WHEN RECORDED RETURN

MID AMERICA BANK, FSB. 2650 WARRENVILLE ROAD SUITE 500

DOWNERS GROVE, IL 60515-1721

0629746164 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 10/24/2006 01:25 PM Pg: 1 of 10 Doc#: 0609343187 Fee: \$38.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 04/03/2006 10:25 AM Pg: 1 of 8

R-record

EQUITY CASH LINE **MORTGAGE**

THIS MORTGACE is made this

17th

March, 2006 day of

, between the Mortgagor,

ANNETTE CARAS, ANA INNETTE M CARAS MARRIED TO RONALD CARAS

(herein "Borrower"), and the Mortgagee,

MidAmerica Bank. Fsb., (herein "Lender"): corporation organized and existing under the laws of the United States of America, whose address is 2650 WARRENVILLE ROAD. SUITE 500, DOWNERS GROVE, IL 60515-1721

150,000.00 , which WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ indebtedness is evidenced by Borrower's Equity Agreement and Promissory Note (herein "Note") providing for periodic payments as called for therein, with the balance of indebtedness, if not sooner paid, due and payable on March 1st. 2026

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 class hereby mortgage, grant and convey to Lender the following described property located in the County of State of Illinois:

PARCEL 1:

LOTS 4,8,11 AND 32 IN PARK PLACE ESTATES OF NORTHBROOK, PING A SUBDIVISION IN THE NORTH HALF OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PARCEL 2:

PARCEL 1 AFORESAID FOR INGRESS AND A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT EGRESS AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS FOR PARK PLACE ESTATES OF NORTHBROOK BATED MAY 14, 1993 AND RECORDED MAY 17, 1993 AS DOCUMENT 93366707 MADE BY PARK PLACE ESTATES OF NORTHBROOK LIMITED PARTNERSHIP OVER THE FOLLOWING DESCRIBED LAND:

LOTS 45 AND 46 (ALSO KNOWN AS OUTLOTS C AND D) IN PARK PLACE ESTATES OF NORTHBROOK SUBDIVISION, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID#: 04-15-204-021-0000

which has the address of 1425 VOLTZ ROAD, Northbrook

[Street]

Illinois

60062

(herein "Property Address");

[ZIP Code]

IL Equity Cash Line Mortgage-FNMA.FHLMC Uniform Instrument

[City]

01/04 Page 1 of

BOX 334 CTI

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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower 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.
- 2. **Application of Payments.** The borrower must pay to the Bank at least the minimum amount due in each billing cycle. Payment of more than the minimum payment in any billing cycle will not relieve the borrower from paying the minimum payment in any other billing cycle. Payments received will be applied in the following order when posted (1) accrued interest, if any; (2) late charges, if any; (3) annual service fee and/or other charges, if any; (4) principal reduction.
- 3. Prior Moregages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust of 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.
- 4. Hazard Insurance. Borrower shall beep 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 a surance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage 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.

- 5. Preservation and Maintenance of Property; Leaseholds; Condominums: 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.
- 6. 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 attorney's 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.

- 7. Inspection. Lencer 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 therefore related to Lender's interest in the Property.
- 8. 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.
- 9. 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 proceedings 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.
- 10. Remedie: Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 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 telivering 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 "attorney's fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and cr. 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.

17. Obligatory Advances. This mortgage secures the repayment of certain sums advanced to the borrower under the Equity Agreement and Promissory Note. Provided Borrower is not in default with respect to any covenant or agreement under the terms of this Mortgage, and the Equity Agreement and Promissory Note, including the covenants to pay when due any sums secured by this Mortgage, Lender is obligated from time to time and upon demand of the Borrower to advance such additional sums requested by Borrower up to the total face amount of this Mortgage.

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

- 18. 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 cared 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 atterney's fees and costs of documentary evidence, abstracts and title reports.
- 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 intorcing 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 his Mortgage, and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable anorater's 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.
- 20. 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 18 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 18 here of 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 oords and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

- 21. Release. Upon payment of all sums secured by this Mortgage, Lender shall release his Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
 - 22. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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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.

