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2002-12-03 10:58:30

Cook County Recorder

38.00



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FOUNDERS BANK  
3052 WEST 111TH STREET  
CHICAGO, ILLINOIS 60655

NOTE AND MORTGAGE LOAN  
MODIFICATION AGREEMENT

MODIFICATION AGREEMENT MADE AUGUST 21, 2002, between FOUNDERS BANK (The Mortgagee) of 3052 West 111th Street, Chicago, Illinois 60655 and PATRICK J. CROTTY Mortgagor) of 758 North Larrabee, Unit 434, Chicago, Illinois 60610.

RECITALS

WHEREAS,

A. The Mortgagee is the holder of a certain note dated on June 21, 2002 and executed and delivered to the Mortgagee by the Mortgagor on or about June 21, 2002 in the amount of TWENTY-ONE THOUSAND AND NO/100 (\$ 21,000.00 ) DOLLARS (the Note): and

WHEREAS,

B. The Note is secured by a certain Real Estate Mortgage dated June 21, 2002 and recorded June 25, 2002, as Document Number 0030706784 in COOK County, State of Illinois,, (The Mortgage), and by an Assignment of Rents-Leases dated N/A and recorded N/A, as Document Number N/A in COOK County, State of Illinois, on real property (the Mortgaged Premises) commonly known as 758 LARRABEE, UNIT 434, CHICAGO, ILLINOIS, 60610 and legally described as follows (or as attached as Exhibit "A");

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

Mortgagor and Mortgagee wish to modify certain terms of either the Note or the Mortgage, or both, without the necessity of rewriting the Note and/or the Mortgage and without affecting the obligations of the Mortgagor under the Note and Mortgage (except as set forth in this Modification Agreement).

*Handwritten signature and initials:*  
SJS  
mro  
CW

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NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable considerations, the Mortgagor and Mortgagee agree as follows:

1. The Mortgagor and Mortgagee acknowledge, that as of the date hereof, there is owing upon the Note, the principal sum of TWENTY THOUSAND NINE HUNDRED SEVENTY-THREE AND 96/100 (\$20,973.96) DOLLARS, with interest thereon from August 21, 2002.

2. As designated by the initials of the Mortgagor and by an "X" in the box adjacent, it is agreed that, as of the date hereof that those provisions of the Note or the Mortgage, or both, that pertain to the underlined language below shall be, and the same are, hereby modified and amended by the language set forth after the appropriate underlined portion which is acknowledged by the "X" and the Mortgagor's initials.

**MODIFICATION OF TERMS OF THE NOTE:**

- XX 0 Interest Rate. The interest rate of EIGHT PERCENT ( 8.00%) per annum adjusted to a rate of SEVEN AND THREE-QUARTERS PERCENT (7.750 %) Per annum on the remaining principal balance.
- 0 Default Rate. The default rate after default or acceleration shall be equal to \_\_\_\_\_ (\_\_\_\_\_% ) per annum.
- XX 0 Monthly Installment. The monthly installment payment shall be ONE HUNDRED FIFTY AND 39/100 (\$ 150.39) \_\_\_\_\_ effective August 21, 2002, which includes payments of principal and interest.
- 0 Maturity Date. The entire indebtedness including principal, accrued interest and all other charges evidenced by the Note, shall be due and payable on the \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_ (Maturity Date).
- 0 Date of Payment. The due date for the monthly payment is changed from \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_, and on that same day each month thereafter.
- 0 Prepayment Penalty. prepayment of the Note may be made. However, if prepayment of the entire balance is made within three (3) years from the date of this Modification Agreement the Mortgagee may, if allowed by law, charge as a prepayment penalty an amount equal to One (1.0%) Percent of the amount of the prepayment made.
- 0 Late Payment Charge. A late payment charge (if allowed) may be made in the amount of \_\_\_\_\_ (\_\_\_\_\_% ) Percent or TEN DOLLARS (\$10.00) whichever is the largest, of the amount of any payment received by Mortgagee Ten (10) days after the due date either set forth in the Note or as modified herein.

