Doc#: 0633149293 Fee: \$54.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 11/27/2006 03:18 PM Pg: 1 of 16

Recording Requested by and when recorded return to:
CONSUMER LOAN RECORDS CENTER
1170 SILBER RD
HOUSTON, TX 77055
ATTN: MAILSTOP: CLRVLTTX

This Mortgage prepared by: CHRISTOPHER GRES WASHINGTON MUTUAL BANK 3050 HIGHLAND PKWY DOWNERS GROVE, IL 60515-5564



REVOLVING CREDIT MORTGAGE

Loan Number: 0753436567

THIS MORTGAGE is from: JASON GOMEZ, A UNIVARIED MAN.

30226 (04/12/06) w7.4

whose address is: 1511 WINDSOR DR #206 ARLINGTON HEIGHTS, IL 60004
("Borrower"); in favor of:
WASHINGTON MUTUAL BANK, A FEDERA'L ASSOCIATION, WHICH IS ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA AND WHOSE ADDRESS IS 2273 N GREEN VALLEY PARKWAY, SUITE #14, HENDERSON, NV 89014 ("LENDER") AND ITS SUCCESSORS OR ASSIGNS.
1. Granting Clause . Borrower hereby grants, ba grins, sells, conveys and mortgages to Lender and its successors and assignees, the real property inCOOK County, Illinois described below, and all rights and interest in it Borrower ever gets:
SEE ATTACHED LEGAL
This Mortgage is second and subordinate to Washington Mutual first Mortgage in the amount of \$200,100 recording concurrently herewith.
Tax Parcel Number: 03-18-203-005-0000 together with all insurance and condemnation proceeds related to it; all income, rents and profits from it; all

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plumbing, lighting, air conditioning, and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property, all of which at the option of Lender may be considered to be either personal property or to be part of the real estate.

All of the property described above will be called the "Property." If any of the Property is subject to the Uniform Commercial Code, this Mortgage is also a Security Agreement which grants Lender, as secured party, a security interest in all such property.

2. Obligation Secured.

- (a) This Mortgage is given to secure performance of each promise of Borrower contained _ Agreement and Disclosure with Lender with a WaMu Equity Plus(TM) herein or in a ___(the "Credit Agreement") including any extensions, maximum crodit limit of \$25,864.00 renewals or modifications thereof, and repayment of all sums borrowed by Borrower under the Credit Agreement, with interest from the date of each advance until paid at the rates provided therein. The Credit Agreement provides for variable and fixed rates of interest. Under the Credit Agreement, the Borrowe may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above. and all such advances shall be secured by the lien of this Mortgage. This Mortgage also secures paymen of certain fees and charges payable by Borrower under the Credit Agreement, certain fees and costs of Lender as provided in Section 9 of this Mortgage and repayment of money advanced by Lender to protect the Property or Lender's interest in the Property, including advances made pursuant to Section 6 below. The Credit Agreement provides that unless sooner repaid, the Debt is due and payable in full on 11/02/2036 (the "Maturity Date"). All of this money is called the "Dept."
- (b) In addition to the Debt secured by this Mortgage, this Mortgage shall also secure and constitute a lien on the Property for all future advances made by Lender to Borrower for any purpose within thirty (30) years after the date of this Mortgage, just as if the advance made by were made on the date of this Mortgage. Any future advance may be made in accordance with the terms of the Credit Agreement or at the option of Lander. The total amount of the indebtedness that may be secured by this in accordance with the terms of the Credit Agreement or Mortgage may increase or decrease from time to time but the total unpaid balance secured at any one time by this Mortgage shall not exceed two times the maximum credit limit that is set forth in Section 2(a) of this Mortgage, together with accrued interest and all of Lender's costs, expenses and disbursements made under this Mortgage.

3. Representations of Borrower. Borrower represents that:

- (a) Borrower is the owner of the Property, which is unencumbered except by: easements reservations, and restrictions of record not inconsistent with the intended use of the Property and any existing first mortgage or mortgage given in good faith and for value, the existence of which has been disclosed in writing to Lender; and
 - (b) The Property is not used for any agricultural or farming purposes.

