## UNOFFICIAL CORREST

2001-09-20 15:51:33

Cook County Recorder

RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO: WORLD SAVINGS **CENTRAL PROCESSING CENTER** CLOSING DEPARTMENT P.O. BOX 659548 SAN ANTONIO, TX 78265-9548

PREPARED BY: DORRIE BRENNAN WORLD SAVINGS P.O. BOX 659548 SAN ANTONIO, TX

78265-954

LOAN NUMBER:

00 15873375

NOTE AMOUNT:

**\$72,175.00** 

FOR RECORDER'S USE ONLY

**MORTGAGE** 

THIS IS A FIRST MORTGAGE WHICH SECURES A NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE, FREQUENCY AND AMOUNT OF PAYMENTS AND PRINCIPAL BALANCE (INCLUDING FUTURE ADVANCES AND DEFERRED INTEREST). AT LENDER'S OPTION THE SECURED NOTE MAY BE RENEWED OR RENEGOTIATED.

THE MAXIMUM AGGREGATE PRINCIPAL BALANCE SECURED BY THIS MORTGAGE \$90,218.75 WHICH IS 125 % OF THE "NOTE AMOUNT".

DEFINITIONS OF WORDS USED IN THIS MOTIFICAGE

Security Instrument. This Mortgage, which is dated AUGUST 31, 2001, will be called the "Security Instrument."

Borrower, SAIMA NASEEM, A MARRIED WOMAN

STEWART TITLE OF ILLINOIS 2N.LA SALLE ST., SUITE 1920 M. LA JALLESI. JULINOIS 60602 CHICAGO, ILLINOIS 60602

sometimes will be called "Borrower" and sometimes simply "I" or "me."

Lender. WORLD SAVINGS BANK, FSB, A FEDERAL SAVINGS EANK \* \* , ITS SUCCESSORS AND/OR ASSIGNEES, will be called "Lender." Lender is A FEDERAL SAVINGS BANK \* \* \* \* \* \* which is organized and exists under the laws of the United States. Lender's address is 1901 HARRISON STREET, OAKLAND, CALIFORNIA

SD043A1 (07.30.99/2-99) A43A

Page 1 MORTGAGE-ADJ. BIWEEKLY IL

LENDER'S USE ONLY

67-07-201-059

DEFERRED INTEREST 17V#

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- All rights in other property that I have as owner of the Described Property. These rights are known as easements, rights and appurtenances attached to the Property;
  - All rents or royalties and other income from the Described Property;
- (v) All mineral, oil and gas rights and profits, water rights and stock that are part of the Described Property;
- All rights that I have in the land which lies in the streets or roads in front of, behind or next to, the Described Property;
- All fixtures that are now or in the future will be on the Described Property or on the property described in subsection (ii) of this Section;
- of the rights and property described in subsections (ii) through (vii) of this Section that I acquire in the future;
- (ix) All replacements of or additions to the property described in subsections (ii) through (viii) of this Section: and
  - All of the amounts that I pay to Lender under Paragraph 2 below.

#### BORROWER'S RIGHT TO GRANT A SECURITY INTEREST IN THE PROPERTY AND IV. BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (i) I lawfully own to Property; (ii) I have the right to mortgage, grant and convey the Property to Lender; and (iii) there are no outstanding claims, charges, liens or encumbrances against the Property, except for those which are of public record.

I give a general warranty of title to Lender This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership 3/6/4'S O/4 of the Property against any claims of such rights.

#### COVENANTS

I promise and I agree with Lender as follows:

#### BORROWER'S PROMISE TO PAY 1.

I will pay to Lender, on time, all principal and interest due under the Secured Notes and any prepayment and late charges due under the Secured Notes.

#### PAYMENTS FOR TAXES AND INSURANCE 2.

**Borrower's Obligations** 

I will pay all amounts necessary to pay taxes and hazard insurance premiums on the Property as well as assessments, leasehold payments, ground rents or mortgage insurance premiums (if any).

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#### (B) Escrow Accounts

Subject to applicable law, no escrow shall be required except upon written demand by Lender, in which case, I shall pay to Lender on the day payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes, penalties and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for an escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and/or applicable law permits Lender to make such a charge However, Lender may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay me any interest or earnings on the Funds. Lender shall give to me vithout charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to me for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify me in writing, and, in such case I shall pay to Lender the amount necessary to make up the deficiency or shortage. I shall make up the deficiency or shortage in accordance with the requirements of the Lender, at its sole discretion, in the manner and times prescribed by RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to me any Funds held by Lender. If, under paragraph 28, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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If I obtain earthquake insurance, any other hazard insurance, credit life and/or disability insurance, or any other insurance on or relating to the Property or the Secured Notes and which are not specifically required by Lender, I will name Lender as loss payee of any proceeds.

