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0322729053

Eugene "Gene" Moore Fee: \$44.00
Cook County Recorder of Deeds
Date: 08/15/2003 09:00 AM Pg: 1 of 11

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(Space Above This Line For Recording Data)

THIS MORTGAGE ("Security Instrument") is given on July 14, 2003 .

The mortgager is, KATHIE MARREN, a unmarried woman,

10cp

("Borrower").

This Security Instrument is given to
RICHARD T. HOYNE AND MARIAN E. HOYNE

and whose address is 713 Saddlewood Drive, Wauconda, Il 60084

("Lender").

Borrower owes Lender the principal sum of SEVENTY THOUSAND DOLLARS AND NO CENTS (\$70000.00) plus interest at the rate of SEVEN PER CENT (7%) per annum, which debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note") which provides monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 1, 2013.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

See attached

Permanent index No. 02-15-407-049-1097
which has the address of 140 W. WOOD, UNIT 105, PALATINE, IL. 60067
("Property Address")

1287080

ATGF, INC.

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· TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without 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 the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, finds and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amount disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payment.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not

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be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. 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 other loan 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. Lender may choose to make this refund by reducing the principal owed under the Note 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 Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. 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 paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, 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 Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower 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 foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand 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 paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence. In addition thereto, even though there is no default or defaults, notice may be sent at the discretion of the Lender demanding immediate payment in full of all sums secured by this Security Instrument to be made to the Lender within 30 days after the date the notice is delivered or mailed to the Borrower, thereby accelerating the entire debt. If payment in full is not so made then Borrower shall be deemed to be in default and any and all other rights and remedies granted to the Lender herein shall apply and be available to the Lender upon said Lender's discretion, including the right to foreclose this Security Instrument under any of the terms stated herein this paragraph 19 and under paragraph 20 below.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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22. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

23. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

Adjustable Rate Rider [] Condominium Rider [X] 2-4 Family Rider []
Graduated Payment Rider [] Planned Unit Development Rider []
Other(s) [X] [specify] _____ Balloon Rider _____

BY SIGNING BELOW, 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.

Kathie Marren (SEAL)
KATHIE MARREN Borrower

(Space Below This Line for Acknowledgement) _____

STATE OF ILLINOIS }
}SS:
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that KATHIE MARREN, AN UNMARRIED WOMAN,, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be HER free and voluntary act and deed and that she executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this 14TH day of JULY, 2003

My Commission Expires: Marren (SEAL)
Notary Public



This instrument was prepared by
**THE LAW FIRM OF NEIL S. ZWEIBAN, CHARTERED, 3295 N. ARLINGTON HEIGHTS RD,
SUITE 113, ARLINGTON HEIGHTS, IL. 60004 847-398-8118**

UNOFFICIAL COPY**BALLOON RIDER**

This Balloon Rider is made a part of and incorporated into the MORTGAGE ("Security Instrument") entered into on July 14, 2003 .

The mortgager is, KATHIE MARREN, a unmarried woman,

("Borrower").

This Security Instrument is given to
RICHARD T. HOYNE AND MARIAN E. HOYNE

and whose address is 713 Saddlewood Drive, Wauconda, Il 60084

("Lender").

Pursuant to the Mortgage, the Borrower owes Lender the principal sum of SEVENTY THOUSAND DOLLARS AND NO CENTS (\$70000.00) plus interest at the rate of SEVEN PER CENT (7%) per annum, which debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note") which provides monthly payments.

The Borrower may make prepayment of amounts due and owing without penalty; Provided Borrower is not in default, whereby amounts may be due to the Lender at earlier time or times, all amounts due on the debt, including principal, interest, charges and fees owed to Lender pursuant to the terms of said mortgage, if not paid earlier, are due and must be paid in full not later than AUGUST 1, 2013.

Failure to pay in full at stated herein shall be deemed to be a default hereunder and Lender shall be entitled to any and all remedies within the said Security Agreement. Lender does not waive any rights or remedies by failure to timely exercise (or failure to exercise) any one or more rights or remedies under the Security Agreement.