(Seal)	
AMNETTE CARASI	
(Seal)	
(Scal)	
Coly	
(Seal)	
STATE OF ILLINOIS, (Sign Original Only) County ss:	
I, UNDERSIGN a Notary Public in and for said county and state do hereby certify that ANNETTE CARAS, AKA ANNETTE M CARAS MARRIED TO RICHARD CARAS	,
, personally known to me to be the same person(s) whose subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed and delivered the said instrument as her free and voluntary act, for the uses and purposes thereforth. Given under my hand and official seal, this	
Given under my hand and official seal, this day of INARCH,	1
My Commission Expires: 12 03 06	Homis
THIS INSTRUMENT WAS PREPARED BY: KENNETH KORANDA 2650 WARRENVILLE ROAD CHITTE 500	
SUITE 500 DOWNERS GROVE, IL 60515-1721	
IL Equity Cash Line Mortgage-FNMA.FHLMC Uniform Instrument W487005 01/04	Page 5 of 5

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´O.	[Space Above This Line For Recording Data]	
	_[Space Above This Line For Recording Data]	

WAIVER OF HOMESTEAD AND MARITAL RIGHT

In consideration of MidAmerica Bank, fsb , granting a mortgage loan to CARAS MARRIED TO RICHARD CARAS

ANNETTE CARAS, AKA ANNETTE M

ROUALD

and for and in consideration of ten dollars paid to the undersigned, and for other good and valuable consideration, the undersigned does hereby waive any and all homestead interest created now or in the future in the favor of the undersigned in the following described real property together with any rights the undersigned may have by reason of the Illinois Marriage and Dissolution Act, 750 ILCS 5/101 et. seq., now or as amended:

PARCEL 1:

LOTS 4,8,11 AND 32 IN PARK PLACE ESTATES OF NORTHBROOK, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, (LEGAL DESCRIPTION CONTINUED ON LAST PAGE)

PROPERTY ADDRESS: 1425 VOLTZ ROAD, , Northbrook, IL 60062 P.I.N. #: 04-15-204-021-0000

The undersigned further agrees and consents to the mortgage or transfer of the Illinois compiled Statute and of any homestead right or interest created now or hereinafter created in favor of the undersigned.

The undersigned further states that the above-described property is not marital property as described and defined in the Illinois Marriage and Dissolution Act, 750 ILCS 5/101 et. seq.

This waiver is given and specifically refers to the mortgage in favor of MidAmerica Bank, fsb., dated the 17th day of March, 2006.

RICHARD CARAS

1802 1/95 Page 1 of 2

Seal

Powal

0629746164 Page: 7 of 10

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STATE OF THINK)	~~
COUNTY OF COUR)	SS

1, UNDERSTAN , a Notary Public in and for said county and state, do hereby certify that personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free and voluntary act, for the uses and purpose therein set forth.

174 Given under my hand and official seal, this My commission expires:

MARCH day of

Office

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LEGAL DESCRIPTION (con't)

EASEMENTS AND RIGHTS FOR PARK PLACE ESTATES OF NORTHBROOK DATED MAY 14, 1993 AND RECORDED MAY 17, 1993 AS DOCUMENT 93366707 MADE BY PARK PLACE ESTATES OF NORTHBROOK DIMITED PARTNERSHIP OVER THE FOLLOWING DESCRIBED LAND:

LOTS 45 AND 46 (ALSO KNOWN AS OUTLOTS C AND D) IN PARK PLACE ESTATES OF NORTHBROOK SUBDIVISION, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 17, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN Property of Cook County Clark's Office COOK COUNTY, ILLINOIS.

T-108 P.05/12 F-468 8475584400 From-FileLIT NOPFGAGE SERVICES INC. 8475584400 THURAGUTILLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

CORRECT LEGAL

ORDER NO.: 1409 008360497 SK

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1: LOT 29 IN PARK PLACE ESTATES OF NORTHBROOK, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS. EASEMENTS AND RIGHTS FOR PARK PLACE ESTATES OF NORTHBROOK DATED MAY 17,1993 AND RECORDED MAY 17,1993 AS DOCUMENT 93366707 MADE BY PARK PLACE ESTATES OF NORTHBROCK LIMITED PARTNERSHIP OVER THE FOLLOWING DESCRIBED LAND:

