



Doc#: 0712155039 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/01/2007 12:11 PM Pg: 1 of 11

630033-TIC/THE (Paul)
This document was prepared by:

Patricia Jacobian.....
NATIONAL CITY BANK.....
6750 Miller Road.....
Brecksville, OH 44141
When recorded, please return to:
RETURN TO:
NCB, CLS BRECKSVILLE.....
DOCUMENTATION, LOCATOR 7120.....
6750 MILLER ROAD.....
BRECKSVILLE, OH 44141

State of Illinois

Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is April 20, 2007..... and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

ANDREW S GEJGER, a single person

XAG

1510 VALLEY LAKE DR APT 650 SCHAUMBURG, Illinois 60195

LENDER:

NATIONAL CITY BANK

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:

SEE ATTACHED EXHIBIT

The property is located in Cook (County) at
100 WHITE OAK CT APT 5 (Address), SCHAUMBURG (City), Illinois 60195 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

Maturity Date: 4/20/2022

X [Signature] (page 1 of 6)

UNOFFICIAL COPY

- 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 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 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.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

4. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
5. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. 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 consent.
6. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, 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 agrees 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.
7. **DUE ON SALE OR ENCUMBRANCE.** 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, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
8. **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 will keep the Property free of noxious weeds and grasses. 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.

UNOFFICIAL COPY

- 9. 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. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 10. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the following (all referred to as Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases); and rents, issues and profits (all referred to as Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default.
- Upon default, Mortgagor will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlord and tenants.
- 11. 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.
- 12. DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- 13. REMEDIES ON 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. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Mortgage shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of 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. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment 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 remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

UNOFFICIAL COPY

14. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate 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. This Security Instrument shall remain in effect until released.

15. 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.

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.

16. 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 assigns to 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 Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

17. 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. What Lender requires pursuant to the preceding sentence can change during the term of the loan. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably 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.

UNOFFICIAL COPY

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 immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. 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 application 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.

- 18. 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.
- 19. 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.
- 20. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; 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 Mortgagor'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. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 21. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security 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.
- 22. 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.
- 23. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

UNOFFICIAL COPY**TICOR TITLE INSURANCE COMPANY**

ORDER NUMBER: 2000 000630032 CH
STREET ADDRESS: 100 WHITE OAK COURT, UNIT 5
CITY: SCHAUMBURG **COUNTY:** COOK COUNTY
TAX NUMBER: 07-10-101-017-0000

LEGAL DESCRIPTION:

SECONDS WEST ALONG A LINE 5.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE CORNER POSTS OF THE NORTHERLY SWIMMING POOL FENCE, A DISTANCE OF 102.88 FEET; THENCE SOUTH 02 DEGREES, 53 MINUTES, 22 SECONDS EAST ALONG A LINE 5.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE CORNER POSTS OF THE EXISTING SWIMMING POOL FENCE, A DISTANCE OF 50.27 FEET; THENCE SOUTH 87 DEGREES, 21 MINUTES, 38 SECONDS WEST ALONG A LINE 5.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE CORNER POSTS OF THE TENNIS COURT FENCE, A DISTANCE OF 132.35 FEET; THENCE SOUTH 02 DEGREES, 38 MINUTES, 52 SECONDS EAST ALONG A LINE 5.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE CORNER POSTS OF EXISTING TENNIS COURT FENCE, A DISTANCE OF 139.95 FEET TO THE BACK OF THE AFORESAID NORTH CURVE OF KRISTIN DRIVE, (A PRIVATE DRIVE); THENCE SOUTH 87 DEGREES, 22 MINUTES, 08 SECONDS WEST ALONG THE NORTH CURVE OF KRISTIN DRIVE, A DISTANCE OF 59.83 FEET; THENCE SOUTH 02 DEGREES, 42 MINUTES, 37 SECONDS EAST, A DISTANCE OF 27.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENTS CONTAINED IN THE GRANT OF FACILITIES EASEMENT AGREEMENT DATED MARCH 28, 1988 AND RECORDED SEPTEMBER 15, 1988 AS DOCUMENT 80421687 BY AND AMONG LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 12, 1981 AND KNOWN AS TRUST NUMBER 103671, TWENTY-ONE KRISTIN LIMITED PARTNERSHIP, AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 15, 1985 AND KNOWN AS TRUST NUMBER 65791, AND GARDEN GLEN LIMITED PARTNERSHIP, AMENDMENT RECORDED MAY 5, 1999 AS DOCUMENT 99433403, AND THE AMENDMENT THERETO RECORDED JUNE 15, 2006 AS DOCUMENT NO. 0616610044; (A) UNDER, ALONG, ACROSS AND THROUGH THE STORM WATER FACILITIES PREMISES, AS DEFINED THEREIN, TO ACCEPT AND CARRY STORM WATER, (B) UNDER, ALONG, ACROSS AND THROUGH THE STORM WATER FACILITIES PREMISES TO CONNECT TO AND USE THE STORM WATER FACILITIES, (C) IN, OVER, ALONG, THROUGH AND ACROSS THE LAKE EASEMENT PARCEL AND THE LAKE FOR SURFACE DRAINAGE OF STORM WATER AND FOR THE USE OF THE LAKE TO ACCEPT, DETAIN AND RETAIN STORM WATER DRAINAGE, AND (D) IN, OVER, UNDER, ALONG, THROUGH AND ACROSS, FOR A RIGHT OF ENTRY, THE KRISTIN PROPERTY, AS DEFINED THEREIN, FOR THE PURPOSE OF EXERCISING THE RIGHTS TO MAINTAIN AND REPAIR THE FACILITIES, AS DEFINED THEREIN.

