J. Somers, his wife (SEAL)

STATE OF ILLINOIS

COUNTY OF WILL

SS.

I, JAMES T. BRADLEY

Notary Public in and for said County, in the State aforesaid, do hereby certify that
John Robert Somers

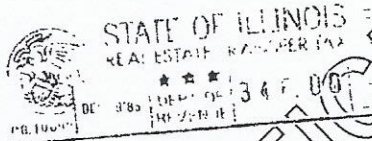
and Vivian J. Somers, his wife

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 each 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 seal this
5th day of December, 1986

My commission expires May 1, 1987



REC-155752
RECORDED
DU PAGE COUNTY

mail to
Pitler & Mandel
230. W Monroe
Suite 2026
Chicago, IL
60600

2010-0 PM 2:15
Shaw

BOX 350

Deed in Trust

WARRANTY DEED

ADDRESS OF PROPERTY

LaSalle National Bank

TRUSTEE

135 S. LaSalle

Chicago, IL

8027 AP

KNOW ALL MEN BY THESE PRESENT, that Fleet Mortgage Corp. (formerly known as Mortgage Associates, Inc.), a Corporation duly organized and existing under and by virtue of the laws of the State of Rhode Island, located at Milwaukee, County of Milwaukee, State of Wisconsin, does hereby certify and acknowledge, that a certain mortgage, bearing date on the 27th day of June, A.D., 19 85, made and executed by John Robert Somers, divorced, not since remarried

see legal description on back

now held and owned by the corporation above named and recorded in the office of the Recorder in and for DuPage County in the State of Illinois, on the 5th day of July, A.D., 1985, at 1:30 o'clock P.m., in ----- on page ----- Document No. R85-53093 is fully paid, satisfied and discharged. And the Recorder of said County is hereby authorized to enter this satisfaction of record.

IN WITNESS WHEREOF, the said Fleet Mortgage Corp. has caused these presents to be signed by Eric Ross, Assistant Vice President and attested by Mary Maxberry, Assistant Secretary at Milwaukee, Wisconsin and its corporate seal to be hereunto affixed, this 14th day of January, A.D., 19 87.

Signed and Sealed in the
Presence of:

Fleet Mortgage Corp.
(formerly known as Mortgage Associates Inc.)

Eric Ross
Eric Ross
Assistant Vice President

Mary Maxberry
Mary Maxberry
Assistant Secretary

State of Wisconsin
County of Milwaukee

Personally came before me, this 14th day of January A.D., 19 87, Eric Ross, Assistant Vice President and Mary Maxberry, Assistant Secretary of the above named Corporation, to me known to be such Assistant Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation. by its authority.

Wolfgang Salewski
Wolfgang Salewski, Notary Public
Milwaukee, Wisconsin
My Commission Expires 6/5/88

This instrument was drafted by R. Hodnett % Fleet Mortgage Corp.
(formerly known as Mortgage Associates Inc.)
P.O. Box 1561, Milwaukee, WI 53201

PARCEL 1: LOT 40 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 4
ALSO KNOWN AS "BUTTERFIELD WOODS" OF PART OF THE SOUTHWEST 1/4 OF SECTION
29 AND THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 11, EAST
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
AUGUST 23, 1943 AS DOCUMENT NO. 452578, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTH 1,050 FEET OF THE EAST 412 FEET OF THE
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE
DRAWN FROM THE SOUTHWEST CORNER OF SAID NORTH 1,050 FEET OF THE EAST 412
FEET, 17.50 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, IN DUPAGE COUNTY,
ILLINOIS.

R87- 34560

UNOFFICIAL COPY

W. L. East
James Bradley
15609. 60431