NOFFICIAL C11/8193 7.001 Page 1 of 19

Return To:

CHASE MANHATT: N MORTGAGE CORPORATION
1500 NORTH 19
MONROE, LA
1201

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2001-05-25-13:58:14

Cook County Recorder 111.56

0010553969

ATTENTION: 1 A CERTIFICATION DEPT - 3 SOUTH
Prepared By: MARY DO SEARLES

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#### **MORTGAGE**

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FIRST AMERICAN LENDERS ADVANTACE ORDER # LAR 48611

#### **DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 1: 20 and 21. Certain rules legalding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is used June 13, 2001 together with all Rider to this document.

(B) "Borrower" is CYNTHIA PRICE, UNMARRIED

Borrower is the morte gor under this Security Instrument:

(C) "Lender" is CHASE MANHATTAN MORTGAGE CORPORATION

Lender is a CORPC RATION organized and existing under the laws of the State of New Jersey

ILLINOIS - Single Family FNMA/FHLMC UNIFORM INSTRUMENT

-6(IL) (9904)

Page 1 of 15

VMP MORTGAGE FOR \$ - (\$00)621-7291



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# FROM-FIRST AMERICAN LENDERS ADV TEXAS 2142226926 T-172 P.24/43 F-976 UNOFFICIAL COPY

Lender's address is 3 3 THORNALL ST EDISON NJ 08837
Lender is the mortgage, under this Security Instrument.
(D) "Note" means the plomissory note signed by Borrower and dated. June 11, 2001
The Note states that Bo lower owes Lender
Sixty-Six Tho sand, and 00/100 Dollars
(U.S. \$ 66,00 00 ) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than July 1, 2016
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property."
(F) "Loan" means the ebt 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 at riders to this Security Instrument that are executed by Borrower. The following
riders are to the execute by Borrower [check box as applicable]:
Adjustable ka's k der X Condominium Rider Second Home Rider
Balloon Rider Planned Unit Development Rider 1-4 Family Rider
VA Rider Biweekly Payment Rider Other(s) [specify]
$O_{\mathcal{L}}$
(H) "Applicable Law means all convolling applicable federal, state and local statutes, regulations,
ordinances and admini: rative rules and orders (that have the effect of law) as well as all applicable final
non-appealable judicial opinions.
(I) "Community Asso lation Dues, Fees up. Assessments" means all dues, fees, assessments and other
charges that are impued on Borrower or the Property by a condominium association, homeowners
association or similar c iganization.
(J) "Electronic Fund Transfer" means any transfer of funds, other than a transaction originated by
check, draft, or simil paper instrument, which is missed through an electronic terminal, telephonic
instrument, computer, or magnetic tape so as to order, instrument, or authorize a finantial institution to debi
or credit an account. uch term includes, but is not limited to, point-of-sale transfers, automated telle
machine transactions, transfers initiated by telephone, wire musfers, and automated clearinghouse
transfers.
(K) "Escrow Items" n an those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
by any third party (ot) or than insurance proceeds paid under the coverages described in Section 5) for (i
damage to, or destruc ion of, the Property. (ii) condemnation or other taking of all or any part of the
Property, (iii) convey hee in lieu of condemnation or (iv) misrepresentations of, do omissions as to, the
value and/or condition of the Property:
(M) "Mortgage Insur nee" means insurance protecting Lender against the nonpayment of, and default on
the Loan.
(N) "Periodic Paymer." means the regularly scheduled amount due for (1) principal and interes under the
Note, plus (2) any arm unis under Section 3 of this Security Instrument.
(O) "RESPA" means he Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and it
implementing regulation, Regulation X (24-C.F.R. Part 3500), as they might be amended from time to
time, or any additiona 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 assure id Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGH IS IN THE PROPERTY

located in the -COUNTY of COOK

This Security Instrume I secures to Lender: (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (b) the performance of Borrower's covenants and agreements under this Security Instrumen and the Note. For this purpose, Borrower does hereby mortglage, grant and convey to Lender and Lender successors and assigns, with power of sale, the following described property [Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]:

000 x 00x C004 ( See Attached Legal Description

Parcel ID Number: 1139. which currently has the address of 4800 S CHICAGO BEACH DR ON HIOLA [Street] [Ciry], Illinois [Zip Code] HICAGO:

("Property Address")::

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

BORROWER CI VENANTS 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 unencumber at except for encumbrances of reco a. Borrower warrants and will defend generally the title to the Property against all claims and demands, sibject to any encumbrances of record.