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MODIFICATION OF MORTGAGE TERMS:

\_\_\_\_\_ 0 Amount Secured The principal amount secured by the Mortgage is (increased) (reduced) to the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS, plus interest as set forth in the Note or as modified by this Agreement.

MODIFICATION - OTHER

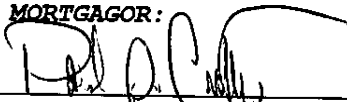
\_\_\_\_\_ 0 The Note or Mortgage, or both are additionally modified as follows or as modified herein:  
\_\_\_\_\_  
\_\_\_\_\_

3. The parties agree that the Note and the Mortgage, including such changes, modifications, and amendments as are herein contained, are in full force and effect with respect to each and every other term and provision thereof, and nothing herein contained shall in any way affect the lien of the Mortgage on the Mortgaged Premises. Nothing contained in this Modification Agreement shall impair the enforcement of the Note or the Mortgage or the security now held for the indebtedness thereunder, nor alter, or waive, annul, vary or effect any other provision, term, conditions, covenants, duties, obligations or remedies available under the Note and Mortgage therein, except as herein modified. It is the intention of the parties that the terms and provisions of all the original loan documents, including the Note and Mortgage, shall continue in full force and effect, together with those sections as modified by this Agreement.

4. If Mortgagor consists of two or more persons, the liability of such persons hereunder shall be joint and several.

5. This Agreement shall be binding upon the heirs, successors, and assigns with respect to the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

For the purpose of this Agreement it is executed and effective as of the date of this Agreement set forth above.

MORTGAGOR:  
  
\_\_\_\_\_


PATRICK J. CROTTY

STATE OF ILLINOIS )

) SS:

COUNTY OF COOK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, this Agreement was acknowledged before me by PATRICK J. CROTTY

  
Notary Public "NOTARIAL SEAL"  
Cook County, ILLINOIS  
My Commission expires \_\_\_\_\_  
Notary Public, State of Illinois  
My Commission Expires 03/13/03

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WITNESSES:

MORTGAGEE

FOUNDERS BANK

Judith A. Dillon VP  
JUDITH A. DILLON, VICE PRESIDENT

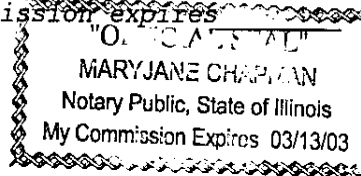
STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for said County, personally appeared JUDITH A. DILLON, VICE PRESIDENT OF FOUNDERS BANK and acknowledged the foregoing instrument on behalf of said Bank.

Mary Jane Chapman  
Notary Public  
Cook County, Ill  
My Commission expires \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

Mary Jane Chapman  
3052 West 111th St.  
Chicago, Illinois 60655



PIN 17-09-113-001-0000

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## LEGAL DESCRIPTION

PARCEL A:

UNIT <sup>434</sup> AND <sup>64-147</sup> IN ONE RIVER PLACE CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