4. Promises of Borrower. Borrower promises:

- (a) To keep the Property in good repair and not to remove, alter or demolish any of the improvements on the Property, without first obtaining Lender's written consent;
- (b) To allow representatives of Lender to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;
 - (c) To pay on time all lawful taxes and assessments on the Property;
- (d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

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- (e) To see to it that this Mortgage remains a valid lien on the Property superior to all liens except those described in Section 3(a); and
- (f) To keep the improvements on the Property insured by a company satisfactory to Lender against fire and extended coverage perils, and against such other risks as Lender may reasonably require, in an amount equal to the full insurable value of the improvements, and to deliver evidence of such insurance coverage to Lender. Lender will be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Credit Agreement or, at Lender's sole option, released to Borrower. In the event of forcclosure or sale of the Property all rights of the Borrower in insurance policies then in force shall pass to the purchaser.
- 5. Sale, Transfer, or Further Encumbrance of Property. The loan is personal to Borrower, and the entire Debt shall be accelerated and become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Borrower including, without limit, further encumbrance of any Property. A sale or other transfer of the Property or any interest therein by Borrower without the rull payment of the Debt shall constitute an event of default hereunder.
- 6. Curing of Defaults. If Bortower fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage, Lender may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Borrower's failure to comply. Repayment to Lender of all the money spent by Lender on behalf of Borrower shall be secured by this Mortgage. The amount spent shall bear interest at the rates from time to time applicable under the Credit Agreement and be repryable by Borrower on demand. Although Lender may take action under this Section, Lender is not obligated to do so.

Remedies for Default.

- (a) Prompt performance under this Mortgage is essential. If Borrower does not pay any installment of the Debt on time, or any other event occurs that entitles Lender to declare the unpaid balance of the Debt due and payable in full under the Credit Agleement, the Debt and any other money whose repayment is secured by this Mortgage shall immediately become due and payable in full, at the option of the Lender and the total amount owed by Borrower on the day repayment in full is demanded, including all unpaid interest, will thereafter bear interest at the rate specified in the Credit Agreement.
- (b) Upon the occurrence of a default as set forth in Section 7(a) above, Lender may institute an action to foreclose this Mortgage under Illinois law. Lender may seek any other remedies available to it under applicable Illinois law.
- (c) The foreclosure of this Mortgage is not the exclusive remedy of Lenger to collect the Debt. Lender may, upon the occurrence of a default, as set forth in Section 7(a) above, institute any other remedies available to a creditor under Illinois law. In connection with any portion of the Property which is personal property, Lender shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the State of Illinois.
- (d) By accepting payment of any sum secured by this Mortgage after its due date, Lender does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 8. Notice and Opportunity to Cure Defaults. Except in the case of abandonment or other extreme circumstances, Lender shall, at least thirty (30) days prior to declaring the entire Debt immediately due and payable in full and/or exercising any of the other remedies for default specified

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in Section 7, send to Borrower, by certified mail, a notice of default specifying the nature of the default and in the case of a payment default, the sum of the payments in default and any applicable late charges.

Borrower will have thirty (30) days from the postmarked date of such default notice to cure the default and during such thirty (30) day period, Lender shall not, in the absence of extreme circumstances, declare the entire Debt immediately due and payable in full and/or pursue any of the other remedies for default specified in Section 7. The above notwithstanding, Borrower shall be entitled to only two (2) such default notices in any twelve (12) month period, and if subsequent defaults occur within that twelve (12) month period, Lender may exercise its remedies for default immediately and without notice to Borrower.

- 9. Condemnation; Eminent Domain. In the event any portion of the Property is taken or damaged in an entirent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the obligation secured by this Mortgage shall be paid to Lender to be applied to the obligation in the same manner as payments under the Credit Agreement.
- 10. Fees and Costs. Borrower shall pay Lender's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable attorney's fees, in any lawsuit or other proceeding to foreclose this Mortgage, in any lawsuit or proceeding which Lender is obligated to prosecute or defend to protect the lie i of this Mortgage and, in any other action taken by Lender to collect the Debt, including without limitation any disposition of the Property under the Uniform Commercial Code; and, any action taken in bankruptcy proceedings as well as any appellate proceedings.
- 11. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay Lender a release fee, unless prohibited by law, and for all recordation costs of any satisfaction of this Mortgage.
- 12. Limitation of Future Advances. In the event Borrow of executes a Notice of Limitation of Future Advances of this Mortgage in accordance with Illinois lavy Borrower shall send a copy of each Notice by prepaid certified mail within two (2) business cays of execution thereof to the attention of Loan Service Director at:

WASHINGTON MUTUAL BANK CONSUMER LENDING -- BR2CLFL PO BOX 6868 LAKE WORTH, FL 33466

The Notice of Limitation of Future Advances of this Mortgage will not be effective in ess notice is provided to Lender as set forth above.