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

UNIFORM COV ENANTS. 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 evidences by the Note and any prepayment charges a d 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.

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agreements secured by, his Security Instrument.

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currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is a numed to Lender unpaid, Lender may require that any or all subsequent payments due under the Note at a this Security Instrument be made in one or more of the following forms, as selected by Lender: (i 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 federal agency, instrum intality, or entity or (d) Electronic Funds Transfer.

Payments are dee, sed received by Lender when received at the location designated in the Note or at such other location as r lay be designated by Lender in accordance with the notice provisions in Section 15. Lender may return ar payment(s) or partial payment(s) if the payment(s) or partial payment(s) are insufficient to bring the Loan current. Lender may accept any payment(s) or partial payment(s) insufficient to bring the Loan curr ht, without waiver of any rights hereunder or prejudice to its rights to refuse such payment() or partial r lyment(s) in the future, but Lender is not obligated to apply such payments at the time such parments ar accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need for pay i kerest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment 7 to 1 ing the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall to r apply such funds or return them to Bottower. If not applied earlier, such funds will be applied to the just anding principal balance under the Note immediately putor to foreclosure. No offset or claim which for ower might have now or in the future against Lender thall relieve Borrower from making payment due under the Note and this Security Instrument or performing the covenants and

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2; all payments accepted and applied by I ender shall be applied in the following order of priority: (1) interest due under the Note; () principal due voder the Note; (3) 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 v. late charges, second w my other amounts due under this Security Instrument, and

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to p is any late charge due, the payment may be applied to the delinquent payment and the late charge. If mor than one Periodic Payment is outs arting, Lender may apply any payment received from Borrower to the epayment of the Periodic Payments it, and to the extent that, each payment can be paid in full. To the exem that any excess exists after the paym at is applied to the full payment of one or more Periodic Paymer s, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any repayment charges and then as described in the Now.

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

3. Funds for E. trow Items. Borrower shall pay to Lender on the day Francic Payments are due under the Note, until he Note is paid in full, a sum (the "Funds") to provide for plant of amounts due for: (a) taxes and assa isments and other items which can attain priority over this Scurity Instrument as a lien or encumbrance ch the Property; (b) leasehold payments or ground rents on the Property if any; (c) premiums for any an all insurance required by Lender under Section 5; and (ii) Mortgag, insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums accordance with the provisions of Section 10. These items are called "Facrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Pe's and Assessments, if any, he escrowed by Borrower, and such dues, fees and assessments shall be & Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Se tion. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to I ender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the eve t of such waiver, Borrower shall pay directly, when and whele payable, the amounts

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Funds as required by F ESPA.

payments.

to Borrower any Fund held by Lender.

due for any Escrow Iter is for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender eccipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agree neat contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. I Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its lights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Sectio 15 and, upon such revocation, Borrower shall pay to Lenler all Funds, and in such amounts, that are ten required under this Section 3.