A TRACT OF LAND COMPRISED OF SUB-LOTS 1 AND 2 IN RESUBDIVISION OF LOTS 2 TO 8, BOTH INCLUSIVE, IN BLOCK 81, TOGETHER WITH A PARCEL OF LAND 66 FEET WIDE EAST OF AND ADJOINING, ALSO THE WEST 1 FOOT OF LOTS 2 TO 8, BOTH INCLUSIVE, IN BLOCK 82, ALL IN RUSSELL, MATHER AND ROBERTS' SECOND ADDITION TO CHICAGO, ALSO LOTS 9 AND 10 IN BLOCK 81, PARTS OF LOTS 2 TO 10, BOTH INCLUSIVE, IN BLOCK 82 TOGETHER WITH A STRIP OF LAND 66 FEET WIDE LYING BETWEEN SAID BLOCKS 81 AND 82, TOGETHER WITH A STRIP OF LAND LYING WEST OF AND ADJOINING THE AFORESAID PARCELS OF LAND AND EAST OF THE EASTERLY DOCK LINE OF THE CHICAGO RIVER, ALL IN RUSSELL, MATHER AND ROBERTS' SECOND ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LARRABEE STREET (BEING THE WEST LINE OF THE EAST 30 FEET OF AFORESAID BLOCK 82) AND THE SOUTH LINE OF CHICAGO AVENUE; THENCE WEST, ALONG THE SOUTH LINE OF CHICAGO AVENUE, ON AN ASSUMED BEARING OF NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 213.66 FEET TO THE EASTERLY DOCK LINE OF THE CHICAGO RIVER; THENCE SOUTH 00 DEGREES, 19 MINUTES, 38 SECONDS WEST, ALONG SAID DOCK LINE, 328.27 FEET TO THE SOUTHERLY FACE AND ITS EXTENSION OF AN EIGHT STORY BRICK BUILDING; THENCE NORTH 39 DEGREES, 29 MINUTES, 41 SECONDS EAST, ALONG SAID BUILDING FACE, 218.31 FEET TO THE AFORESAID WEST LINE OF LARRABEE STREET; THENCE NORTH 00 DEGREE, 29 MINUTES, 14 SECONDS WEST, ALONG SAID WEST LINE, 326.35 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE EAST 49.00 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 10.00 FEET OF THE EAST 49.00 FEET OF THE FOLLOWING TRACT OF LAND:

A TRACT OF LAND COMPRISED OF SUB-LOTS 1 AND 2 IN RESUBDIVISION OF LOTS 2 TO 8, BOTH INCLUSIVE, IN BLOCK 81, TOGETHER WITH A PARCEL OF LAND 66 FEET WIDE EAST OF AND ADJOINING, ALSO THE WEST 1 FOOT OF LOTS 2 TO 8, BOTH INCLUSIVE, IN BLOCK 82, ALL IN RUSSELL, MATHER AND ROBERTS' SECOND ADDITION TO CHICAGO, ALSO LOTS 9 AND 10 IN BLOCK 81, PARTS OF LOTS 2 TO 10, BOTH INCLUSIVE, IN BLOCK 82 TOGETHER WITH A STRIP OF LAND 66 FEET WIDE LYING BETWEEN SAID BLOCKS 81 AND 82, TOGETHER WITH A STRIP OF LAND LYING WEST OF AND ADJOINING THE AFORESAID PARCELS OF LAND AND EAST OF THE EASTERLY DOCK LINE OF THE CHICAGO RIVER, ALL IN RUSSELL, MATHER AND ROBERTS' SECOND ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LARRABEE STREET (BEING THE WEST LINE OF THE EAST 30 FEET OF AFORESAID BLOCK 82) AND THE SOUTH LINE OF

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CHICAGO AVENUE; THENCE WEST, ALONG THE SOUTH LINE OF CHICAGO AVENUE, ON AN ASSUMED BEARING OF NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 213.66 FEET TO THE EASTERLY DOCK LINE OF THE CHICAGO RIVER; THENCE SOUTH 00 DEGREES, 19 MINUTES, 33 SECONDS WEST, ALONG SAID DOCK LINE, 328.27 FEET TO THE SOUTHERLY FACE AND ITS EXTENSION OF AN EIGHT STORY BRICK BUILDING; THENCE NORTH 89 DEGREES, 29 MINUTES, 41 SECONDS EAST, ALONG SAID BUILDING FACE, 218.31 FEET TO THE AFORESAID WEST LINE OF LARRABEE STREET; THENCE NORTH 00 DEGREES, 29 MINUTES, 14 SECONDS WEST, ALONG SAID WEST LINE, 325.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

