

# UNOFFICIAL COPY



Doc#: 0603440057 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/03/2006 10:19 AM Pg: 1 of 10

**RETURN BY MAIL TO:**

GMAC Mortgage Corporation  
Home Equity Funding  
4 Walnut Grove Drive  
Horsham, PA 19044-0963

Closed End Loan No.: 3098134 \*\*\*

Branch No.: 255

Loan Product: CE 15Y Balloon 90%CLTV Piggyback

MIN 1000697-8250309813-8

## MORTGAGE

**THIS MORTGAGE** is made this 9th day of November, 2005, between the Mortgagor, James C. Kman <sup>UNMARRIED</sup> who reside(s) at 2510 N Wayne Avenue 309, Chicago, Illinois 60614 (herein "Borrower"), and the Mortgagee, GMAC Mortgage Corporation, a Pennsylvania Corporation, 100 Witmer Road, Horsham, PA 19044-0963 (herein "Lender") and the Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, MI 48501-2026 ("MERS") acting solely as nominee for Lender and Lender's successors and assigns under this Mortgage.

**WHEREAS**, Borrower is indebted to Lender in the principal sum of U.S. \$26,600.00, which indebtedness is evidenced by Borrower's note dated November 9, 2005 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 9, 2020;

**TO SECURE** to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower irrevocably mortgages, grants and conveys to MERS acting solely as a nominee for Lender and Lender's successors and assigns and also as mortgagee under this Mortgage the following described property located in the County of Cook, State of Illinois:

See Attached Schedule A

which has the address of

2510 N Wayne Avenue 309 Chicago  
(Street) (City)

Illinois 60614 (herein "Property Address");  
(Zip Code)

**TOGETHER** with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

ILLINOIS-SECOND MORTGAGE-1/80-FNMA/FHLMC UNIFORM INSTRUMENT

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3 of 3

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FORT DEARBORN LAND TITLE

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**2. Funds for Taxes and Insurance.** Subject to applicable law or a waiver by Lender, Borrower shall pay to Lender on the N/A day of each month, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installment for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise 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 Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the property or to the sums secured by this Mortgage.

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**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceeding against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

**17. Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports. The parties to this document are subject to the provision for Arbitration as set forth in the Closed End Note which is incorporated by reference as if set forth at length herein.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by 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 reasonably attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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

**22. MERS.** Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Mortgage, but, if necessary to comply with local law or custom MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of these interests, including, but not limited to, the right to foreclose and sell the property; and to take any action required of Lender including but not limited to, releasing and canceling this Mortgage.

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## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

\_\_\_\_\_  
 ✓ James C. Kman (Seal)  
 Borrower - James C. Kman

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 Borrower - (Seal)

\_\_\_\_\_  
 Borrower - (Seal)

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 Borrower - (Seal)

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 Borrower - (Seal)

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 Borrower - (Seal)

\_\_\_\_\_  
 Borrower - (Seal)

STATE OF ILLINOIS, Cook County ss:

I, Kristy Hernandez, a Notary Public in and for said county and state, do hereby certify that James C. Kman personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9<sup>th</sup> day of November, 2005.

My Commission expires: \_\_\_\_\_  
Kristy Hernandez  
 Notary Public



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**THIS INSTRUMENT PREPARED BY:**

Shadlee Goodell  
GMAC Mortgage Corporation  
4 Walnut Grove Drive  
Horsham, PA 19044-0963

**MORTGAGE**

Title No. \_\_\_\_\_

\_\_\_\_\_

TO

**RECORDATION REQUESTED BY:**

GMAC Mortgage Corporation

**UPON RECORDATION, RETURN TO:**

GMAC Mortgage Corporation  
Home Equity Funding  
4 Walnut Grove Drive  
Horsham, PA 19044-0963

*(This Space Reserved for Lender and Recorder)*

Property of Cook County Clerk's Office

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## Schedule A

See Attached Schedule A hereto and made apart hereof

Tax ID Number: 14293140481038 AND 14-29-314-048-1054

Known as: 2510 N Wayne Avenue 309, Chicago, Illinois 60614

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Account No. 3098134

## CONDOMINIUM RIDER

**THIS CONDOMINIUM RIDER** is made on November 9, 2005; it is part of and amends and supplements the Mortgage, Deed of Trust or Deed to Secure Debt (*the "Security Instrument"*) of even date herewith from the undersigned to GMAC Mortgage Corporation ("GMAC"). All terms defined in the Security Instrument shall have the same meaning when used in this Rider.

