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Cook County Recorder

59.00

ANCHOR MORTGAGE CORPORATION
1070 NORTH MILWAUKEE AVENUE

CHICAGO, ILLINOIS 60622

Prepared By:



0010126342

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MORTGAGE

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DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **February 8, 2001**, together with all Riders to this document.
(B) "Borrower" is **THOMAS J. BROUGH, A UNMARRIED MAN AND LOUIS I. BROUGH, A UNMARRIED MAN**

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is **ANCHOR MORTGAGE CORPORATION**

Lender is a
organized and existing under the laws of **THE STATE OF ILLINOIS**

8504039

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 1/01

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VMP MORTGAGE FORMS - (800)521-7291

20014-01

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Lender's address is 1070 NORTH MILWAUKEE AVENUE
CHICAGO, ILLINOIS 60622

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **February 8, 2001**

The Note states that Borrower owes Lender **Two Hundred Thirty-Two Thousand and 00/100**
Dollars

(U.S. \$ 232,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **March 1, 2031**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award or damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the

COUNTY
of COOK [Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]:

SEE ATTACHED

Parcel ID Number: 17-10-203-027-1128 11-17-203-027-1129 which currently has the address of
233 E. ERIE #2108 [Street]
CHICAGO [City], Illinois 60611 [Zip Code]
("Property Address"):

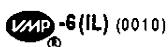
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. 8504039



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3. Funds for Escrow Items. Borrower shall pay to Lender on the day specified Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security; instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Premiums in accordance with the provisions of Section 10. These items are called "Escrow Premiums," At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

If Lender receives a payment from Borrower to a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments in such a way as to the extent that, each payment can be applied in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any partial payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unpaid funds. Lender may hold such unpaid funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under this Note and this Security Interest or performing the covenants and agreements secured by this Security Interest.

However, if any check or other instrument received by Lender as payment under this Note is returned to Lender unpaid, Lender may require that any or all subsequent payments made to Lender under this Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity, or (d) Electronic Funds Transfer.

which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings by, or defers against enforcement of the lien in, legal proceedings which in Lender's opinion operate to to Lender, but only so long as Borrower is performing such agreement; (b) contains the lien in good faith Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable Borrower shall promptly discharge any lien which has priority over this Security Instrument unless .

the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3. ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To attributable to the Property which can attain priority over this Security Instrument, leasehold payments or 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions to Borrower any Funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund up the deficiency in accordance with RESPA, but in no more than 12 months. monthly Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall under the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the excess funds in escrow, as defined under RESPA. If there is a shortage of Funds held in escrow, Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held account to If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall give to Borrower, without charge, an annual accounting of the funds to be paid on the Funds. Lender shall not be entitled to pay Borrower, without interest, that interest any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest or Applicable Law requires Lender to be paid on the Funds, Lender shall not be required to pay Borrower funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually general Home Loan Fund. Lender shall apply the Funds to pay the Escrow Items no later than the time instrumentality, or entity (including Lender, if Lender is an institution whose deposits are insured by a federal agency, Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, such amounts, that are then required under this Section 3.

Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in amount. Lender may require the waiver to be obligations under Section 9 to repay to Lender any such and pay such amount and Borrower shall then be obligated under Section 9 to exercise its rights under Section 9 Borrower fails to pay the amount due for an Escrow item, Lender may exercise its rights under Section 9 is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require.

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In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was issued by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall hold such insurance proceeds until Lender has had an opportunity to inspect such Property; to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progressive payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the remainder of the repair or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sole obligation of Borrower. If

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as beneficiary of such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewals of such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall include a standard mortgage clause, and shall name Lender as beneficiary of such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance premium or any other charge determined resulting from an obligation of Borrower.

3. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence during the term of the Loan, The insurance carrier providing the insurance chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for Flood zone determination, certification and tracking services; or (b) a one-time charge for Flood zone determination of any fees imposed by the Federal Emergency Management Agency in connection with the payment of any flood damage resulting from an occurrence by whatever

Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.