If there is a loss or damage to the Property, I will promptly notify the proper insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "Proceeds." Any Proceeds received will be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining the Proceeds, and then, at Lender's option and in the order and proportion as Lender may determine in its sole and absolute discretion, regardless of any impairment or lack of impairment on security, as follows: (A) to the extent allowed by applicable law, to the Sums Secured in a manner that Lender determines and/or (B) to the payment of costs and expenses of necessary repairs or to the restoration of the Property to a condition satisfactory to Lender, such application to be made in the manner and at the times as determined by Lender.

If I abandon the Froperty or if I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may collect the Proceeds. Lender may use the Froceeds to repair or restore the Property or to pay the Sums Secured. The 30-day period will begin when the notice is given.

If any Proceeds are used to reduce the amount of principal which I owe to Lender under the Secured Notes, that use will not delay the due date or change the amount of any of my biweekly payments under the Secured Notes and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

If Lender acquires the Property under Paragraph 27 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the Sums Secured immediately before the Property is acquired by Lender or sold.

If I am required by Lender to pay premiums for mortgago insurance, I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law.

### 6. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FLILFILL ANY LEASE OBLIGATIONS

I will keep the Property in good repair. I will not destroy or substantially change the Property and I will not allow the Property to deteriorate. I will keep and maintain the Property in compliance with any state or federal hazardous materials and hazardous waste laws. I will not use, generate, manufacture or store any hazardous materials or hazardous waste on, under or about the Property. I will indemnify, defend and hold harmless Lender and its employees, officers and directors and their successors from any claims, damages or costs for required or necessary repair or the removal of hazardous waste or any other hazardous materials claim. If I do not own but am a tenant on the property, I will fulfill my obligations under my lease. I also agree that, if I acquire the fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

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#### CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS 10.

(A) Borrower's Obligations

Lender may allow a Person who takes over my rights and obligations subject to this Security Instrument to delay or to change the amount of the biweekly payments of principal and interest due under the Secured Notes or under this Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under the Secured Notes and under this Security Instrument.

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security Instrument, even if Lender is requested to do so.

'er der's Rights

Even if Lender does not exercise or enforce any of its rights under this Security Instrument or under the law, Lender will still have all of those rights and may exercise and enforce them in the juture. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will have the right under Paragraph 27 below to demand that I make immediate payment in full of the amounts that I owe to Lender under the Secured Notes and under this Security Instrument.

#### OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER BORROWER'S 11. RIGHTS OR OBLIGATIONS

Any Person who takes over my rights or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Society Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured.

#### **MAXIMUM LOAN CHARGES** 12.

If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or over loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower Lender may choose to make this refund by reducing the principal owed under the Secured Notes or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Secured Notes.

#### LEGISLATION AFFECTING LENDER'S RIGHTS 13.

If a change in applicable law would make any provision of the Secured Notes or this Security Instrument unenforceable, Lender may require that I make immediate payment in full of all Sums Secured by this Security Instrument.

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#### 14. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT

address. Any notice required by this Security Instrument is given when it is mailed or when it

is delivered according to the requirements of this Paragraph 14 or of applicable law.

#### 15. GOVERNING LAW; SEVERABILITY

This Security Instrument and the Secured Notes shall be governed by and construed under federal law and federal rules and regulations including those for federally charterer, savings institutions, called "Federal Law." In the event that any of the terms or provisions of this Security Instrument or the Secured Notes are interpreted or construed by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of this Security Instrument or the Secured Notes.

#### 16. BORROWER'S COPY

I acknowledge the receipt of one conformed copy of the Secured Notes and of this Security Instrument.

### 17. LENDER'S RIGHTS TO RENTAL PAYMENTS AND TO TAKE POSSESSION OF THE PROPERTY

If Lender requires immediate payment in full or if I abandon the Property, then Lender, Persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments, including overdue rental payments, directly from the tenants; (B), enter upon and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change rental agreements and leases. If Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph 17, I agree that the tenants may make those rental payments to Lender without having to ask (i) Lender whether I have failed to keep my promises and agreements under this Security Instrument, or (ii) me for my permission to do so.