PIN NUMBERS: 07-10-101-017, 018, 019, 020, -0000

UNOFFICIAL COPY

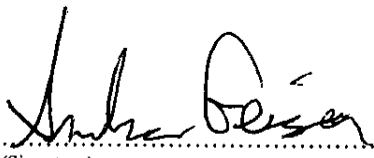
24. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$44,800.00..... . This limitation of amount does not include interest, attorneys fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

25. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
 - Condominium Rider
 - Planned Unit Development Rider
 - Other
- Additional Terms.**

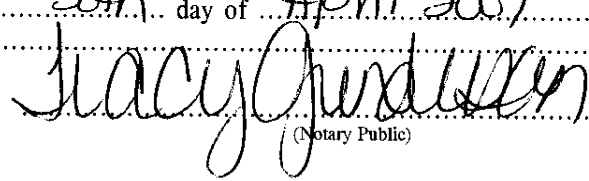
SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

- If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.


4/20/07
 (Signature) **ANDREW S GEIGER** (Date) (Signature) (Date)

ACKNOWLEDGMENT:

STATE OF IL COUNTY OF COOK } SS.
 This instrument was acknowledged before me this 20th day of April 2007
 by Andrew S. Geiger
 My commission expires: 5/15/10
 (Seal)


 (Notary Public)



UNOFFICIAL COPY

SIGNATURE ADDENDUM TO SECURITY INSTRUMENT

Definition: "Security Instrument." The Deed of Trust, Mortgage, Trust Deed, Deed to Secure Debt or Security Deed given to secure the debt to the Lender of the same date.

Mortgagor(s)/Borrower(s) on Security Instrument:
ANDREW S GEIGER

Property Address:
**100 WHITE OAK CT APT 5
SCHAUMBURG Illinois 60195**

Lender: **National City Bank**

Lender Reference Number: **0005435061**

ADDITIONAL SIGNATURES: By signing below, Grantor(s) / Mortgagor(s) / Trustor(s) / Settlor(s) agrees to the terms and covenants contained in the Security Instrument and in any attachments. Grantors(s) / Mortgagor(s) / Trustor(s) / Settlor(s) also acknowledges receipt of a copy of the Security Instrument.

NON-APPLICANT SPOUSE, OR NON-APPLICANT INDIVIDUAL WITH OWNERSHIP INTEREST IN PROPERTY: ADDITIONAL BORROWERS

Andrew S. Geiger _____ Date 4/20/07 _____ Date

_____ Date _____ Date

_____ Date

ACKNOWLEDGMENT:

STATE OF IL, COUNTY OF COOK }ss.
On this 20th day of April, 2007 before me Tracy Gunderson
a notary public, personally appeared Andrew S. Geiger

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/here/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature Tracy Gunderson
Name (typed or printed): Tracy Gunderson

My commission expires: 5/15/10



UNOFFICIAL COPY**TICOR TITLE INSURANCE COMPANY**

ORDER NUMBER: 2000 000630032 CH
STREET ADDRESS: 100 WHITE OAK COURT, UNIT 5
CITY: SCHAUMBURG **COUNTY:** COOK COUNTY
TAX NUMBER: 07-10-101-017-0000

LEGAL DESCRIPTION:**PARCEL 1:**

UNIT NUMBER 25-5 IN THE TWELVE OAKS AT SCHAUMBURG CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 1, 2, OUTLOT "A" AND OUTLOT "B" IN GARDEN GLEN, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED OCTOBER 6, 1986 AS DOCUMENT 86459348 AS AMENDED BY AMENDED PLAT RECORDED DECEMBER 28, 2006 AS DOCUMENT NUMBER 0636209030, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0700209057; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 2: (AMANDA LANE)