PERPETUAL, NON-EXCLUSIVE EASEMENT TO PERMIT THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, USE AND OPERATION OF THE PURCHASER PUD DEVELOPMENT REQUIREMENTS AND UNDERGROUND UTILITIES, FOR THE BENEFIT OF PARCELS 1 AND 2, AS CREATED BY EASEMENT AGREEMENT RECORDED NOVEMBER 30, 2000 AS DOCUMENT NUMBER 00939072 OVER THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 2 TO 9, BOTH INCLUSIVE, IN BLOCK 82 IN RUSSELL, MATHER AND ROBERT'S SECOND ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LARRABEE STREET (BEING THE WEST LINE OF THE EAST 30 FEET OF AFORESAID BLOCK 82) AND THE SOUTH LINE OF CHICAGO AVENUE; THENCE WEST, ALONG THE SOUTH LINE OF CHICAGO AVENUE, ON AN ASSUMED BEARING OF NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 39.00 FEET; THENCE SOUTH 00 DEGREES, 29 MINUTES, 14 SECONDS WEST 284.53 FEET; THENCE NORTH 89 DEGREES, 29 MINUTES, 41 SECONDS EAST, 39.00 FEET TO THE AFORESAID WEST LINE OF LARRABEE STREET; THENCE NORTH 00 DEGREES, 29 MINUTES, 14 SECONDS WEST, ALONG SAID WEST LINE, 284.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

PERPETUAL, NON-EXCLUSIVE EASEMENT TO PERMIT THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, USE AND OPERATION OF A DRIVEWAY CONNECTING THE INGRESS AND EGRESS DRIVEWAY TO NORTH LARRABEE STREET FOR THE BENEFIT OF PARCELS 1 AND 2, AS CREATED BY EASEMENT AGREEMENT INSTRUMENT RECORDED NOVEMBER 30, 2000 AS DOCUMENT NUMBER 00939072 OVER THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 9 AND 10 IN BLOCK 82 IN RUSSELL, MATHER AND ROBERTS' SECOND ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF LARRABEE STREET (BEING THE WEST LINE OF THE EAST 30 FEET OF AFORESAID BLOCK 82) AND THE SOUTH LINE OF CHICAGO AVENUE; THENCE WEST, ALONG THE SOUTH LINE OF CHICAGO AVENUE, ON AN ASSUMED BEARING OF NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 39.00 FEET; THENCE SOUTH 00 DEGREES, 29 MINUTES, 14 SECONDS WEST 284.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES, 29 MINUTES, 14 SECONDS WEST, 42.16 FEET TO THE SOUTH FACE AND AND ITS EXTENSION OF AN EIGHT STORY BRICK BUILDING; THENCE NORTH 89 DEGREES, 29 MINUTES, 41 SECONDS EAST, ALONG THE

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EXTENSION OF SAID BUILDING FACE, 39.00 FEET TO THE AFORESAID WEST LINE OF LARRABEE STREET; THENCE NORTH 90 DEGREES, 29 MINUTES, 14 SECONDS WEST, ALONG SAID WEST LINE, 42.16 FEET; THENCE SOUTH 89 DEGREES, 29 MINUTES, 41 SECONDS WEST 39.00 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 5:

PERPETUAL, NON-EXCLUSIVE EASEMENT TO PERMIT THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, USE AND OPERATION OF THE DRIVEWAY RAMP FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY EASEMENT AGREEMENT RECORDED NOVEMBER 30, 2000 AS DOCUMENT NUMBER 00939072 OVER THE FOLLOWING DESCRIBED REAL ESTATE;