If Lender acts to have the Property sold after a Breach of Duty as defined in Paragraph 28, I understand and agree that (A) my right to occupy the Property ceases at the time the Property is sold; (B) I shall have no right to occupy the Property after such sale without the written consent of the new owner of the Property; and (C) any wrongful and unlawful possession of the Property may subject me to monetary damages, including the loss of reasonable rent and the cost of eviction. All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 17, will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the Sums Secured. The costs of managing the Property may include the receiver's fees, reasonable attorneys' fees and the costs of any necessary bonds.

#### 18. INJURY TO PROPERTY; ASSIGNMENT OF RIGHTS

An assignment is a transfer of rights to another. I may have rights to bring legal action against persons, other than Lender, for injury or damage to the Property or in connection with the loan made to me by Lender and which arose or will arise before or after

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### 26. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

Acceleration of Payment of Sums Secured. Lender may, at its option, require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may, at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by Federal Law in effect on the date of the Security Instrument.

If Lender exercises the option to require immediate payment in full, Lender will give me notice of acceleration. If I fail to pay all Sums Secured by this Security Instrument immediately, Lender may then or thereafter invoke any remedies permitted by this Security Instrument without further notice to or demand on me.

Exception to Acceleration of Payment of Sums Secured. If the sale or transfer of all or any part of the Property, or of a beneficial interest in Borrower, if Borrower is not a natural Person, is the first one to occur after the date of this Security Instrument, Lender will not exercise the option to accelerate payment in full of all Sums Secured and the loan may be assumed if:

- (i) Lender receives a completed written application from transferee to evaluate the creditworthiness of transferee as if a new loan were being made to the transferee by Lender;
  - (ii) Lender approves the creditwortniness of the transferee in writing;
- (iii) transferee makes a cash downpayment sufficient to meet Lender's then current underwriting standards;
- (iv) an assumption fee, in an amount to be determined by Lender (but not to exceed 1% of the balance of principal and interest due under the Secured Notes at the time of sale or transfer of the Property or of the interest in the Borrower) is paid to Lender; and
- (v) the transferee executes an assumption agreement which is satisfactory to Lender, such assumption agreement providing for transferee opening a deposit account with Lender, or with a bank or savings and loan which has been approved by Londer, for direct payment as provided in the secured notes.

The loan may be assumed under its then existing terms and conditions with one exception; the Lifetime Rate Cap may be changed. The Lifetime Rate Cap chall be changed to an interest rate which is the sum of the interest rate in effect on the date of a sale or transfer of the Property or beneficial interest in Borrower plus 5 percentage points, if that sum exceeds the Lifetime Rate Cap stated in the Secured Notes.

#### 27. RIGHTS OF THE LENDER IF THERE IS A BREACH OF DUTY

It will be called a "Breach of Duty" if (i) I do not pay the full amount of each biweekly payment on the date it is due; or (ii) I fail to perform any of my promises or agreements under the Note or this Security Instrument; or (iii) any statement made in my application for this loan was materially false or misleading or if any statement in my application for this loan was materially false or misleading by reason of my omission of certain facts; or (iv) I have made any other statement to Lender in connection with this loan that is materially false or misleading. If there is a Breach of Duty by me, Lender may demand an immediate payment of all sums secured.

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If there is a Breach of Duty by me, the Lender may take action to have the Property sold under any applicable Federal Law, rule or regulation and, where Federal Law is not applicable, under the law of the state where the Property is located, which will be called the "Applicable Law."

Lender does not have to give me notice of a Breach of Duty unless notice is required by Applicable Law. If Lender does not make a demand for full payment upon a Breach of Duty, Lender may make a demand for full payment upon any other Breach of Duty.

If there is a Breach of Duty, Lender may also take action to have a receiver appointed under the Applicable Law to collect rents from any tenants on the Property and to manage the Property. The action to appoint a receiver may be taken without prior notice to me and regardless of the value of the Property.

The sale of the Property may be postponed by or at the direction of Lender except as limited or prohibited by the Applicable Law. If the Property is sold under the Applicable Law, I agree that it may be sold in one parcel. I also agree that Lender may add to the amount that I owe to Leidar all legal fees, costs, allowances, and disbursements incurred as a result of the action to sell the Property, except to the extent that the Applicable Law limits or prohibits any such charges

Lender will apply the proceeds from the sale of the Property in the following order: (A) to all fees, expenses and costs incorred in connection with the sale, including trustees' and attorneys' fees, if any; (B) to all Sums Secured by this Security Instrument; and (C) any excess to the Person or Persons legally entitled to it.

LENDER'S OBLIGATION TO DISCHARGE THIS SECURITY INSTRUMENT 28.