Lender may, at a y time, collect and hold Funds in an amount (1) sufficient to permit Lender to apply the Fonds at the time specified under RESPA and (2) not to exceed the maximum amount a lender can require under RES. A. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable

The Funds of all be held in an institution whose deposits are insured by a federal agency, instrumentality, or entil (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loa donk. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESP/ Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow a count, or verifying the Escrow Items, unless Lender pays Berrower interest on the Funds and Applicable law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest o be paid on the Funds, Lender shall not be required to pay Borrower any interest or earning on the Funds. Lorrower and Lender can agree in writing, however, that interest shall be paid on the Finds. Lender shall give to Borrower, without charge, an annual accounting of the

If there is a surr us of Funds held in escrove, as defined under RESPA, Linder shall account to Borrower for the excest funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESI A, Lender shall notify Borrow(12) required by RESPA, and Borrower shall pay to Lender the amount ne essary to make up the shortage it excordance with RESPAI but in no more than twelve monthly paym his. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify B crower as required by RESPA, and Lorrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESFA, by in no more than twelve monthly

Upon payment ir full of all sums secured by this Security Instrum of Jender shall promptly refund

4. Charges; Licks. Borrower shall pay all taxes, assessments, charge, times, and impositions autributable to the Pro erry which can attain priority over this Security Instrument, leasehold payments or ground rents on the Pr perty, if any, and Community Association Dues, Pees, and Assertments, if any. To the extent that these it ins are Escrow Items, Borrower shall pay them in the manner provide 4 in Section 3. Borrower shall p ompily discharge any lien which has priority over this Security Incomment unless Borrower: (a) agrees i writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith. by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) cures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Securi / Instrument. If Lender determines that any part of the Property is subject to a lien which can attain prior by over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. 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 orth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used t | Lender in connection with this Loan.

Lender to Borrower re uesting payment.

5. Property Insurance. Borrower shall keep the improvements now existing of hereafter erected on the Property insured at first loss by fire, hazards included within the term "extended coverage," and any other hazards including but not limited to, carthquakes 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 sentences can charge during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove B rrower's choice, which right shall not be exercised unreasonably. Lender may require Borower to p y, in connection with this Loan, either: (1) a one-time charge for flood zone determination, certifica ion and tracking services or (2) a one-time charge for flood zone determination and certification sayices and subsequent charges each time remappings or similar changes occur which reasonably might affer such determination or certification. Borrower shall also be responsible for the payment of any is aposed by the Federal Emergency Management Agency in connection with the review of any flood in a determination resulting from an objection by Borrower.

If Borrower fails a caintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's prion and Borrower's expense. Lender is under no obligation to purchase any particular type or amo nt of soverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, orrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrows could have obtain 4. Any amounts disbursed by Lender under this Section 5 shall become additional deb. of Borrower secured c, this Security Instrument. These amounts shall bear interest at the Note rate from he date of disbursement and small be payable, with such interest, upon notice from

All insurance policies required by Lender and renevals of such policies shall be subject to Lender's right to disapprove st th policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as a additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender equires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Bc rower obtains any form of insurance coverage not otherwise required by Lender, for damage to, or des juction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as I ortgagee and/or as an additional loss payee:

In the event of hiss, Borrower shall give prompt notice to the insurance course and Lender. Lender may make proof of los if not made promptly by Borrower. Unless Lender and polytower otherwise agree in writing, any insurar be proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restorati in 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 shell be we the right to hold such insurance p poceeds until Lender has had an opportunity to inspect such Property is ensure the work has been competed 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 exercis of progress payments is the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be baid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings a 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 rep: r is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be app led to the sums secured by this Security Instrument, whether or not then due, with

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

If Borrower aban ons the Property, Lender may file, negotiate and settle any available insurance claim and related matte s. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has of gred 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 (1) Borrower's rights to any insurance proceeds in an amount for to exceed the amounts unpaid under the Note or this Sedurity Instrument, and (2) any other of Borre ver's rights (other than the right to any refund of unearned premiums paid by Borrower) under all in prance policies covering the Property, insofar as such rights are applicable to the coverage of the Propert |. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid inder the Note or this Security Instrument, whether or not then due.

6. Occupancy. E prower shall occupy, establish, and use the Property as Borrower's principal residence within sixty cays after the execution of this Security Instrument and shall dontinue to occupy the Property as Bergower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in the ling, which consent shall not be unreasonably withheld, by unless extenuating

circumstances exist which are beyond Borrower's control.