9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, or (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probable, for condemnation or forfeiture, for reorganization, or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is necessary to protect Lender's interest in the Property and instrument or to enforce laws or regulations), or (d) Borrower fails to pay for whatever is necessary to protect Lender's interest in the Property and instrument or to enforce laws or regulations, Lender may attain priority over this Security Instrument or to pay any sums secured by a Lien which has priority over this Security Instrument; (b) appealing in court; and (c) paying reasonable expenses. Lender's actions can include, but are not limited to: (a) paying any sums secured by a Lien on the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a Lien on the Property, and securing and/or preparing instruments, including protecting the value of the Property, and securing any sums paid by a Lender to protect the Property.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations included, but are not limited to, representations concerning Borrower's occupancy of the property as Borrower's principal residence.

Lender or its agent may make reasonable entries upon and inspectors of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifically listing such reasonable cause.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise specifies in writing, which consent shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, inssofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

Section 2. The excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in

Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund. Mortgagage Insurance, or any other terms of the Loan. Such agreements will not increase the amount (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for premiums paid to the insurer, the arrangement is often termed "capitive reinsurance". Further:

provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement derives from (or might be charged as) a portion of Borrower's payments for Mortgage Insurance, in any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, insurance premiums).

funds that the mortgage insurer may have available (which may include funds obtained from Mortgage these agreements. These agreements may require the mortgage insurer to make payment using any source are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Mortgage Insurance remunerates Lender (or any entity that purchases the Note) for certain losses it Section 10 affords Borrower's obligation to pay interest at the rate provided in the Note.

Lender providing for such termination is required by Applicable Law. Nothing in this requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender in making the Loan and Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's payments toward the premiums for Mortgage Insurance was required to make separately designed separate parallelly designated payments toward the premiums for Mortgage Insurance. If Lender required payments as a condition of making the Loan and Borrower shall pay the premiums required to pay interest by an insurer selected by Lender (if available), is obtained, and Lender requires reserve payments if Mortgage Insurance could not be made available, (in the amount and for the period that Lender requires) required to pay Borrower any interest on such loss reserve. Lender can no longer require loss non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be payable when the insurance coverage ceases to be in effect. Lender will accept, use and retain these premiums as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be provided to the cost of Borrower of the Mortgage previously paid from an alternate insurance selected by Lender. If substantially equivalent Mortgage Insurance is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were available, Borrower shall cease to pay to Lender separately designated payments that are available in the cost of Mortgage Insurance previously in effect, at a cost substantially equivalent to the previous insurance coverage required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain previous insurance coverage as such and Borrower was required to make separately designated payments Lender agrees to the merger in writing.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the payment. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless lease. If this Security Instrument is on a leasehold, Borrower shall bear interest at the Note rate from the date of

disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower actions authorized under this Section 9.

under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking action although Lender may take action under this Section 9, Lender does not have to do so and is not on or off. Although Lender may take other code violations or dangerous conditions, and have utilities turned from pipes, eliminate building or other code violations or dangerous conditions, and train water centering the Property to make repairs, change locks, replace or board up doors and windows, drain water its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, attorney's fees to protect its interest in the Property and/or rights under this Security Instrument, including

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12. Borrower Not Released; Forfeiture 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

applied in the order provided for in Section 2.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property are hereby assigned and shall be paid to Lender.

Any award or claim for damages that are attributable to the impairment of Lender's interest in the Property or rights under this Security Instrument. The Proceeds of impairment of Lender's interest in the Property or rights under this Security Instrument, by Lender, in Lender's judgment, precludes forfeiture of the Property or proceeding to collect dismissed with a ruling that, in Lender's judgment, causing the action or proceeding to be dismissed acceleration has occurred, remits all rights under this Security Instrument. Borrower can cure such a default and, if interest in the Property or rights under this Security Instrument is breached by Lender, Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower shall be in default if at any action or proceeding, whether civil or criminal, is begun that, in regard to Miscellaneous Proceeds

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an arrangement to 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 Miscellaneous Proceeds either or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party to collect the Miscellaneous Proceeds either to restoration or repair of the Property or to the value of the Property immediately before the partial taking, destruction, or loss in value which the fair market value of the event of a partial taking, destruction, or loss in value of the Property shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower in the event of a partial taking, destruction, or loss in value divided by (a) the total amount of the sums secured by this Security Instrument, or losses in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the event of a partial taking, destruction, or loss in value of the Property shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument, or losses in value of the Property in excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property, whether or not then due, with proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

proceeds shall be applied to the order provided for in Section 2.

Whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be lessened, if the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, be lessened, if the restoration or repair is not economically feasible or Lender's security would be lessened. If the restoration or repair is not required to pay Borrower any interest or earnings on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds, unless an agreement is made in writing applicable Law requires interest to be paid on such completed. Unless an agreement is made in a single disbursement or in a series of progress payments as the work is repaired, and restoration in a single disbursement or in a series of progress payments as the work is completed, provided that such inspection shall be undertaken promptly. Lender may pay for the Lender's satisfaction, provided that such Property is held such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to the satisfaction of the Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of

the Property, if the restoration or repair is economic, feasible and Lender's security is not lessened

During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds

assigned to and shall be paid to Lender.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby

terminated.

Mortgage Insurance Premiums that were unearned at the time of such cancellation or refund of any Mortgage Insurance Premiums to have the Mortgage Insurance terminated at the time of such cancellation or

Mortgage Insurance, to receive certain insurance terms, to request and obtain cancellation of the

may include the right to receive certain disclosures, to request and obtain cancellation of the

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the

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15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower when mailed by first class mail actually delivered to Borrower's home or office address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through Borrower's attorney unless Borrower has substituted a notice address by notice to Lender. Borrower shall promptly change of address, then Borrower shall only report a change of address through Borrower's attorney unless Lender has designated another address by notice to Lender. Any notice to Borrower's attorney shall be given by mailing it or by first class mail to Lender's address in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument

If the Loan is subject to a law which sets a 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 exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the permitted limits; and (b) any sums already collected from Borrower which exceed the charge to the permitted limit, and (c) any such loan charge shall be reduced by the amount necessary to reduce the principal limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the principal limits; and (b) any sums already collected from Borrower which exceed the charge to the permitted limit, and (c) any such loan charge shall be reduced by the amount necessary to reduce the principal limits.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorney's fees, property inspection and valuation fees, regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

13. Joint and several liability; Co-signers; Successors and Assigns round. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note ("a "co-signer") is co-signing this Security Instrument only to mortgagee, grant and convey the co-signer'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, (c) agrees that Lender and any other Borrower can agree to extend, modify, forgive or amend the terms of this Security Instrument, (d) is not personally liable for the debts of the other co-signers, and (e) is not personally liable for the debts of the other co-signers if the other co-signers make arrangements with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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20. Sale of Note; Change of Loan Servicer; Notice of Graveremance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale resulting in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan services obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

19. Borrower's Right to Remainder After Acceleration. If Borrower meets certain conditions, Borrower prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to remainder; or (c) entry of a judgment enforcing this Security instrument. Those conditions are that no remittance; or (d) such other period as Applicable Law might specify for the termination of Borrower's right to remainder if no acceleration had occurred; (b) causes any default of another covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security instrument; and (d) makes such reparation as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security instrument to pay the sums secured by this Note under this Security instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms: (a) such reinstatement sums and expenses in one or more orders; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency and instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement as if no acceleration had occurred, this obligation shall remain fully effective as if no acceleration had occurred. However, this section shall not apply in the case of acceleration under Section 18.

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 given in accordance with Section 15 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.

"Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18,
make any action.

giving effect without the concluding provision.
As used in this Security Instrument: (a) words of the masculine gender shall mean and include
correctly responding neuter words of the feminine gender; (b) words in the singular shall mean and
include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations contained in the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations contained in this Security Instrument or the Note.

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N.C.

Initials:
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Borrower shall not cause or permit the presence, use, disposition, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property, (a) that is in violation of any Environmental Substances, or (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintainance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental agency or regulatory party involving the Property and any Hazardous Substance or Environmental Agency or private party involved, (b) any violation of any Environmental Condition, including but not limited to, any spilling, leaking, discharging, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental authority, or any private party, that any removal or other remediation of any Hazardous Substance affords the value of the Property, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Clean-up.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response to a condition, or removal action, as defined in Environmental Law; and (d) an "Environmental Action", remedial action, or removal action, contribute to, or otherwise trigger an Environmental Cleanup.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as defined in Article 18) to sue for or against any member of a class (the "Class") or for any other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provided in this Section 20.