- 13. Payoff and Similar Statements. Unless prohibited by law, Lender may collect a fee in the amount determined by Lender, for furnishing a payoff demand statement or similar statement.
- 14. **Miscellaneous**. This Mortgage shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors, and assigns of the parties hereto. The words used in this Mortgage referring to one person shall be read to refer to more than one person if two or more have signed this Mortgage or become responsible for doing the things this Mortgage requires. This Mortgage shall be governed by and construed in accordance with Federal law and to the extent Federal law does not apply, the laws of the State of Illinois. In the event of any action hereunder or

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related hereto, and subject to applicable law, Borrower hereby waives any right to a jury trial. If any provision of this Mortgage is determined to be invalid under law, that fact shall not invalidate any other provision of this Mortgage, but the Mortgage shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

- 15. Waiver of Homestead. Borrower hereby releases and waives all rights and benefits of the homestead exemption laws as to all indebtedness secured by this Mortgage.
- 16. Waiver of Homestead Exemption by Non-Borrower. To induce Lender to extend credit to Borrower, the undersigned hereby waives all right of homestead exemption laws as to all indebtedness secured by this Mortgage.
- 17. Riders. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

X Condominium Rider	Planned Unit Development Rider
Land Trust Rider	Other:
	(specify)
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	Visc.
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STATE OF ILLINOIS	
COUNTY OF (COL.	SS
The foregoing instrument was JASON GOMEZ	acknowledged before me this A day of and and
	and
who is are personally known to me or has as identification.	s produced
Nota	red/Typed Name: Try Cruivasciii ary public in and for the state of Amission Number:

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DATED at/C	(20an)		this <u>J</u> day of	0753436567 NOV . ,
BORROWER(S):				
JASON GOMEZ			~ <u>.</u>	
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	%			
		County		
				CO

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Recording requested by Law when recorded return to: CONSUMER LOAN RECORDS CENTER 1170 SILBER RD HOUSTON, TX 77055 ATTN: MAILSTOP: CLRVLTTX



ATTN. WALESTOT . SERVET I	
This document was prepared by: CHRISTOPHER GRES	
WASHINGTON MUTUAL BANK	
3050 HIGHLAND PKWY	
DOWNERS GROVE, IL 60515-5564	
Washington Mutual	CONDOMINIUM RIDER
iviutuai –	Loan Number: 0753436567
	O _r
THIS CONDOMINIUM RIDER is made this 2nd day of	of November, 2006 and is
incorporated into and shall be deemed to amend and suppleme	ent a Deed of Trust, Trust Indenture or
Mortgage of even date ("Security Instrument") given by the	e undersigned ("sorrower") to secure
performance of Borrower's obligations under Borrower's prom with:	hissory note or line of credit agreement
WASHINGTON MUTUAL BANK	('Lender"). The
Security Instrument covers certain real property located at:	
701 W. RAND ROAD #22	
ARLINGTON HEIGHTS, IL 60	
and described more fully therein. Said Property comprises	
micordo: III Cita	ondominium project known as
GETTYSBURG	(herein "Condominium Project").
If the owners' association or other entity which acts for the Association") holds title to property for the benefit or use	of its members or shareholders, the
Association") holds title to property for the benefit of use Property also includes Borrower's interest in the Owners' As	sociation and the uses proceeds and
benefits of Borrower's interest.	addition and the door, procede and
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CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's; (i) Declarations or any other document which creates the Condominium Projects; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents (jointly "Constituent Document"). Borrower shall pay when due all assessments imposed by the Owners' Association.
- B. Hazard Insurance. So long as the Owners' Association maintains with a generally accepted insurance carrier a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage against 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, then:
- (i) Borrovie: obligation under the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied; and (ii) The provisions of the Security Instrument regarding assignment of insurance policies shall be superseded by any provisions of the Constituent Documents or of applicable Ir w to the extent necessary to avoid a conflict between such provisions and the provisions of the Security Instrument. For any period of time during which such hazard insurance coverage is not maintair ed, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give hender prompt notice of any lapse in such hazard insurance coverage.