7. Preservation, a atenance and Protection of the Property; Inspection. Borrower shall not destroy, damage or it can the Property, allow the Property to deteriorate or commit waste on the Property. Whether or : of Borrover is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deveriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically fedsible, Borrower shall promptly repair the I operty if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower. shall be responsible to repairing or restoring to Property only if Lender has released proceeds for such purposes. Lender may isburse proceeds for the repurs and restoration in a single payment or in a series of progress payments as t e work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restorate h.

Lender or its again may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lend r may inspect the interior of the improversents on the Property. Lender shall give Borrower notice at the ime of or prior to such an interior inspection specifying such reasonable cause.

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

9. Protection of lender's Interest in the Property and Rights Under this Security Jastrument. If (1) Borrower fails to p form the covenants and agreements contained in this Security Instrument. (2) there is a legal proceeding t at might significantly affect Lender's interest in the Property and/or aring under this Security Instrumer (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture for enforcement of a lien which may attain priority over this Security Instrument of to enforce laws or regulations), or (3) Be rower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to, (1) paying any sums secured by a lien which has priority of it this Security Instrument, (2) appearing in court, and [3) paying reasonable

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assigned to and shall be paid to Lender.

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

Any amounts dislursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Securit Instrument. These amounts 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

If this Security Ir trument is on a leasehold, Borrower shall comply with all the provisions of the lease. If nor ower acquires fee title to the Property, the leasehold and the fee title shall not merge unless

10. Morte: pe Ins rance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pro the remiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance hoverage required by Lender ceases to be available from the mortgage insurer that previously provided sur insurance and Borrower was required to make separately designated payments toward the premiums of Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially huival art to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrover of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lend a. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shift continue to pay in Lender the amount of the separately designated payments that were due when the interance coverage cost to be in effect. Lender will accept use and retain these payments as a non-ref indable loss reserve in fieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwirl standing the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrow it any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mt tgage Insurance coverage (in one amount and for the period that Lender requires) provided by an insure selected by Lender again becomes available, is obtained, and Lender requires separately designated p. Iments toward the premiums for Mo. 1922 Insurance. If Lender required Mortgage Insurance as a conditic of making the Loan and Borrower was required to make separately designated payments toward the remiums for Mongage Insurance; Borrower shall pay the gremiums required to maintain Mortgage Ins trance in effect, or to provide a non-refundable loss reserve, until the Lender's requirement for Mortga le Insurance ends in accordance with any written agreement between Borrower and Lender providing for sigh termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borre ver's obligation to pay interest at the rate provided in the volc.

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

If the Property is amaged, such Miscellaneous Proceeds shall be applied to restolation or repair of the Property, if the responation or repair is economically feasible and Lender's security is not lessened. During such repair and estoration period, Lender shall have the right to hold such Miscellaneous Acceeds until Lender has had a poportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, p byided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an a reement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceed: Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscel meous Proceeds shall be applied to the sums secured by this Security Instrument,

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applied in the order pro-ided for in Section 2.

whether or not then due with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be

the excess, if any, paid > Borrower.

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property i amediately before the partial taking, destruction, or loss in value is equal to or greater than the amoun of the sums secured by this Security Instrument immediately before the partial taking, destruction, or oss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Macellaneous Proceeds multiplied by the follo ring fraction: (a) the total amount of the sums secured infraediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the artial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a ratifal taking, destruction, or loss in value of the Property in which the fair market value of the broperty remediately before the partial taking, destruction, or loss in value is less than the amount of the sure se ured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender Jerwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are then due.

regard to Miscellaneous Proceeds.

If the Property is a andoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as def hed in the pext sentence) offers to make an award 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 Miscellanecus Proceeds either to restoration or repair of the Property or to the sums secured by this Se urity Instrument whether or not then due. "Opposing Party" means the third party that owes Borrower Mi cellaneous Process of the party against whom Borrower has a right of action in

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in 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 It strument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 10, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for lamages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or coair of the Property shall be applied in the order pro fided for in Section 2.

preclude the exercise of any right or remedy.