When Lender has been paid all of the amounts secured by this Security Instrument, Lender shall release or cancel this Security Instrument without charge to me except that I will pay any recordation costs.

STATEMENT OF OBLIGATION 29.

To the extent allowed by law, I will give Lender a fee for furnishing any statement of obligation with respect to this Security Instrument or the Secured Notes

WAIVER OF HOMESTEAD 30.

My right to any applicable homestead exemption in the Property is waive 1

THIS SPACE INTENTIONALLY LEFT BLANK.

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#### QUICK QUALIFYING LOAN PROGRAM

I have qualified for this loan by making statements of fact which were relied upon by Lender to approve the loan rapidly. This loan is called a "Quick Qualifying Loan." I have stated and I confirm that: (A) I do not have any other Quick Qualifying Loans with Lender; (B) I have agreed to not further encumber the Property and do not intend to further encumber the Property for at least six months after the date of the Secured Notes and this Security Instrument; and (C) If I am purchasing the Property, all of the terms of the purchase agreement submitted to Lender are true and the entire down payment is cash from my own funds.

If any of the statements of fact that I have made are materially false or misleading, I will be in default under the Secured Notes and this Security Instrument. If I am in such default, Lender may, at its option, increase the interest rate and margin subject to the Lifetime in the Column Co Rate Cap stated in the Secured Notes.

THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE FAGE FOLLOWS. Office BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument and in any rider(s) signed by me and recorded in proper official records.

### (PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)

BORROWER(S):

X and a	(Seal)
SÁTMA NASEEM	
SAIMA NASEEM	
	(Seal)
	(Seal)
O'A	
	(Seal)
College	
4	(CII
	(Seal)
	(Seal)
C	
	(Seal)

ATTACH INDIVIDUAL NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS, )SS COUNTY OF
(/ 1 )
I,, A NOTARY PUBLIC IN AND FOR
SAID STATE AND COUNTY, DO HEREBY CERTIFY
THAT Saima Noseem a harried woman
PERCONALLY KNOWN TO ME TO BE THE SAME DEDSON (S) WHOSE
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON (S) WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT
APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED
THAT SIGNED AND DELIVERED THE SAID INSTRUMENT
ASFREE AND VOLUNTARY ACT, FOR THE USES AND
PURPOSES THEREIN SET FORTH.
CIVEN LINDER MY HAND AND OFFICIAL SEAL, THIS 3/8 DAY OF
GIVEN ONDER IN TIAND OF TOUR OF THE
august, 2001.
Commission expires: 83-3:03 Waren War
Notary Public
OFFICIAL SEAL'
DARCY J. BRODS 1
Notary Public, 3th Notary Public
Notary Public, State 0.3/30/2003 My Commission Exp. 03/30/2003

## UNOFFICIAL GORY708

STATE OF ILLINOIS )SS COUNTY OF
I, the when the mass of the said state and county, do hereby certify that Should A. Mas sood
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON (S) WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT SIGNED AND DELIVERED THE SAID INSTRUMENT AS FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 3/3 DAY OF Mayor, 2001.  Commission expires: 03-3-3-3  Notary Public State of Illinois Notary Public State of Illi
My Commission Exp. 03/30/2003

LOAN NUMBER: 0015873375

BORROWER(S)' SPOUSE(S): The undersigned hereby joins in this Security Instrument for the sole purpose of subordinating, conveying and/or waiving any current or potential interest in the Property. By signing below, the undersigned subordinates, conveys and/or waives any and all rights, interests or claims in the Property, including, but not limited to, homestead, marital or joint-occupancy rights. No personal liability under the Note is hereby incurred by the undersigned joining spouse.

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)

BORROWER(S)' SPOUSE(S):	
Cardinate	(Seal)
O <sub>f</sub> C <sub>O</sub>	(Seal)
Colynx	
4hx	(Seal)
C/6/7/	(Seal)
	O (Seal)
	(J-68)
	(Seal)



### EXHIBIT "A" LEGAL DESCRIPTION

LOAN NO.	0015873375
E0/11/1101	

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF COOK STATE OF THE INDIS \* \* \* \* \* \* \* DESCRIBED AS FOLLOWS:

Parcel 1: Unit 1, A.ea 7, Lot 8 in Barrington Square Unit Number 1, being a subdivision of part of the Northeast 1/4 of Section 7, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded November 14, 1969 as document 21013529, in Cook County, Illinois.

Parcel 2: Easements appurtenant to Parcel 1 as set forth in declaration document 21178177.

GF430A1 (02.15.01/1-01) R30A REV. (07.15.01/2-01)