

THIS INDENTURE, made this eighth day of December, 1994, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement, dated the 25th day of May, 1994, and known as Trust Number 118330-01 party of the first part, and George Johnson and Mary Ann B. Johnson, 360 E. Randolph, Unit #1001, parties of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of \$10.00 TEN Dollars, and other good and valuable considerations in hand paid, does hereby convey and quit claim unto said parties of the second part, not in tenancy in common, but in joint tenancy, the following described real estate, situated in Cook County, Illinois, to-wit:
See Legal Description attached hereto and made a part hereof

DEPT-01 RECORDING \$31.50
 T#0000 TRAN 0293 12/13/94 15:25:00
 #0616 # CJ *-04-039079
 COOK COUNTY RECORDER

PIN# 17-10-318-013

04039079

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said parties of the second part, forever, not in tenancy in common, but in joint tenancy

This deed is executed by the party of the first part as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority therein enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by one of its Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
 as Trustee, as aforesaid, and not personally.



By: [Signature] VICE PRESIDENT
 Attest: [Signature] ASSISTANT SECRETARY

STATE OF ILLINOIS } SS
 COUNTY OF COOK }

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, its Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said National Banking Association, caused the corporate seal of said National Banking Association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act, and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth.

This instrument prepared by
 American National Bank
 and Trust Company
 30 NORTH LA SALLE STREET,
 CHICAGO 0000

Given under my hand and Notary Seal.

OFFICIAL SEAL
 ANNETTE S. [Signature]
 Notary Public, Cook County, Ill.
 My Commission Expires 10/1/95
 Date: 12/13/94
 Notary Public

NAME: George E. Q. Johnson
 STREET: 360 E. Randolph #1003
 CITY: Chicago, IL 60601

FOR INFORMATION ONLY
 INSERT STREET ADDRESS OF ABOVE
 DESCRIBED PROPERTY HERE

The Buckingham Private Condominium
 Residences

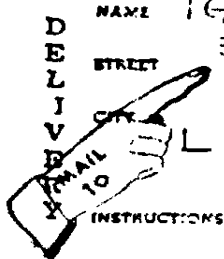
Unit #1003

OR

RECORDER'S OFFICE BOX NUMBER

3/30
 EA

E117569/N942241 Cook County, Ill. K.W. / P.M.



This space for affixing stickers and revenue stamps

Document Number

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RIDER TO SECURITY INSTRUMENT

This Security Instrument Rider is attached to and made a part of a Security Instrument (Deed of Trust, Mortgage or Deed to Secure Debt) dated DECEMBER 08, 1994 given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST NATIONWIDE MORTGAGE CORPORATION

(the "Lender") of the same date and shall be deemed to amend and supplement said Security Instrument.

Amended and Supplemental Provisions: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ASSUMPTION

Lender will consent to a transfer of the property subject to the Security Instrument if (i) the credit of Borrower's successor in interest meets the Lender's then current underwriting criteria; (ii) Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender; and (iii) Borrower's successor in interest pays to Lender an assumption fee in an amount requested by Lender, which shall not exceed the amount requested by Lender for similar transactions.

B. INTEREST RATE AND PAYMENT ADJUSTMENTS. The following paragraph is hereby added to the Security Instrument:

INTEREST RATE AND PAYMENT ADJUSTMENTS. The Promissory Note secured by this Security Instrument contains the following provision:

"3. INTEREST RATE ADJUSTMENTS

(A) Definitions

THE "INDEX" IS THE WEEKLY AVERAGE YIELD ON UNITED STATES TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF 1 YEAR, AS PUBLISHED BY THE FEDERAL RESERVE BOARD (BUT GENERALLY NOT PUBLISHED UNTIL ONE WEEK AFTER IT IS MADE AVAILABLE). THE MOST RECENT INDEX FIGURE PUBLISHED AS OF THE DATE 45 DAYS BEFORE EACH CHANGE DATE IS CALLED THE "CURRENT INDEX." IF THE INDEX IS NO LONGER PUBLISHED THE NOTE HOLDER WILL CHOOSE A NEW INDEX WHICH IS BASED UPON COMPARABLE INFORMATION. THE NOTE HOLDER WILL GIVE ME NOTICE OF THIS CHOICE.