12. Borrower No Released; Forbearance By Lender Not a Waiver. Cuession of the time for payment or modification of amortization of the sums secured by this Security Instrum to granted by Lender to Borrower or any Suc essor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in In crest of Borrower. Lender shall not be required to commende place dings against any Successor in Inter st of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sum secured by this Security Instrument by reason of any demand made by to original Bottower or any Succes fors in Interest of Bottower. Any forbearance by Lender in exercising any right or remedy including, with but limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest o Borrower or in amounts less than the amount then due, shall not be a waiver of or

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound Borrower covenants and agrees that Borrowe 's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security isstrument but does not execute the Note (a "co-signer"); a) is co-signing this



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Security Instrument on y to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Astrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) ag ses that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodat has with regard to the terms of this Security Instrument or the Note without the

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

14. Loan Charg 5. Lender may charge Borrower fees for services performed in connection with Borrower's lefault, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, in Juding, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other 1 les, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall n it be construed as a prohibition on the charging of such fee. Hender may not charge fees that are expres to be to be this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other local charges collected or to be collected in connection with the Loan exceed the permitted limits, then: [a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Le ider may choose to make this refund by jeducing the principal: owed under the Note it by making a direct payment to Borrower. If a refund reduces principal, the reduction will be trea id as a partial presument without any prepayment charge (whether or not a prepayment charge is a lovided for under the More). Borrower's acceptance of any such refund made by direct payment to Borre wer will constitute a wa ver of any right of action Borrower hight have arising out

15. Notices. All onces given by Borrower or Lender in connection with this Security Instrument must be in writing. An notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Bo rower when mailed by first class mail or when actually delivered to Borrower's notice address if sent b other means. Notice to any one Borrover shall constitute obtice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has de ignated a substitute notice address by notice to Lorder. Borrower shall promotive notify Lender of Borro ver's change of address. If Lender specifies a province for reporting Borrower's change of address, ther Borrower shall only report a change of address through that specified procedure. There may be only on designated notice address under this Security Instrument, any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class may or Lender's address stated herein unless I inder has designated another address by notice to Borrower Any notice in connection with this Schurity Instrument shall not be deemed to have been given to Leider and actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable I aw requirement will satisfy the corresponding requirement under this Security

16. Governing I aw; Severability; Rules of Construction. This Security Instrument shall be governed by federal la and the law of the jurisdiction in which the Property is lecated. All rights and obligations contained h this Security Instrument are subject to any requirements and limitations of Applicable Law. Appli able Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable

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Law, such conflict shal not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this scurity Instrument: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's C py. 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, "Interest in the Propert | means any legal or beneficial interest in the Property, including, but not limited to, those beneficial inte ests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the i trent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part c, the Property or any Interest in the Property is sold or transferred (or if Borrower is not a naillal person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consert. Lends may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal

Section 18.

If Lender exercise, 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 wast 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 wit out further nonce or demand on Borrower.

19. Borrower's light to Re astale After Acceleration. If Borrower meets certain conditions, Borrower shall have it right to have rate rement of this Security Instrument disjontinued at any time prior to the earliest of: i) five days before salt of the Property pursuant to any power of sale contained in this Security Instrumen ; (ii) such other period as Applicable Law might specify for the termination of Borrower's right to n instate; or (iii) entry of a judgment enforcing this Security Instrument. Those conditions are that Bo rower: (a) pays Lender all sums which then would be due under this Security instrument and the Not as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays al expenses incurred in enforcing the Security Instrument, including, but not limited to, reasonable attorney; fees, property inspection and valuator fees, and other fees incurred for the purpose of protecting I ender's interest in the Property and rights under this Securify Instrument; and (d) takes such action as L hder may reasonably require to assure that Lembr's interest in the Property and rights under this Secur ly Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall cont hue unchanged unless as otherwise provided under applicable Law. Lender may require that Borrower I by such reinstatement sums and expenses in one or thorz of the following forms, as selected by Lender: ( ) cash, (b) money order, (c) certified check, bank clarck treasurer's check or cashier's check, provined any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity or (d) Electronic Funds Transfer. Upon real statement by Borrower, this Securit Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurr d. However, this right to reinstate shall not apply in the case of acceleration under