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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insurance Borrower may be able to obtain on its own. Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to and any other charges Lender may impose in connection with the placement of the insurance, until the insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, provide coverage required by Borrower's agreement with Lender, Lender may purchase insurance of the insurance coverage required by Borrower's provides Lender with evidence

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence all rights under and by virtue of the Illinois homestead exemption laws.

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is permitted under Applicable Law.

including, but not limited to, reasonable attorney's fees and costs of title evidence. shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, without further demand and may foreclose this Security Instrument by judicial proceeding. Lender option may require immediate payment in full of all sums secured by this Security Instrument and foreclosure proceeding the non-existent or any other defense of Borrower to acceleration further inform Borrower of the right to remitiate after acceleration and the right to assert in the this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall default on or before the date specified in the notice may result in acceleration of the sums secured by the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the acceleration under Section 18 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 Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a)

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

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Form 3014 1/01
NCS 20014-14

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WMD-6(1L) (0010)

8504039

-Borrower _____
(Seal) _____

Louis I. BROUGH
-Borrower _____
(Seal) _____

THOMAS J. BROUGH
-Borrower _____
(Seal) _____

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

10126342

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Form 3014 1/01
NDC 20014-115

JAC
Initials:

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NAD-6(L) (0010)

8504039

My Commis^{sion} or Expires: 12/20/03
Notary Public
Given under my hand and official seal, this 8th day of February, 2001
Instrument as his/her/their free and voluntary act, for the uses and purposes herein set forth.
Appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument,
I, *the undersigned*, Notary Public in and for said county and
STATE OF ILLINOIS, County ss:
I, *the undersigned*, state do hereby certify that THOMAS J. BROUGH
and LOUIS J. BROUGH
Instrument

My Commis^{sion} or Expires: 12/20/03
Notary Public
Given under my hand and official seal, this 8th day of February, 2001
Instrument as his/her/their free and voluntary act, for the uses and purposes herein set forth.
Appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument,
I, *the undersigned*, Notary Public in and for said county and
STATE OF ILLINOIS, County ss:
I, *the undersigned*, state do hereby certify that THOMAS J. BROUGH
and LOUIS J. BROUGH
Instrument

VMF MORTGAGE FORMS - (800) 521-7291
Page 1 of 3 Initials: *JDF* Date: 2021-01-01

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

8504039

WMP-8R (0008) Form 3140 1/01

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, imposed pursuant to the Constituent Documents.

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or Any other document which creates the Condominium Project; (ii) By-Laws; (iii) Code of Regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

The "Condominium Project" includes Borrower's interest in, together with an undivided interest in the common elements of, a condominium project known as [Property Address] (Name of Condominium Project). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

STREETVIEW

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as [Property Address]

233 E. BRIE #2108, CHICAGO, ILLINOIS 60611
(the "Lender") at the same date and covering the Property described in the Security Instrument and located at: Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to Secure Borrower's Note to ANCCHOR MORTGAGE CORPORATION 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 Note to ANCCHOR MORTGAGE CORPORATION

THIS CONDOMINIUM RIDER is made this 8th day of February, 2001,

CONDOMINIUM RIDER

20215-02

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(8000)-8R

Form 3140 1/01

Initials:

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E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Condominium Documents if the provision is for self-management benefit of Lender; (iii) termination of professional management of the express benefit of Lender; (iv) any action which would have the effect of rendering the public liability insurance maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the same rate and shall be payable, with interest, upon notice from Lender to Borrower reducing payment.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the property, whether or the unit or of the common elements, or for any convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that Owners Association maintains a public liability insurance policy acceptable in form, amount, and

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due with the excess, if any, paid to Borrower.

What Lender requires as a condition of this waiver can change during the term of the loan.

then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property coverage on the Property, and (iii) Borrower's obligation under Section 6 required coverage is provided by the Owners Association policy.

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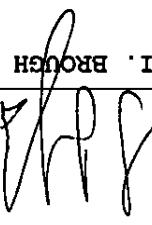
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NDC 20216-03


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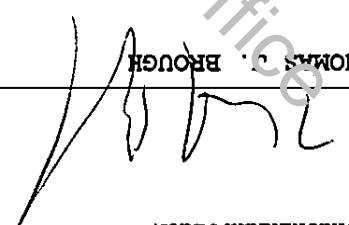
WMP-BR (0008)

8504039

-Borrower
(Seal)



LOUIS I. BROUGH



THOMAS J. BROUGH

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this
Contractual Rider.