"MARGIN" The Margin is 3.000%.

"FULLY INDEXED RATE" is the sum of the applicable Index value plus the Margin.

"INTEREST RATE" means the annual rate of interest charged on the principal balance of the loan from time to time.

"INITIAL INTEREST RATE" means the Interest Rate charged as of the date this Note is executed as shown in Section 2.

"CHANGE DATE" means each date on which the Interest Rate could change, which is the date on which every TWELFTH regularly scheduled monthly payment is due.

"THEN CURRENT INTEREST RATE" means, for the period prior to the first Interest Adjustment Date, the Initial Interest Rate. Thereafter, it means the Interest Rate after the most recent Change Date.

"PAYMENT ADJUSTMENT DATE" means the date on which each Payment Adjustment shall be effective, namely the first day of the month following each Change Date.

CLOSER ID: 10439

Advantage

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L1117 (R06) 8/94 NATIONWIDE

Loan # 0003541935

Copies: 1 of 3 - Lender

2 of 3 - Borrower

3 of 3 - File

COPY 01 OF 03

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(B) Interest Rate Adjustment:

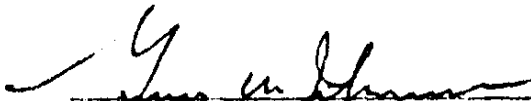
I understand that on each Change Date, the Note Holder shall decrease, or may at its option, increase the Interest Rate as follow. Before each Change Date, the Note Holder will calculate the new Interest Rate by adding the Margin stated in the Loan Approval Letter and in the Current Index to arrive at the Fully Indexed Rate. The Note Holder then rounds the Fully Indexed Rate to the nearest one eighth percentage point (0.125%) This rounded amount, subject to the following limitations, will be the new Interest Rate until the next Change Date. The Interest Rate will never be increased or decreased on any single Change Date by more than 1W() percent from the rate of interest in effect during the preceding 1W| 1 V| months. The Interest Rate will never be more than 11, 750% . It will never be low than 5% below Initial Interest Rate. The fact that the Note Holder may not have invoked a permissible increase in whole or in part shall not be deemed a waiver of the Note Holder's right to invoke such an increase at a later time."

"4. PAYMENTS


(C) Amount of Monthly Payments.

Monthly installments of principal and interest will be due on the first day of each month. Commencing on (date set forth in the Note), my monthly payments will be U.S. \$ (amount set forth in the Note), subject to adjustment as follows: as of each Change Date, the amount of the monthly installments of principal and interest will be increased or decreased to an amount sufficient to repay the remaining Principal Balance in full at the Then Current Interest Rate in substantially equal payments by the Final Payment Date (a "Payment Adjustment"). Each Payment Adjustment shall be effective on the first day of the month following each Change Date."

IN WITNESS WHEREOF, Borrower has executed this Security Instrument Rider.


GEORGE B. O. JOHNSON

(Seal)
Date


MARY ANN B. JOHNSON

(Seal)
Date

(Seal)
Date

(Seal)
Date

04039079

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 8TH day of DECEMBER, 1994 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST NATIONWIDE MORTGAGE CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
360 EAST RANDOLPH STREET #1003
CHICAGO, IL 60601-0000

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

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as 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 of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

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

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

CLOSER ID: 10439

FNMA/FHLMC UNIFORM INSTRUMENT 3140 9/90

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L0494 (R07) 6/94 NATIONWIDE

Loan # 0003541935

Copies: 1 of 3 - Lender

2 of 3 - Borrower

3 of 3 - File

COPY 01 OF 03

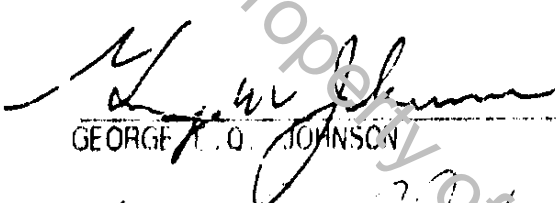
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(iii) termination of professional management and assumption of self-management of the Owners Association; or