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial intro- t in the Note (together wit this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale mig it result 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 servicing obligations u der 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 wil be given written notice of the change which will state the name and address of the new Loan Servicer, it address to which payments should be made and any other information RESPA

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

Neither Borrower for Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the 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 provid s 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 gi en to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuon, to section 18 shall be deemed to satisfy the notice and opportudity to take corrective

21. Hazardous Substances. As used in this Section 21: (1) "Hazardous Substances" are those substances defined as title or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: / asoline kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile jolvenis, reaterials containing ashestos or formaldehyde, and radioactive materials; (2) "Environmental Lat " means fede at I we and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (3) "Environmental Cleanup" includes any response action, remedial action or removal action, as defined in Environmental Law and (4) an "Environmental" Condition" means a condition that can cause contribute to, or otherwise trigger an Environmental

Borrower shall no cause or permit the presence use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Horrower shall not do, nor allow anyone else () do, anything affecting the Property (1) that is in violation of any Environmental Law, (2) which creates in Environmental Condition or (3) which, due to the presence, use, or release of a Hazardous Substance, teates a condition that adversely affects the value of the Property. The preceding two sentences shall ne apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances hat are generally recognized to be appropriate to restmal residential uses and to maintenance of the Progrety (including, but not limited to, hazardous substance in consumer products).

Borrower shall pr imptly give Lender written notice of (1) any investigation, claim, demand, lawsuit or other action by any lovernmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (2) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, teless or threat of release of any Hazarda as Substance, and (3) any condition caused by the presence, use or release of a Hazardous Substance valich adversely affects the value of the Property. If Borrower learns, or is notified by any governmental c regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on

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lights in my no men and her by The transformation of the second with the first the contract of the second of the contract of t The following the man are the following the first the second and the first the second as है के इंडिया है। जिल्हा के किया है के लिए हैं के अपने के लिए हैं के किया है ह ्रों कर हुए स्ट्रीय पहुँ रहे हैं। इस राज्य स्ट्री स्ट्रीय है के इसमाने हैं। उत्तरी, इस देखें स्ट्री जो हो हो ह , the manufacture of the energy consultation is also standard and the second of the Contraction is the contract of an above the first of a contract conk ak di Provincia (1965), di kangga Papak ka dimbi diki diba kipita miki di baka basa kangga miki di Kanga bas The grown and and additional to the property of the conthe total and the and the same The Book of the me to the book of the week to a great with metall were the state of the second of th Control of the Company of the control of the contro and the same of the form operations for the property of the content of with a respect of a consection of the first of (1916年)1916年(1917年)1916年(1916年)1916年,1916年1月1日(1916年)1916年,1916年(1916年)1916年,1916年 radii sejibad jebb The state of the particular of the state of The same of the factor of the factor of the fine of the same of th The state of the s A commence of the distribution of the second E TO A TO MAKE THE COMMENT OF THE STREET WAS AND THE

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

22. Acceleration, Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the act on required to cure the default; (c) a date, not less than 30 days from the date the notice is given to I prrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrume t, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borro er of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclaure. If the default is not cured on or before the date specified in the notice, Lender at its option may require i hmediate payment in full of all sums secured by this Security Instrument without furner demaild and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not be led to, reasonable attorneys' fees and costs of title evidence

- 23. Release. Upc payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. B remer shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security issrum at, but only if the fee is paid to a third party for services rendered and the charging of the fee is parmitted under Applicable Law.
  - 24. Waiver of H. mestead. Borrower vaives all right of homestead exemption in the Property.