The Property is a unit in a condominium project know as (*the "Condominium Project"*), and includes an undivided interest in the common areas and facilities or "common elements" of the Condominium Project.

**ADDITIONAL AGREEMENTS.** In addition to the agreements in the Security Instrument, we agree with GMAC as follows:

**1. ASSESSMENTS AND OTHER OBLIGATIONS.** We shall promptly pay, when due, all assessments imposed by the owners association or other governing body of the Condominium Project (*the "Owners Association"*). We shall perform all of our other obligations under applicable law and the declaration, by-laws, code of regulations and/or other constituent documents of the Condominium Project (*the "Condominium Documents"*).

**2. HAZARD INSURANCE.** So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against hazards included in the term "extended coverage" and such coverage as GMAC may reasonably request against other hazards, in such amounts and for such periods as GMAC may require:

(a) Our obligation under paragraph 4 of the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied, but only to the extent of the coverage maintained; and

(b) To the extent of any conflict between the provisions in paragraph 4 of the Security Instrument regarding application of hazard insurance proceeds and any provisions of the Condominium Documents or of applicable law, the provisions of the Condominium Documents and applicable law shall control.

Any hazard insurance proceeds payable to us in lieu of restoration or repair of the Property, whether to the unit or to common elements, are hereby assigned to GMAC and shall be applied as set forth in the Security Instrument.

For any period of time during which the hazard insurance coverage specified by this paragraph 2 is not maintained by the Owners Association, this paragraph 2 shall be deemed to have no force or effect. We shall give GMAC prompt notice of any lapse in this hazard insurance coverage.

**3. CONDEMNATION.** Our entire interest in the proceeds of any condemnation of the common elements of the Condominium Project is hereby assigned to GMAC. Such proceeds shall be applied as set forth in the Security Instrument.

**4. GMAC'S PRIOR CONSENT.** Absent GMAC's prior written consent, we shall not partition or subdivide the Property or consent to:

(a) The abandonment or termination of the Condominium Project, except for abandonment or termination under law in the case of (i) substantial destruction by fire or other casualty or (ii) condemnation;

(b) Any amendment to the Condominium Documents including, but not limited to, any amendment which would change the percentage interest of the unit owners in the Condominium Project;

GMAC IL CONDO  
7002u (08/95)



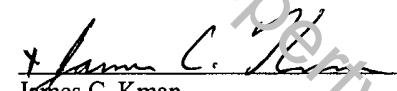
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(c) Any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project; or

(d) The transfer, release, encumbrance, partition or subdivision of all or any part of the Condominium Project's common elements, except for easements for utilities and the like.

**5. REMEDIES. WE GRANT AN IRREVOCABLE POWER OF ATTORNEY TO GMAC TO VOTE IN ITS DISCRETION ON ANY MATTER THAT MAY COME BEFORE THE MEMBERS OF THE OWNERS ASSOCIATION. GMAC SHALL HAVE THE RIGHT TO EXERCISE THIS POWER OF ATTORNEY ONLY AFTER A DEFAULT IS DECLARED UNDER THE SECURITY INSTRUMENT OR THIS RIDER. HOWEVER, IT MAY DECLINE TO EXERCISE THIS POWER.**

In Witness Whereof, we have executed this Condominium Rider.

  
\_\_\_\_\_  
James C. Kman  
MORTGAGOR

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MORTGAGOR

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MORTGAGOR

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Property of Cook County Clerk's Office

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File No.: 508891

## EXHIBIT A

Unit Numbers 309 and P-13 in Wheelworks Condominium as delineated on a survey of the following described real estate:

Lots 16, 17, 18, 19, 20, 21, 22, 23 and all of the East and West alley lying South of and Southerly of said Lot 18, North and Northerly of said Lots 19 through 23, both inclusive and between the East line and West line of said Lot 18 produced South all in subdivision of that part of Lot 13 in County Clerk's Division of Block 43, lying West of the East line of Ward Street, extended and East of the West 124.0425 Feet of said Lot 13 in Sheffield's Addition to Chicago, in Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

Which survey is attached as exhibit "B" to the Declaration of Condominium recorded as document number 85175306, as amended and restated by the Declaration recorded as document number 91198150, together with their undivided percentage interest in the common elements, in Cook County, Illinois.

Cook County Clerk's Office