LOTS 45 AND 46 (ALSO KNOWN AS OUTLOTS C AND D) IN PARK PLACE ESTATES OF NORTHBROOK SUBDIVISION, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MRIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: A NON EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRES AND EGRESS TO AND FROM THE EMERGENCY FIRE LANE EASEMENT AS CREATED BY DECLARATION OF EASSEMENT DATED VIV 14. 1993 AS DOCUENT NO. 93366643 OVER, ACROSS THE FOLLOWING DESCRIBED PROPERTY! A 20 FT STRIP OF LAND IN THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15 WITH THE SOUTH LINE OF THE n 5 CHAINS OF SAID NORTHEAST 1/4 OF SECTION 15; THENCE SOUTH 88 DEGREES 50 MINUTES 39 SECONDS EAST ALONG THE LAST SAID SOUTH LINE 19.21 FT OT HE POINT OF BEGINNING: THENCL CONTINUING SOUTH 88 DEGREES 59 MINUTES 39 SECONDS EAST ALONG THE LAST SAID SOUTH TIME 20.79 FT; THENCE SOUTHEASTERLY 496.29 FT ALONG THE ARC OF A CURVE CONVEX SOUTHWESTERLY WITH A RADIUS OF 630.00 FT (THE CHORD OF SAID ARC BEARING SGUTH 34 DEGREES 53 MINUTES 30 SECONDS EAST 427.63 FT); THENCE SOUTH 54 DEGREES 43 MINUTES 52 SECONDS EAST TANGENT TO THE LAST SAID CURVE 119.81 FT TO A POINT OF CURVE: THENCE SOUTHEASTERLY 153.56 FT ALONG THE ARC OF A CURVE CONVEX NORTHEASTERLY WITH A RADIUS OF 410.00 FT TO A POINT OF REVERSE CURVE (THE CHORD OF SEID ARC BEARING SOUTH 44 DEGREES ON MINUTES 05 SECONDS EAST 152 66 FT); THENCE SOUTHEASTERLY 391.38 FT ALONG THE ARC OF A CURVE CONVEX SOUTHWESTERLY TANGENT TOT HE LAST SAID CURVE WITH A RADIUS OF 850.00 FT (THE CHORD OF SAID ARC BERING SOUTH 46 DEGREES 27 MINUTES 45 SECONDS EAST 387 93 FT); THENCE SOUTH 33 DEGREES 21 MINUTES 51 SECONDS WEST 20.03 FT; THENCE NORTHWESTERLY 399.54 FT ALONG THE ARC OF A CURVE CONVEX SOUTHWESTERLY WITH A RADIUS OF 870.00 FT TO A POINT OF CURVE (THE CHORD OF SAID ARC BEARING NORTH 46 DEGREES 25 MIN 40 SEC. WEST 396.03 FT); THENCE NORTHWESTERLY 146.07 FT ALONG THE ARC OF A CURVE CONVEX NORTHEASTERLY, TANGENT TO THE LAST SAID CURVE WITH A RADIUS OF 390.00 FT (THE CHORD OF SAID ARC BEARING NORTH 44 DEGREES OO MIN OS SEC WEST 145.22 FT); THENCE NORTH 54 DEGREES 43 MIN 52 SEC WEST TANGENT TOT THE LAST SAID CURVE 1, 149 81 FT TO A POINT OF CURVE: THENCE NORTHWESTERLY 455.89 FT ALONG THE ARC OF A CURVE CONVEX SOUTHWESTERLY, TANGENT TO THE LAST SAID LINE WITH A RADIUS OF 650.00 FT (THE CHORD OF SAID ARC BEARING

CONTINUED ON NEXT PAGE

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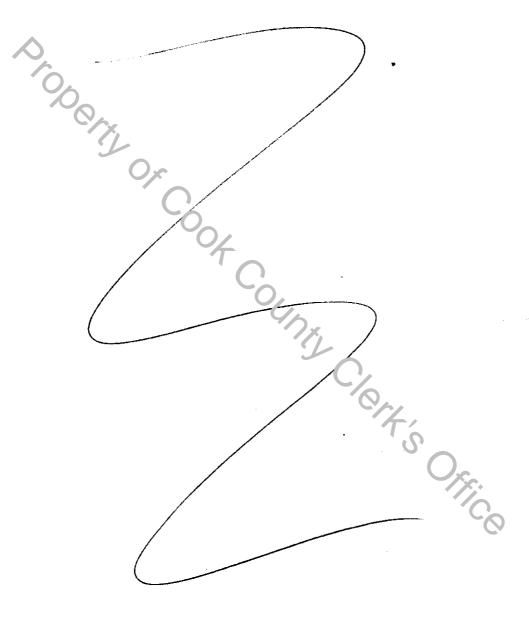
10-16-06 10:20

From-FIDELITY NOPTRICE SERVICES INC. 8475584400 7-108 P.06/12 F-468

COMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

ORDER NO.: 1409 008360497 SK

NORTH 94 DEGREES 38 MIN 18 SEC WEST 446.61 FT) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



RAXCONT KB1 PAGE A3.

ZP 10/13/06

16:43:17