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BY SIGNING BE OW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witnesses: (Seal) -Borrower (Seal) -Borrower (Seal) -Borrower THIA PRICE (Seal) (Seal) -Bostower -Borrower

12 Clant (Seal) (Seal) -Borrower -Borrower

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state do hereby certify t at

CYNTHIA PRICE, INMARRIED

County ss:

, a Notary Public in and for said county and

personally known to m to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me thi day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/th ir free and voluntary act, for the uses and purposes therein sel forth.

Giver under my hand and official seal, this

13th .

day of June, 2001

My Commission Papire 18 - 13 - 03

Notary Public

OFFICIAL SEAL SHARON M ULBRICH

NOTARY PUBLIC, STATE OF ILLINOIS ISSION EXPIRES:08/18 J3

John Clark Office

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#### **CONDOMINIUM RIDER**

THIS CONDOMI HIUM RIDER is made this

day of June 2001

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Sec rity Instrument") of the same date given by the undersigned (the "Borrower") to secure Bor. L'ver's Noic o CHASE MANHATTAN MORTGAGE CORPORATION

, a corporation organized and existing under the laws of the State of lew Jersey

"Lender") of the same take and covering the Property described in the Security Instrument and located at:

4800 S CHICAC BEACH DR, CHICAGO, IL 60615

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project kr bwn at: KENWOOD

[Name of Condominium Project]

(the "Condominium Pro ect"). If the owners association or other entity which acts for the Condominium Project (the "Owners ssociation") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

then:

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agrae 40 follows:

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 or regulations; and (iv) other equivalent comments. Borrower shall promptly pay, when die, all ques and assessments imposed pursuant to the Constituent Documents.

B. Property Insu ance. So long as the Owners Association maintains, win a generally accepted insurance carrier, a "u ster" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which pro ides 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 require insurance,

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

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Page 1 of 3 VMP MORTGAGE FORMS

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(i) Lender w lives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments fet property insurance on the Property; and

policy.

(ii) Borrowe s obligation under Section 5 to maintain property insurance coverage on the Property is deemed sati fied to the extent that the required coverage is provided by the Owners Association

Whe Lender requies as a condition of this waiver can change during the term of the loan.

Borrower shall g le Lender prompt notice of any lapse in required property insurance coverage provided by the master ir blanker policy.

In the event of a c stribution 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 sin 4 he 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. C. Public Liabili insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Associatio maintains a public liability insurance policy acceptable in form, amount, and

extent of coverage to L inder.

D. Condemnatio . The proceeds of any award or claim for damages, direct or consequential, payable to Borrower is connection with my condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned an shall be paid to Ler ar. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Securit 11.

E. Lender's Pric | Consent. Borrower shall not except after notice to Lender and with Lender's prior written consent, e ther partition or subdivide the Property or consent to:

(i) the aban burnent 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 condemnati in or eminent domain;

express benefit of Lenc ir;

(ii) any ame diment to any provision of the Constituent Documents if the provision is for the

Association: or

(iii) termina on of professional management and assumption of calf-management of the Owners

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owr its Association unacceptable to Lender.

F. Remedies. If forrower does not pay condominium dues and assessments then due, then Lender may pay them. Any ar ounts 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 Note rate and shall be payable, with interest, pon notice from Lender to Borrower requesting payment.

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Page 2 of 3

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BY SIGNING BE, OW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

(Seal) (Seal)

(Seal) -Borrower

D C/O/A/S \_\_(Seal)

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#### **EXHIBIT "A"**

#### LEGAL DESCRIPTION:

UNIT NUMBER 1014-N IN THE NEWPORT CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: BLOCK 1 IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID BLOCK 1 THAT PAT THEREOF WHICH LIES NORTHEASTERLY OF A LINE 40 FEET SOUTHEASTERLY FROM AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID BLOCK.) (SAID PARALLEL LINE "L"ING THE ARC OF A CIRCLE HAVING A RADIUS OF 1568. 16 FEET CONVEX SOUTHWESTEFL.") IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF "CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, "AS DOCUMENT 24,730,609 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMONLY ELPMENTS IN COOK COUNTY, ILLINOIS.

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County Clark's Office

Property of Cook County Clerk's Office

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