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

- C. **Public Liability Insurance**. Borrower shall take such actions as may be reasonable to insure that the Owners' Association maintains a public liability policy acceptable in form, amount and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for daingles, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of common elements or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided therein with the excess, if any, paid to Borrower.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:
- (i) The abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or to other casualty or in the case of a taking by condemnation or eminent domain; (ii) Any material amendment to the Constituent Documents, including, but not limited to, any amendment which would adversely affect the interest of Lender or change the percentage interests of the unit owners in the Condominium Project; (iii) The effectuation of any decision by the Owners' Association to terminate professional management and assume self-management of the Condominium Project; and (iv) Any action which should have the effect of rendering the public liability insurance coverage maintained by the Owners' Association unacceptable to Lender.

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- F. Voting Rights; Notice of Meetings. Unless such rights have already been assigned to the holder or beneficiary of a prior mortgage or deed of trust, trust indenture or mortgage, the existence of which has been disclosed in writing to Lender pursuant to Security Instrument, Borrower to the extent permitted by law, hereby assigns to Lender all of Borrower's voting rights under the Constituent Documents, and irrevocably appoints Lender as its attorney and proxy to cast its votes at all times permitted or required pursuant thereto, to the extent permitted by law. If Lender's representative fails to attend a duly called meeting, then Borrower may cast its votes as though this power had not been granted to Lender. It is agreed that this power shall be coupled with an interest and may not be revoked by Borrower until the promissory note is fully satisfied and the Security Instrument released. Borrower agrees that it will cause copies of all notices of meetings and other notices required or permitted under the Constituent Documents to be sent directly to Lender.
- G. **No Liability**. Lender assumes no liability for the performance of any obligation under Constituent Documents, except that if Lender acquires possession of the Property through foreclosure or otherwise. Lender agrees to perform and abide by all provisions thereof applicable to the owner of the Property as long as Lender retains title thereto.
- H. Default; Remedies. If Borrower breaches Borrower's covenants and agreement hereunder, including the covenant to pay vinen due all condominium assessments, the breach will constitute a default under the Security Instrumint and Lender may invoke any remedy provided herein subject to applicable law. Without limiting the longoing, if Borrower does not pay condominium dues and assessments when due, the Lender may pay them. Any amounts disbursed by Lender hereunder shall become additional debt of Borrower sourced by the Security Instrument, shall immediately due and payable and shall bear interest from the data of disbursement at the rate specified in the note or line of credit agreement unless otherwise prohibited by applicable law.

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

Coot County Clart's Office

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CORRECTION AGREEMENT AND LIMITED POWER OF ATTORNEY

Date:

11/02/2006

Loan Number:

0753436567

On November 2, 2006, the undersigned, for and in consideration of the approval, closing and funding, or modification, of the above-referenced consumer loan, hereby grant Washington Mutual Bank, or its agent, (the "Bank") limited power of attorney to correct and/or execute or initial all typographical or clerical errors or omissions discovered in any or all of the loan documentation required to be executed by the undersigned.

This power of attorney includes, without limitation, the authorization to correct, modify, or supplement the legal description to the Security Instrument securing the consumer loan or make other corrections, modifications, or supplements to the Security Instrument that the Bank or its agent reasonably believes are necessary or appropriate to obtain recordation of the Security Instrument, without the undersigned's re-execution or re-acknowledgment of the Security Instrument or execution or acknowledgment of a corrected, modified, or supplemented Security Instrument.

In the event this limited power of attorney is exacised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf.

THIS LIMITED POWER OF ATTORNEY MAY NOT BE USED TO INCREASE THE INTEREST RATE THE UNDERSIGNED IS PAYING, INCREASE THE TERM OF THE UNDERSIGNED'S LOAN, ADD OR INCREASE ANY FEES, INCREASE THE UNDERSIGNED'S OUTSTANDING PRINCIPAL BALANCE, OR INCREASE THE UNDERSIGNED'S MONTHLY PRINCIPAL AND LATEREST PAYMENTS.

Any of these specified changes must be executed directly by the undersigned.

This limited power of attorney shall automatically terminate 120 days from the closing date of the undersigned's consumer loan or loan modification, as applicable.

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IN WITNESS WHEREOF, the undersigned have executed this Limited Power of Attorney on Avo. 370.