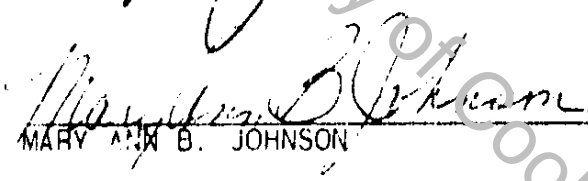
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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



GEORGE A. O. JOHNSON (Seal)
Date



MARY ANN B. JOHNSON (Seal)
Date

(Seal)
Date

(Seal)
Date

04039079

EXHIBIT A
LEGAL DESCRIPTION FOR THE JACK NEWMAN CONDOMINIUM PRIVATE RESIDENCES

UNIT NUMBER 1003 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE, EXTENDED EAST, OF EAST RANDOLPH STREET, WITH A LINE 564.001 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH THE EAST LINE, AND A SOUTHWARD EXTENSION THEREOF, OF NORTH COLUMBUS DRIVE, 110 FEET WIDE, AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 5, 1972, AS DOCUMENT NO. 21925615, AND RUNNING:

THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 72.191 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE A DISTANCE OF 42.00 FEET;

THENCE NORTH ALONG A LINE 606.001 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH SAID EAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 105.00 FEET;

THENCE EAST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE A DISTANCE OF 179.065 FEET TO AN INTERSECTION WITH THE WEST LINE OF NORTH FIELD BOULEVARD, 98.00 FEET WIDE, AS SAID NORTH FIELD BOULEVARD WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 12, 1986 AS DOCUMENT 86597179 AND IS LOCATED AND DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY OF COUNCIL OF THE CITY OF CHICAGO ON SEPTEMBER 17, 1969;

THENCE SOUTH ALONG SAID WEST LINE OF NORTH FIELD BOULEVARD A DISTANCE OF 159.574 FEET TO A POINT 20.00 FEET, MEASURED ALONG A SOUTHWARD EXTENSION OF SAID WEST LINE, NORTH FROM THE POINT OF INTERSECTION OF SAID SOUTHWARD EXTENSION OF SAID WEST LINE WITH THE NORTH LINE, EXTENDED EAST, OF SAID EAST RANDOLPH STREET;

THENCE SOUTHWESTWARD ALONG A STRAIGHT LINE A DISTANCE OF 28.13 FEET TO A POINT ON SAID NORTH LINE, EXTENDED EAST, OF EAST RANDOLPH STREET, DISTANT 20.00 FEET, MEASURED ALONG SAID NORTH LINE, EXTENDED EAST OF EAST RANDOLPH STREET, WEST FROM THE POINT OF INTERSECTION OF SAID NORTH LINE, EXTENDED EAST WITH THE SOUTHWARD EXTENSION OF SAID WEST LINE OF NORTH FIELD BOULEVARD; AND

THENCE WEST ALONG SAID NORTH LINE OF EAST RANDOLPH STREET EXTENDED EAST, A DISTANCE OF 201.095 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 25, 1994 AND KNOWN AS TRUST NUMBER 118330.01 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT NUMBER 94993981 TOGETHER WITH AN UNDIVIDED .2283 PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

04039079

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 55 LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, RECORDED AS DOCUMENT NUMBER 94993981.

Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in the Declaration of Condominium; and grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining land described therein.

This Deed is subject to all rights, easements, covenants, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

17-10-318-013

Property Address: 360 E. Randolph Unit 1003
Chicago, Ill.

REAL ESTATE TRANSACTION
DEPT. OF REVENUE DEC 13 1994
613121

CITY OF CHICAGO
REAL ESTATE TRANSACTION
DEPT. OF REVENUE DEC 13 1994
613121