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID CREATED BY GRANT OF EASEMENT FOR INGRESS AND EGRESS RECORDED SEPTEMBER 9, 1982 AS DOCUMENT 26345788 AND AMENDED BY INSTRUMENT RECORDED SEPTEMBER 15, 1988 AS DOCUMENT 88421690 OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH 27.0 FEET OF THE SOUTH 37.0 FEET OF THE EAST 673.82 FEET OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING A BITUMINOUS PAVED DRIVE WITH CONCRETE CURBING FOR INGRESS AND EGRESS, EXCEPTING THEREFROM THE WEST 17.00 FEET OF THE EAST 50.00 FEET OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF A CERTAIN PIECE OF PROPERTY ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION, AS A PERMANENT EASEMENT RECORDED ON APRIL 23, 1957 AS DOCUMENT 16885123.

PARCEL 3: (LAKE EASEMENT)

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID CREATED BY GRANT OF EASEMENT FOR INGRESS AND EGRESS TO, AND USE OF, LAKE RECORDED SEPTEMBER 9, 1982 AS DOCUMENT 26345787, AND THE AMENDMENT THERETO RECORDED JUNE 15, 2006 AS DOCUMENT NO. 0616610044, ALONG, AROUND AND UPON THE FOLLOWING DESCRIBED PROPERTY:

(CONTINUED)

UNOFFICIAL COPY**TICOR TITLE INSURANCE COMPANY**

ORDER NUMBER: 2000 000630032 CH
STREET ADDRESS: 100 WHITE OAK COURT, UNIT 5
CITY: SCHAUMBURG **COUNTY:** COOK COUNTY
TAX NUMBER: 07-10-101-017-0000

LEGAL DESCRIPTION:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A BRONZE MARKER AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 10, A DISTANCE OF 671.54 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 37 SECONDS WEST, A DISTANCE OF 252.00 FEET; THENCE NORTH 87 DEGREES, 17 MINUTES, 23 SECONDS EAST, A DISTANCE OF 50.22 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 37 SECONDS WEST, A DISTANCE OF 257.90 FEET TO THE SOUTH BACK OF EXISTING CURB OF KRISTIN DRIVE, (A PRIVATE DRIVE) FOR A POINT OF BEGINNING; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST ALONG THE BACK OF CURB, A DISTANCE OF 6.95 FEET TO A POINT OF CURVE; THENCE WESTERLY, NORTHERLY, AND EASTERLY ALONG THE EXISTING CURB, EXISTING CURB FORMING AN ARC OF A CIRCLE (CONVEX WESTERLY, HAVING A RADIUS OF 153.20 FEET, CHORD NORTH 22 DEGREES, 12 MINUTES, 46 SECONDS WEST, A DISTANCE OF 288.82 FEET), A DISTANCE OF 377.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 48 DEGREES, 17 MINUTES, 05 SECONDS EAST ALONG THE BACK OF THE NORTH CURB, A DISTANCE OF 199.86 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG THE ARC OF A CIRCLE (CONVEX NORTH, ALONG THE NORTH BACK OF EXISTING CURB, HAVING A RADIUS OF 233.50 FEET, CHORD NORTH 51 DEGREES, 12 MINUTES, 31 SECONDS EAST, A DISTANCE OF 23.82 FEET), A DISTANCE OF 23.83 FEET TO THE END OF THE EXISTING CURB; THENCE CONTINUING ALONG THE ARC OF THE LAST DESCRIBED CIRCLE, (CHORD NORTH 66 DEGREES, 12 MINUTES, 31 SECONDS EAST, A DISTANCE OF 97.70 FEET), A DISTANCE OF 98.43 FEET TO THE POINT OF TANGENCY; THENCE NORTH 78 DEGREES, 17 MINUTES, 05 SECONDS, A DISTANCE OF 335.52 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG THE ARC OF A CIRCLE (CONVEX NORTH HAVING A RADIUS OF 527.57 FEET, CHORD NORTH 84 DEGREES, 03 MINUTES, 25 SECONDS EAST, A DISTANCE OF 106.12 FEET), A DISTANCE OF 106.30 FEET TO THE WEST LINE OF THE LAND GRANTED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION FOR PERPETUAL EASEMENT IN DOCUMENT 16885123; THENCE SOUTH 00 DEGREE, 05 MINUTES, 04 SECONDS EAST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 479.31 FEET TO THE BACK LINE OF THE EXISTING NORTH CURB OF KRISTIN DRIVE, (A PRIVATE DRIVE); THENCE SOUTH 87 DEGREES, 22 MINUTES, 08 SECONDS WEST ALONG THE BACK OF SAID NORTH CURB OF KRISTIN DRIVE, A DISTANCE OF 125.18 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 37 SECONDS WEST, A DISTANCE OF 61.82 FEET; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST, A DISTANCE OF 36.86 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 37 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST, A DISTANCE OF 11.30 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 37 SECONDS WEST ALONG A LINE 5.00 FEET EAST OF AND PARALLEL WITH THE EAST WALL OF AN EXISTING ONE-STORY BRICK BUILDING, A DISTANCE OF 68.86 FEET; THENCE SOUTH 87 DEGREES, 17 MINUTES, 23 SECONDS WEST ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH SAID BUILDING, A DISTANCE OF 109.34 FEET; THENCE NORTH 02 DEGREES, 40 MINUTES, 22 SECONDS EAST, A DISTANCE OF 9.93 FEET; THENCE SOUTH 87 DEGREES, 19 MINUTES, 38