THAT PART OF LOTS 9 AND 10 IN BLOCK 81, LOTS 9 AND 10 IN BLOCK 82, A PARCEL OF LAND EAST OF THE EASTERLY DOCK LINE OF THE CHICAGO RIVER AND WEST OF AND ADJOINING SAID LOTS 9 AND 10 IN BLOCK 81 TOGETHER WITH A PARCEL OF LAND, 66.00 FEET WIDE LYING BETWEEN SAID BLOCKS 81 AND 82 ALL IN RUSSELL, MATHER AND ROBERTS' SECOND ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF LARRABEE STREET (BEING THE WEST LINE OF THE EAST 30 FEET AFORESAID BLOCK 82) AND THE SOUTH LINE OF CHICAGO AVENUE; THENCE WEST, ALONG THE SOUTH LINE OF CHICAGO AVENUE, ON AN ASSUMED BEARING OF NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 213.66 FEET TO THE EASTERLY DOCK LINE OF DEGREES, 00 MINUTES, 00 SECONDS WEST, 213.66 FEET TO THE EASTERLY DOCK LINE OF THE CHICAGO RIVER; THENCE SOUTH 00 DEGREES, 19 MINUTES, 38 SECONDS WEST, ALONG SAID DOCK LINE, 328.27 FEET TO THE SOUTHERLY FACE AND ITS EXTENSION OF AN EIGHT STORY BRICK BUILDING AND THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 29 MINUTES, 41 SECONDS EAST, ALONG SAID BUILDING FACE, 218.31 FEET TO THE AFORESAID WEST LINE OF LARRABEE STREET; THENCE SOUTH 90 DEGREES, 29 MINUTES, 14 SECONDS EAST, ALONG SAID WEST LINE, 42.16 FEET; THENCE SOUTH 89 DEGREES, 29 MINUTES, 41 SECONDS WEST, ALONG A LINE 27 FEET SOUTH OF AND PARALLEL WITH SAID BUILDING FACE, 218.71 FEET TO THE EASTERLY DOCK LINE OF THE CHICAGO RIVER, THENCE NORTH 90 DEGREES, 19 MINUTES, 38 SECONDS EAST, 27.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 6:

PERPETUAL, NON-EXCLUSIVE EASEMENT TO PERMIT THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, USE AND OPERATION OF THE PEDESTRIAN WALKWAY, FOR THE BENEFIT OF PARCELS 1 AND 2, AS CREATED BY EASEMENT AGREEMENT RECORDED NOVEMBER 30, 2000 AS DOCUMENT NUMBER 00939072 OVER THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 9 AND 10 IN BLOCK 81, LOTS 9 AND 10 IN BLOCK 82, A PARCEL OF LAND EAST OF THE EASTERLY DOCK LINE OF THE CHICAGO RIVER AND WEST OF AND ADJOINING SAID LOTS 9 AND 10 IN BLOCK 81 TOGETHER WITH A PARCEL OF LAND, 66.00 FEET WIDE LYING BETWEEN SAID BLOCKS 81 AND 82 ALL IN RUSSELL, MATHER AND ROBERTS' SECOND ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

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COMMENCING AT THE INTERSECTION OF THE WEST LINE OF LARRABEE STREET (BEING THE WEST LINE OF THE EAST 30 FEET AFORESAID OF BLOCK 82) AND THE SOUTH LINE OF CHICAGO AVENUE; THENCE WEST, ALONG THE SOUTH LINE OF CHICAGO AVENUE, ON AN ASSUMED BEARING OF NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 213.66 FEET TO THE EASTERLY DOCK LINE OF THE CHICAGO RIVER; THENCE SOUTH 00 DEGREES,

19 MINUTES, 38 SECONDS WEST ALONG SAID DOCK LINE, 355.27 FEET TO A LINE 27.00 SOUTH OF AND PARALLEL WITH THE SOUTHERLY FACE AND ITS EXTENSION OF AN EIGHT STORY BRICK BUILDING AND THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 29 MINUTES, 41 SECONDS WEST, ALONG SAID PARALLEL LINE, 218.71 FEET TO THE AFORESAID WEST LINE OF LARRABEE STREET; THENCE SOUTH 00 DEGREES, 29 MINUTES, 14 SECONDS EAST, ALONG SAID WEST LINE, 5.00 FEET; THENCE SOUTH 89 DEGREES, 29 MINUTES, 41 SECONDS WEST, ALONG A LINE 32 FEET SOUTH OF AND PARALLEL WITH SAID BUILDING FACE, 218.78 FEET TO THE EASTERLY DOCK LINE OF THE CHICAGO RIVER; THENCE NORTH 00 DEGREES, 19 MINUTES, 38 SECONDS EAST, 5.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0020441899, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL B:

THE EXCLUSIVE RIGHT TO USE STORAGE LOCKER <sup>S-98</sup>, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0020441899.

PIN: 17-09-113-001; 17-09-113-002; 17-09-113-003; 17-09-113-004; 17-09-113-005  
& 17-09-500-001

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