JASON GOMEZ

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State of		
County of) ss)	
This instrument was acknowledge _, by: JASON GOMEZ	ed before me on	and and and and and and and and
- R		and and
whose name(s) is/are subscribed to the executed the same in his/her/their authority	ne on the basis of satisfactory evidence) to within instrument and acknowledged to morized capacity(ies), and that by his/her/thetity upon behalf of which the person(s) activity upon behalf of which the person(s) activity. VIT NESS my hand and official seal. Notary Public (Signat My commission expires:	e that he/she/they eir signature(s) on ted, executed the

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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 004000578 SC

STREET ADDRESS: 701 W. RAND ROAD, UNIT 228C

CITY: ARLINGTON HEIGHTS COUNTY: COOK COUNTY

TAX NUMBER: 03-18-203-005-0000, 03-18-203-006-0000, 03-18-203-007-0000

LEGAL DESCRIPTION:

PARCEL 1:

JNIT NUMBER 22: IN THE FOUNTAINS OF ARLINGTON CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE LOLLOWING DESCRIBED TRACT OF LAND:

PARCEL A:

THAT PART OF THE NORTHLAGTERLY 300 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE THERLOF OF THAT PART OF THE EAST 673.83 FEET, AS MEASURED ON THE SOUTH LINE THEREOF OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF RAND ROAD BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 673.83 FEET AS AFORESAID, WITH THE SOUTHWLSTERLY LINE OF RAND ROAD; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 673.83 FEET AS AFORESAID, 403.28 FEET TO THE INTERSECTION OF SAID WEST LINE WITH SAIF LINE 300.00 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE SOUTHWESTERLY LINE OF RAND ROAD; THENCE SOUTHEASTERLY ALONG SAID LINE 300.00 FEET SOUTHWESTERLY 200.00 FEET; THENCE NORTHEASTERLY TO A POINT ON THE SOUTHEASTERLY LINE OF RAND ROAD WHICH IS 400.00 FEET SOUTHEASTERLY AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID ROAD, OF THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF RAND ROAD, 400.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B:

THAT PART OF THE NORTHEASTERLY 300.0 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE THEREOF OF THAT PART OF THE EAST 673.83 FEET % MEASURED ON THE SOUTH LINE THEREOF OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF RAND ROAD BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF RAND ROAL WHICH IS 200.0 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF RAND ROAD WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 18, THENCE SOUTHWESTERLY 303.29 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET WHICH IS 425.0 FEET NORTHWESTERLY AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET, 280.80 FEET TO A POINT ON SAID LINE WHICH IS 200.00 FEET SOUTHEASTERLY, AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE WEST LINE OF THE EAST 673.83

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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 004000578 SC

STREET ADDRESS: 701 W. RAND ROAD, UNIT 228C

CITY: ARLINGTON HEIGHTS COUNTY: COOK COUNTY

TAX NUMBER: 03-18-203-005-0000

LEGAL DESCRIPTION:

FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE NORTHEASTERLY 307.95 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF RAND ROAD WHICH IS 400.0 FEET SOUTHEASTERLY AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE INTERSECTION OF THE SOUTHWESTERLY LINE OF RAND ROAD WITH THE WEST LINE OF THE EAST 673.83 FETT OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTHEASTLPLY ALONG THE SOUTHWESTERLY LINE OF RAND ROAD, 305.80 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL C:

THAT PART OF THE NORTHEASTERLY 200.0 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE THEREOF OF THAT PART OF THE EAST 673.83 FEET AS MEASURED ON THE SOUTH LINE THEREOF OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11, EAST (F FIE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF RAND ROAD BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 18 WITH THE SOUTHWESTERLY LINE OF RAND ROAD; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF RAND ROAD, 200.0 FEET; THENCE SOUTHWESTERLY 303.29 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET WHICH IS 425.0 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE EAST LINE OF THE WEST 1/2 OF NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET, 425.0 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID SECTION 18; THENCE NORTH ALONG SAID EAST LINE, 403.28 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONTAINIUM RECORDED AS DOCUMENT NUMBER 0513219051AND AMENDED BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 0625522171; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 104 AND STORAGE AREA SPACE 106 AND CONCRETE BALCONY TO UNIT 228, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED AS EXHIBIT "D" OF THE AFORESAID DECLARATION, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.