LEGALD

UNOFFICIAL COPY**TICOR TITLE INSURANCE COMPANY**

ORDER NUMBER: 2000 000630032 CH
STREET ADDRESS: 100 WHITE OAK COURT, UNIT 5
CITY: SCHAUMBURG **COUNTY:** COOK COUNTY
TAX NUMBER: 07-10-101-017-0000

LEGAL DESCRIPTION:

SECONDS WEST ALONG A LINE 5.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE CORNER POSTS OF THE NORTHERLY SWIMMING POOL FENCE, A DISTANCE OF 102.88 FEET; THENCE SOUTH 02 DEGREES, 53 MINUTES, 22 SECONDS EAST ALONG A LINE 5.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE CORNER POSTS OF THE EXISTING SWIMMING POOL FENCE, A DISTANCE OF 50.27 FEET; THENCE SOUTH 87 DEGREES, 21 MINUTES, 38 SECONDS WEST ALONG A LINE 5.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE CORNER POSTS OF THE TENNIS COURT FENCE, A DISTANCE OF 132.35 FEET; THENCE SOUTH 02 DEGREES, 38 MINUTES, 52 SECONDS EAST ALONG A LINE 5.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE CORNER POSTS OF EXISTING TENNIS COURT FENCE, A DISTANCE OF 139.95 FEET TO THE BACK OF THE AFORESAID NORTH CURVE OF KRISTIN DRIVE, (A PRIVATE DRIVE); THENCE SOUTH 87 DEGREES, 22 MINUTES, 08 SECONDS WEST ALONG THE NORTH CURVE OF KRISTIN DRIVE, A DISTANCE OF 59.83 FEET; THENCE SOUTH 02 DEGREES, 42 MINUTES, 37 SECONDS EAST, A DISTANCE OF 27.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENTS CONTAINED IN THE GRANT OF FACILITIES EASEMENT AGREEMENT DATED MARCH 28, 1988 AND RECORDED SEPTEMBER 15, 1988 AS DOCUMENT 93421687 BY AND AMONG LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 12, 1981 AND KNOWN AS TRUST NUMBER 103671, TWENTY-ONE KRISTIN LIMITED PARTNERSHIP, AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 15, 1985 AND KNOWN AS TRUST NUMBER 65791, AND GARDEN GLEN LIMITED PARTNERSHIP, AMENDMENT RECORDED MAY 5, 1999 AS DOCUMENT 99433403, AND THE AMENDMENT THERETO RECORDED JUNE 15, 2006 AS DOCUMENT NO. 0616610044 (A) UNDER, ALONG, ACROSS AND THROUGH THE STORM WATER FACILITIES PREMISES, AS DEFINED THEREIN, TO ACCEPT AND CARRY STORM WATER, (B) UNDER, ALONG, ACROSS AND THROUGH THE STORM WATER FACILITIES PREMISES TO CONNECT TO AND USE THE STORM WATER FACILITIES, (C) IN, OVER, ALONG, THROUGH AND ACROSS THE LAKE EASEMENT PARCEL AND THE LAKE FOR SURFACE DRAINAGE OF STORM WATER AND FOR THE USE OF THE LAKE TO ACCEPT, DETAIN AND RETAIN STORM WATER DRAINAGE, AND (D) IN, OVER, UNDER, ALONG, THROUGH AND ACROSS, FOR A RIGHT OF ENTRY, THE KRISTIN PROPERTY, AS DEFINED THEREIN, FOR THE PURPOSE OF EXERCISING THE RIGHTS TO MAINTAIN AND REPAIR THE FACILITIES, AS DEFINED THEREIN.

PIN NUMBERS: 07-10-101-017, 018, 019, 020, -0000