This Rider shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Rider conflicts with applicable law such conflict shall not affect other provisions of this Rider which can be given effect without the conflicting provision. To this end the provisions of this Rider are declared to be severable. If there is any conflict between the Rider and the Security Agreement or Note, the terms of the Rider shall control.

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, including the Rider attached hereto. However, this option shall not be exercised by lender if exercise is prohibited by federal law as of the date of this Security Instrument and Rider.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument and Rider. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument and Rider without further notice or demand on Borrower.

Kathie Marren
Borrower

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CONDOMINIUM RIDER

This Condominium Rider is made a part of and incorporated into the MORTGAGE ("Security Instrument") entered into on July 14, 2003 .

The mortgager is, KATHIE MARREN, a unmarried woman,

("Borrower").

This Security Instrument is given to
RICHARD T. HOYNE AND MARIAN E. HOYNE

and whose address is 713 Saddlewood Drive, Wauconda, Il 60084

("Lender").

Pursuant to the Mortgage, the Borrower owes Lender the principal sum of SEVENTY THOUSAND DOLLARS AND NO CENTS (\$70000.00) plus interest at the rate of SEVEN PER CENT (7%) per annum, which debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note") which provides monthly payments, and a Balloon Payment no later than August 1, 2013, unless earlier pursuant to the terms stated.

The Borrower understands and agrees that the terms and conditions of this BALLOON RIDER are made a part of and incorporated into the said Security Agreement. The Borrower understands and agrees that the Borrower is granting a security interest in the property located at 140 W. Wood, Unit 105, Palatine, Illinois 60067 (the "Residence") as collateral for the Security Agreement and Note.

The Borrower understands and agrees that the Residence is subject to the terms and conditions of the Illinois Condominium Act as amended from time to time, (the "Act"), and the terms and conditions of the Declaration of Condominium and By-laws, Rules and Regulations associated therewith.

The Borrower understands and agrees that the Borrower will not violate, and will comply with and is subject to the aforesaid Act, Declaration, By-laws, Rules and Regulations. Borrower agrees that Borrower will keep the Residence free and clear of any fine(s) and/or lien(s) that may be related to and/or arise out of compliance with any one or more of the any of the foregoing. Failure to timely pay fine(s) and or release any lien(s) recorded against the Residence shall be deemed to be a default of the Security Instrument and Lender shall be entitled to any and all remedies and relief allowed under the Security Instruments. Lender has no obligation to, but may choose in Lender's sole discretion, to pay any and all such fine(s) and costs and fees for said lien(s) and in such case all of said amounts shall be added to principal and interest shall accrue against same at seven per cent per annum (7%).

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EXHIBIT 'A'

Legal Description

Unit 105 in The Park Towne Condominium as delineated and defined on the plat of survey of the following described parcel of real estate:

PARCEL 1:

That part of the Southeast quarter of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of the Southeast quarter of the Southeast quarter of Section 15 aforesaid: thence North along the centerline of the street, 4 chains 7 links: thence East, 4 chains and 95 links; thence South 4 chains and 7 links; thence East, 1 chain and 42 links; thence South 5 chains and 2 links to the center of the street: thence West 3 chains and 66 links to the North line of railroad land; thence Northwest along said North line 3 chains and 17 links to the center of street; thence North along said center line of street, 3 chains and 53 links, more or less, to the place of beginning except that part falling in Block 4 of Assessor's subdivision of the Southeast quarter of said Section 15, and excepting the part conveyed by Deed dated April 24, 1961 from Fifty Avenue L, Incorporated, to Robert E. Ward and Emma G. Ward, his wife, recorded May 15, 1961, as Document 18161121, in Cook County, Illinois.

PARCEL 2:

That part lying South of the South line of Colfax Street of the North 8 rods of Lot 3, in Block 5 in Assessor's Subdivision of part of the Southeast quarter of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian and other property according to the plat thereof recorded April 10, 1877 as Document 129579, all in Cook County, Illinois, excepting from said Parcels 1 and 2 that part dedicated for public streets by Documents 20399591 and 20399592, in Cook County, Illinois which survey is attached as Exhibit "a" to Declaration of Condominium recorded September 25, 1995 as Document Number 95648588 and as amended from time to time, together with its undivided percentage interest in common elements

02-15-407-049-1097

Property of Cook County Clerk's Office