10126342

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20484
DSC

To be made a part of the Mortgage Note referenced herein
ENDORSEMENT ALLOGE

Re: Mortgage Note Dated: February 8, 2001
Loan Number: 8504039

Mortgagors: THOMAS J. BROUGH
and LOUIS I. BROUGH

Property Address: 233 E. ERIE #2108
CHICAGO, ILLINOIS 60611

Loan Amount: \$232,000.00

PAY TO THE ORDER OF
WELLS FARGO HOME MORTGAGE, INC., A CALIFORNIA CORPORATION

WITHOUT RECORDS ON FEBRUARY 13, 2001

ANCHOR MORTGAGE CORPORATION
1070 NORTH MILWAUKEE AVENUE
CHICAGO, ILLINOIS 60622

AMY SABO
VICE PRESIDENT

10126342

UNOFFICIAL COPY

PARCEL 1: LEGAL DESCRIPTION: # 1129
 STREET ADDRESS: 233 E. BRIE, UNITS 2108 & 2109
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER: 17-10-203-027-1128

ALL OF THE PROPERTY AND SPACE LYING ABOVE AND EXTENDING UPWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 119.30 FEET ABOVE CHICAGO CITY DATUM (AND WHICH IS ALSO THE LOWER SURFACE OF THE FLOOR SLAB OF THE NINTH FLOOR, IN THE 26 STORY BUILDING SITUATED ON THE PARCEL OF LAND HEREBY REDESCRIBED) AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD OF LOTS 20 TO 24, BOTH INCLOSIVE, AND VERITICALLY UPWARD OF A PARCEL OF LAND COMPRISING OF LOTS 25 AND 26, TOGETHER WITH THE LOT 25 (EXCEPT THAT PART OF LOT 25 LYING WEST OF THE CENTER OF THE PROPERTY WALL OF THE BUILDING NOW STANDING THE DIVIDING LINE BETWEEN LOTS 25 AND 26), TOGETHER WITH THE PROPERTY AND SPACE LYING BELOW SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 119.30 FEET ABOVE CHICAGO CITY DATUM (AND WHICH PLANE COINCIDES WITH THE LOWEST SURFACE 118.13 FEET ABOVE CHICAGO CITY DATUM (AND WHICH PLANE COINCIDES WITH THE LOWEST SURFACE WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD OF THE SOUTH 17.96 FEET OF A FORESAID PARCEL OF LAND, ALL IN THE SUBDIVISION OF THE WEST 394 FEET OF BLOCK 32, (EXCEPT THE EAST 14 FEET OF THE NORTH 80 FEET THEREOF), IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF COMMONDOMINIUM RECORDED AS DOCUMENT NUMBER 26017897 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

DOCUMENT NUMBER 26017897 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF COMMONDOMINIUM RECORDED AS AGREEMENT BETWEEN EDWIN B. SHELDON AND HEATON OSMOND RECORDED AUGUST 11, 1892 AS EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND ASSIGNMENTS DATED OCTOBER 1, 1891 AND RECORDED OCTOBER 2, 1981 AS DOCUMENT 26017894 AND AS CREATED BY DEED RECORDED AS DOCUMENT 26017895.

PARCEL 3: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND ASSIGNMENTS DATED OCTOBER 1, 1891 AND RECORDED OCTOBER 2, 1981 AS DOCUMENT 26017894 AND AS CREATED BY DEED RECORDED AS DOCUMENT 26017895.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF LOT 25 OF THE RIGHT TO MAINTAIN PARTY WALL AS ESTABLISHED BY AGREEMENT BETWEEN EDWIN B. SHELDON AND HEATON OSMOND RECORDED AUGUST 11, 1892 AS DOCUMENT 1715549 ON THAT PART OF LOTS 25 AND 26 IN KINZIE'S ADDITION AFROSAID OCCUPIED BY THE WEST 1/2 OF THE PARTY WALL, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND ASSIGNMENTS DATED OCTOBER 1, 1891 AND RECORDED OCTOBER 2, 1981 AS DOCUMENT 26017894 AND AS CREATED BY DEED RECORDED AS DOCUMENT 26017895.