

ILLINOIS

ABSTRACT

HOME EQUITY LINE MORTGAGE

DENISE L. STEFAN A SINGLE PERSON	DENISE L. STEFAN
ADDRESS 1310 NORTH RITCHIE COURT #26-D CHICAGO, IL 60610	1310 NORTH RITCHIE COURT #26-D CHICAGO, IL 60610

FIRST BANK OF SOUTH DAKOTA (NATIONAL ASSOCIATION), A NATIONAL BANKING ASSOCIATION 141 NORTH MAIN AVENUE SIGUX FALLS, SD 57117 LENDER:

1. GRANT. For good and valuable consideration, Cranter hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and lixtures; privileges, hereditarments, and appurtenances; leases, licenses and other agreements; easements, royalites, leasehold estate, if a leasehold; rente, lasues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. OBLIGATIONS. O's Mongage shall secure the payment and performance of all of Borrower's and Grantor's present and future, indebtedness, liabilities, obligations and coverants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the rollowing agreement:

B all a a				
PRINCIPAL AMOUNT/ CREDIT LIMIT	AGHENMENT DATE	DETERMINE THE		
\$14,000.00	11/18/94	.116194281 RECORDING	\$29.50	
0.2		. T\$5555 TRAN 0906 12/22/9	4 15:37:00	

(b) all renewals, extensions, amendments, mor rications, replacements or substitutions to any of the 8740 ing; 1.1 =-04-065550

(c) applicable law.

(c) applicable law.

COUNTY RECORDER

3. PURPOSE. This Mortgage and the Obligations de cribed herein are executed and incurred for consumer purposes.

4. The total amount of indebtedness secured by this Moriga je under the promissory note or agreement (the "NOTE") secured hereby may increase or crease from time to time, but the total of all such indebtedness so secured shall not exceed \$ 14,000.00 plus interest, collection plus interest, collection

5. EXPENSES. To the extent permitted by law, this Mortgage secures the recayment of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, Including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.

REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, corrected and covenants to Lender that:

(a) Grantor shall maintain the Property free of all liens, security interests, e.ic imbrances and claims except for this Mortgage and liens and 6. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, increants and covenants to Lender that: encumbrances of record;

(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party tras (#50, generated, released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported any, "azardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous waste, toxic substances, or any not commit or permit such actions to be taken in the tuture. The term "Hazardous Mater Ist" shall mean any hazardous waste, toxic substances, or any other substance, materials, or waste which is or becomes regulated by any governmental huthority including, but not limited to, (i) petroleum; (ii) frilable or nontriable asbestos; (iii) polychlorinated biphenyis; (iv) those substances, materials or wishto designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or instead pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of ins Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other contributes are replacements. similar statute, rule, regulation or ordinance now or hereafter in effect;

(c) Granter has the right and is duly authorized to execute and perform its Obligations under this Mortrage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which has be binding on Granter at any time;

(d) No action or proceeding is or shall be pending or threatened which might materially affect the Property; at d

(e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or unit of sement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this

7. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lander of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lander may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.

8. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Granter hereby authorizes Lender to contact any third party and make any inquiry pertaining to Granter's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

9. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's right, title and interest in and to any Agreement the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

10. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment; of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

11. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. 11. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition.

Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any attentions, additions or improvements to the Property without consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

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- 12. LOBS OR DAMAGE. Grantor still Pour the entire risk of any toss, theft, dest uction or damage (cum laterly "Loss or Damage") to the Property of any portion thereof from any case whitsover. In the ere it of liny List or Damage (cum laterly hall, it the outer of Lender, repair the affector Property to its previous condition of page or cause to be paid to Lender the decrease in me tair market value on the affected Property.
- 13. INSURANCE. Granter shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Granter may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are attered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Granter or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or requires the insurance proceeds to be paid to Lender. In the event Granter fails to acquire the manufacture in insurance proceeds in the event Granter fails to acquire the manufacture appropriate insurance coverage than the may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender [after providing notice as may be required by faw) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.
- 14. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
- 15. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to assore or repair the Property.
- 16. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other price iding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other registry proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, emission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender for taking the actions described in this paragraph in its own name.
- 17. INDEMNIFICATION. Lender shall not passume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and fegal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims, pertaining to the Property (including, but not limited to, those involving Hazardous Minimals). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenser and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Crantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage
- 18. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the enum and annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date the eof.
- 19. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Greater shall allow Lender or its agents to examine and inspect the Property IN INSPECTION OF PROPERTY, BOOKS, RECUROS AND REPORTS. Sie for shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records partialing to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may requer, regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Gran or she'll deliver to Lender, or any intended transferse of 20. ESTOPPEL CENTRICATES. Within ten (10) days after any request by Establin, did not site? center to the Obligations, a signed and actionomicaged statement specifying, at the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may the intended transferse with respect to these matters in the event that Grantor falls to provide the requested statement in a timely manner.
 - 21. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor or Borrower:

- (a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations of this Mortgage, including, but not limited to, false statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial condition;
 (b) fails to meet the repayment terms of the Obligations; or
 (c) violates or falls to comply with a covenant contained in this Mortgage which adversely affects the Propen, ". I under's rights in the Property, including, but not limited to, transfering title to or selling the Property without Lender's consent, falling to maintain instance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the asking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property to seizure or confiscation. confiscation.
- 22. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following medies without notice or demand (except as required by law):
 - to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations;

- (b) to declare the Obligations immediately due and payable in full;
 (c) to collect the outstanding Obligations with or without resorting to judicial process;
- (c) to collect the out(d) to require Granto Grantor and Lender; to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to

(e) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
(f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;

(g) to foreclose this Montgage;
(h) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts

(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

- 23. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sherliff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
- WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.

- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by law, Grantor shall Immediately reimburse Lander for all amounts (including attorneys' less and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lander under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by taw from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses), to the extent permitted by law, in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or Indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lander's performance of such action or execution of such documents shall not relieve. Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are fireyocable.
- 30. BUBROGATION OF LENDER. Lander shall be subrogated to the rights of the holder of any previous lies, security interest or encumbrance dispharged with funds advanced by Lender regardless of whether these liess, security interests or other encumbrances have been released of record.
- 31. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 26, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.
- 32. MODIFICATION AN) WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, falls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of the organizations and Grantor, third party or the Property.
- 33. SUCCESSORS AND ASSIC. 15. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, received proministrators, personal representatives, legatees and devisees.
- 34. NOTICES. Any notice or other or mirrunication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other addresses as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage propaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 35. SEVERABILITY. If any provision of this Murigapo violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 36. APPLICABLE LAW. This Mongage shall be govern dily the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 37. MISCELLANEOUS. Grantor and Lender agree that time lare the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in the Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any chalted documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

38. TRUSTEE'S EXCULPATION. This Mortgage is not personally but solely as Trustee under Trust Agreements in the exercise of the power and author covenants and conditions to be performed by Trustee, as aforesaid, and not individually, and all statements in personal liability shall be asserted or be enforceable against of the terms, provisions, stipulations, covenants and/or statements.	greement datedand known as ority conferred upon a division of the learns, provisions, are undertaken by herein made are made or information and belief and are to be construed according to by re-	stipulations
	T'S OFFICE	04063330
Grantor acknowledges that Grantor has read, understands, and Dated: NOVEMBER 18, 1994	d agrees to the terms and conditions of this Mortgage,	
GRANTOR: DENISE L. STEFAN	GRANTOR:	
GRANTOR:	GRANTOR:	

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Proberty of Cook County Clark's Office

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State of UNOFFICI	ALCOPY 1
County of	County of
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public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DENISE L. STEFAN, A SINGLE PERSON	l,, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
	personally known to me to be the same person whose name
personally known to me to be the same person	subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that
aubscribed to the foregoing instrument, appeared before me	signed, sealed and delivered the said instrument as
this day in person and soknowledged that	and voluntary act, for the uses and purposes herein set forth.
and voluntary act, for the uses and purposes herein set forth.	Given under my hand and official seal, this day of
Given under my hand and official seal, this	Action processes and the control of the Company and the Section and the Section and the Section and the Section 2.
Milla in Bada, 1714.	Notary Public
Coule 9. celica-	Commission expires:
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Commission expires:	
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Permanent index No.(s): 17-03-107-019-1403 The legal description of the Property located in CQQK.	County, Illinole la:
The regal description of the Property located in 1955 200	Oburty, Hillotte Id.
SHE ATTACHMENT "A"	
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Con Pagardada Han.	
For Recorder's Use:	64965530
	04065530
	This instrument was drafted by:
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	PIRST BANK OF SOUTH DAKOTA
	141 NORTH MAIN AVENUE
	SIOUX FALLS, SD 57117
// **	
	18
1 62	
	After recording return to:
	FIRST BANK OF SOUTH DAKOTA
	(NATIONAL ASSOCIATION) CASC/LIEN PERFECTION DEPARTMENT
	P.O. BOX 64778
	ST. PAUL, MINNESOTA 55164-0778

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ATTACHMENT "A"

UNIT #26-D AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): NORTH 20.16 FEET OF LOT 3, ALL OF LOTS 4 AND 5, LOT 6 (EXCEPT THAT PART OF SAID LOT 6 LYING NORTH OF A LINE DRAWN WESTERLY FROM A POINT ON THE EAST LINE OF SAID LOT 6, 3.85 FEET SOUTH OF THE NORTH EAST CORNER OF SAID LOT 6 TO A POINT ON THE WEST LINE OF SAID LOT 6, 3.68 FEET SOUTH OF THE NORTH WEST CORNER OF SAID LOT 6, ALL OF LOTS 10, 11 AND 12 AND 13 (EXCEPT THAT PART OF SAID LOT 13, DESCRIBED AS BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT 13, RUNNING THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 13, SAID LINE BEING ALSO THE EASTERLY LINE OF ASTOR STREET, A DISTANCE OF 29.87 FEET, THENCE EAST A DISTANCE OF 74.75 FEET TO THE EASTERLY LINE OF SAID LOT 13, AT A POINT 29.77 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT, THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 13, A DISTANCE OF 29.77 FEET TO THE SOUTH EAST CORNER OF SAID LOT 13, A DISTANCE OF 29.7 FEET TO THE BOOTH BAST CONTROL OF SAID LOT 13, A DISTANCE OF 73.14 FEET, TO THE POINT OF BEGINNING) ALL IN BLOCK 3 IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO, IN IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO, IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 4, 1971 AND KNOWN AS TRUST NUMBER 76135 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS ON JUNE 8, 1972 AS DOCUMENT NO. 21931482 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPT FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL OF THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY. IN COOK COUNTY, ILLINOIS. SAID DECLARATION AND SURVEY, IN COOK COUNTY, ILLINOIS.

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