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This document was prepa CHARTER ONE BANK	. N.A.	250c245254		
1804 North Naper Blyd, Naperville, IL 60563	Suite 200	⊨ugene "G Cook Cour	0506045094 ene" Moore Fee: \$38.00 ty Recorder of Deeds	
When recorded, please ret CHARTER ONE BANK Consumer Lending EV-9	.N.A. \	Date: 03/0·	/2005 10:40 AM Pg: 1 of 8	
State of Illinois _		Space About This Is a		
6812455	MORTG (With Future Adva	A.	Recording Data	
 DATE AND PARTIES of parties, their addresses and MORTGAGOR; 	he date of this Mortgage (Security as identification numbers, if requ		005 and the	
	NICHARD ZAMEN A/K/A RI	ICHARD N ZAMEN		
	L500 OAK AVE A	APT AC		
LENDER:	EVA'STON, IL	_		
a.	CHARTER ONE BANK, U.A. 1215 SUPERIOR AVENUE FV9 CLEVELAND, OH 44114	Mail To; B	OX # 35.9	
2. CONVEYANCE, For good	and volvoble and to the			
secure the Secured Debt (def bargains, sells, conveys, mor	and valuable consideration, the re fined below) and Mortgagor's perf rtgages and warrants to Lender the	ceipt and sufficiency of which is formance under this Security Insignation of the property:	acknowledged, and to crument, Mortgagor grants,	
SEE ATTACHED "SCH	EDULE A"	74		
		9.	0,,	
The property is located in	OOK County)	at. 1500 OAK AVE APT 4C (Address)		
EVAINSTON	,	Illinois 60201		
Together with all rights, easer rights, ditches, and water stochow, or at any time in the future.	ments, appurtenances, royalties, m k and all existing and future improure, be part of the real estate descr	(ZIP Code) nineral rights, oil and gas rights, overnents, structures, fixtures, a	all water and riparian	
3. SECURED DEBT AND FUT A. Debt incurred under the	TURE ADVANCES. The term "So terms of all promissory note(s), cossions, renewals, modifications or	ecured Debt" is defined as follow	roperty").	
The Credit L by Mortgagor, if not paid ear first payment.	ine Agreement in the amount /Grantor and dated the same da lier, is due and payable in full	of \$ 200,000.00 tte as this Security Instrumen 300 months from the due da	executed i, which, ite of the	
ILLINOIS - HOME EQUITY LINE OF C	CREDIT MORTGAGE (NOT FOR ENMA ELL			
1994 Bankers Systems, Inc., St. Cloud, MN For	m OCP-REMTG-IL 6/17/99 649686	.wic, FHA OR VA USE)	(page 1 of 6)	

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- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under partigreph. B of this Section, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

4. MORTGAGE COVENANTS. Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mor gagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the cre at limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Securca Sobt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, a curity agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease pryments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor, will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agree to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

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Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assig is a Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrumers. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. 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 Mortgagor subject to Lender's approval, which shall not be approximably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall am ne liately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and enewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any applicancy of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

- 5. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 6. DEFAULT. Mortgagor will be in default if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

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Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

7. REMEDIES ON PETAULT. In addition to any other remedy available under the terms of this Security Instrument. Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Upon default, Lender shall have the right, without declaring the whole indet ted less due and payable, to foreclose against all or part of the Property. This Security Instrument shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payable, or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any semedy on Mortgagor's default. Lender does not waive Lender's right to later consider the event a default if it happens again.

- breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include out are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Qeo as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released.
- 9. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

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Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 10. ESCROW FOR TAXES AND INSURANCE. If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.
- 11. JOINT AND INDIVIDUAL LIABILITY; CC-SICNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgago 's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 13. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 14. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property.

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15. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed\$ 200,000.00
16. LINE OF CREDIT. The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
17. APPLICABLE LAW. This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
amend the terms of this Security Instrument. [Check all applicable boxes]
Assignment of Legges and Rents Other 19. ADDITIONAL TERMS
Op
SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.
If checked, refer to the attached Addendum ir corporated herein, for additional Mortgagors, their signatures and acknowledgments.
hala da m
(Signature) RICHARD ZAMEN AK/A RICHARD N ZAMEN (Date) (Signature) (Date)
(Signature) (Date) (Signature) (Date)
ACKNOWLEDGMENT: TL STATE OF COUNTY OF COOK
STATE OF
(Seal) OFFICIAL SEAL My commission expires: 5/8/08 KANEEZ ZAIDI NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5-18-2008
_ 1994 Bankers Systems, Inc., St. Cloud, MN_Form OCP-REMTG-IL_6/17/99 (Notary Public) (Notary Public) (page 6 of 6)

02/01/2005 09:05 8472911017 PAGE REGISTRATION 01 DISTRICT NO. REGISTERED MEDICAL CERTIFICATE OF DEATH STATE FILE NUMBER NUMBER Type or Prest in DECEASED NAME Funday Dire MIDOLE PATRICIA The or Physics COUNTY OF DEATH 9Ex DATE OF DEATH (MONTH, DAY, YEAR) JOAN **ZAMEN** NETRUCTIONS AGE-LAST BIRTHDAY (YAS 2 PEMALE FEBRUARY 24,2001 COOK CITY, TOWN, TWP, OR ROAD DISTRICT NUMBER 5a. 68 HOSPITALOR APRIL 20, 1932 EVANSTON BIRTHPLACE (CITY AND STATE OR POREIGN COLUMNY) 80. WHOSE OF MET MOCATE DO A OPTEMEN RIM REPATIENT INTECTY <u>1500</u> DECFASIO MARRIED NEVER MARRIED, WIDOWED, DIVORCED (SPECIEV) QAK AVE CHICAGO, ILLINOIS NAME OF BURYTVING BROUSE (MAIDEN NAME, FWIFE) 84 MARRIED SOCIAL SECURITY NUMBER WAS DECEASED EVER WUS ARMED FORCERT (VESINO) RICHARD USUAL OCCUPATION KIND OF BUSINESS OF INDUSTRY 10. 349-26-4076 RESIDENCE (STREET AND HEADE) P. NO EDUCATION INTEGRY HOME MAKER CITY, TOWN, TWP, OR ROAD DISTRICT NO HERE BY ORADE COMPLETED 1500 OAK AVE NSIDE CIT COUNTY EVANSTON 13b. ZIP CODE RACE (MINTE BLACK AMERICAN MIDIAN, SE (INPEGIPY) 130 ILLINOIS 13c. YES OF HISPANIC ORIGIN? (SPECET HO CRYEL 13d. COOK 602 FATHER AW E WHITE 14. PARI NTO MIDOLE I) NO 1 YES LAST SPECIFY MOTHER-NAME INFORMANT BYANE TO MIDDLE OLSHAN (MAIDEN) LAST THELMA 200 1500 OAK. AVE ANCREA HC ACT CHEST AND COLOR NCRR DUETO, DRASAC AND QUENCE OF CONDITIONS, IF ANY WHICH GIVE RISE TO MINEDIATE CAUSE (a) STATING THE UNDERLYING CAUSE LAST. las CAUSI DUE TO, ORAS A CONS TO JAME OF PARTIL DOM NO AUTOPS DATE OF OPERATION, IF ANY HAJOR FINDINGS OF OPERATION 194 190 20 IF FEMALE, WAS THERE A PREGMANCY IN PAST THREE MONTHS ? 20n HODD HOW NOW ATTEND THE DECEASED AND LAST SAW MUCHER ALIVE ON 20c. YES | NO | WAS CORONER OR MEDICAL EXAMINER NOTHFED? (YESHO 2-10-01 HOUR OF DEATH NO TEO DESTHOCCUBREDAT THE TIME DATE AND PLACE AND D 216. 21c SIGNATURE - SE(S) STATED CERTIFIER DATESIGNED IMONTH, DAY, YEAR NAME AND ADDRESS OF CER 220 646 220 ILLINOIS LICENSE NUMBER 220.036 OTHER THAN CERTIFIER TYPE CO. C. satur 1911W BURIAL CREMATION. CEMETERY OR CREMATORY NAME 24a CREMATION LOCATION COYORTON STAT FOREST CREMATORY THE DAY YEAR FUNERAL HOME 24c ROMEOVILLE, ILLINOI DISPOSITION 2-28-2001 ATREET AND NUMBER OR R.F.O. 25a CREMATION SOCIETY OF CITY OR TOWN ILLINOIS 1030 E. NORTHWEST HWY.MT. PROSPECT, IL INOIS 60056 PUNERAL DIRECTOR STANA LOCAL REGISTRAR'S SIGNATUR GERALD SULLIVAN 034-011165 DATE PLED STUDEN AND STRUM 26a. VH200 (Rev. 5/89) bn of Vital Records STANDARD CENTIFICATE I HEREBY CERTIFY THAT the foregoing is a true and correct copy of the death record for the decedent named at item I, and that this escord was established and filed in my office in accordance with the provisions of the Illinois Vipa Records & MARCH 12. DATE . 2001 SIGNED EVANSTON _, Illinois OFPICIAL TITLS REGISTRAR

The original record of this death is permanently filed with the ILLINOIS DEPARTMENT OF PUBLIC HEALTH at Springfield, County clerks and local registrers are authorized to make certifications from copies of the original record. The Illinois statutes provide that the certification of a death record by the Department of Public Health, local registrar or county clerk theil be prime facts evidence in all courts

VR-201B (1968) OFFICE OF VITAL RECORDS - ILLINOIS DEPARTMENT OF PUBLIC HEALTH - SPRINGFIELD 62761 4/13:

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Exhibit A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS: UNIT 4C, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): LOT 1 IN THE PLAT OF CONSOLIDATION OF THE NORTH 36 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4 IN BLOCK 55 IN EVANSTON, IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1969 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT 20989692 WHICH SAID SURVEY IS ATTACHED AS EXPLOID T 'A' TO A CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP MADE 57 THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICACO AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 25, 1969 AND KNOWN AS TRUST NUMBER 27931 AND RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NO. 21376247, TOCETHER WITH AN UNDIVIDED 2.40 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREON AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY). Permanent Parcel TIL 3-102

Out Colling Clerk's Office Number: 11-18-314-019-1027 First American ELS Order No: 6812453