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This instrument was pre

Motorola Employees Credit Union 1205 East Algonquin Road Schaumburg, IL 60196



Doc#: 0720546020 Fee: \$38.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 07/24/2007 12:16 PM Pg: 1 of 8

025075862 C7/C.

	MORTGAGE	
THIS MORTGAGE is mude on July	6, 2007	, between the Mortgagor,
KEVIN K. CHANG, AN UNNIABBIED MAN		, between the Mortgagor,
2		
(herein "Borrower"), and the Mortgagre	Motorola Employees Credit Lini	on
a corporation organized and existing under	the laws of	,
Illinois		, whose address is
1205 East Algonquin Road	Schaumburg, IL 601	
WHEREAS, Borrower is indebted to Lei indebtedness is evidenced by Borrower's n "Note"), providing for monthly installmen sooner paid, due and payable on 15JUL20	ote dated <u>(6JUL2007</u> and e	xtensions and renewals thereof therein
TO SECURE to Lender the repayment payment of all other sums, with interest th Mortgage; and the performance of the covhereby mortgage, grant and convey to COOK , State of	ereon, advanced in accordance renants and agreements of Sort Lender, the following describer	herewith to protect the security of this ower herein contained, Borrower does
SEE ATTACHED LEGAL DESCRIPTION		² /
		The County of
17-22-10-029-0000		
which has the address of 1235 S PRAIRIE	AVEAPT 703	
CHICAGO	(Street)	, Illinois 60605 (herein
"Property Address");	<i>y</i>)	(Zip Code)
Troporty Address),	11285093	EIL248 (LASER) 27860

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

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all

claims and demands, subject to encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest

indebtedness evidenced by the Note and late charges as provided in the Note.

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

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

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

Upon payment in full of all sums secured by this Mortgage, Lenger shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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

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

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the terms "extended coverage", flood and such

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make

proof of loss if not made promptly by Borrower.

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

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- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

hereunder.

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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of

trust or other security agreement with alien which has priority over this Mortgage.

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

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inura to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 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 Burrower'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 in the Property.

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

manner designated herein.

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

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the

time of execution or after recordation hereof.

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

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16. Transfer of 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 remodice permitted by this Mortgage.

may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower. NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be so ittled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' rees and costs of documentary evidence, abstracts and title reports.

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

acceleration had occurred.

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

Upon acceleration under paragraph 17 hereof or abandonment of the Froperty, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without

charge to Borrower. Borrower shall pay all costs of recordation, if any.

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

X Kin and					
KEVIN K CHANG			(Seal)		
REVIN R CHANG	Borrower				
Χ					
6			(Seal)		
X	Borrower				
9			(Seal)		
X	Borre wer				
	00/		(Seal)		
	Borrower				
STATE OF Illinois	, соок	- 0, -		County ss:	
	J. DELIA	40		a Notary Public in and for	saic
county and state, do hereby certify	that KEVIN K CHAI	NG		, , <u>, , , , , , , , , , , , , , , , , </u>	
same person(s) whose name(s) 1 person, and acknowledged that H for the uses and purposes therein	E signed and del	the foregoing i livered the said	nstrument,	conally known to me to be appeared before me this d as HIS free voluntary	ay ir
Given under my hand and offic	ial seal, this	6ТН	day of		07
My Commission expires: 1-24	-10	Darle	ne J	Dellia Notary Public	

OFFICIAL SEAL
DARLENE J DELIA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/24/10

0720546020 Page: 6 of 8

UNOFFICIAL COPY CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY ALTA RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN POLICY

LEGAL DESCRIPTION (CONTINUED)

POLICY NO.: 1408 025075862 HE

UNITS 703, AND GU-366, AND STORAGE S-19 IN THE TOWER RESIDENCES CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED LAND:

LOT 1 IN KILEY'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE LAND PROPERTY AND SPACE IN FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOT 1 IN KILEY'S SUBDIVISION, BEING A SUPDIVISION OF PART OF THE LAND PROPERTY AND SPACE IN FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 25.18 CHICAGO CITY DATUM AND LYING ABOVE A HURIZONTAL PLANE HAVING AN ELEVATION OF 14.88 CHICAGO CITY DATUM AND LYING WITHIN TS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH OO DEGREES OO MINUTES OF SECONDS EAST, ALONG THE WEST LINE THEREOF, 19.36 FEET; THENCE SOUTH 90 DEGREES CO MINUTES OO SECONDS EAST, 26.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH SO DEGREES 04 MINUTES 10 SECONDS WEST, 36.31 FEET; THENCE NORTHERLY 13.18 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 136.61 FEET, CONVEX WESTERLY, AND WHOSE CHORD BEARS NORTH 13 DEGREES 48 MINUTES 32 SECONDS WEST A DISTANCE OF 13.17 FEET; THENCE NORTH 70 DEGREES 29 MINUTES 29 SECONDS EAST, 0.41 FEET; THENCE NORTH 88 DECREES 19 MINUTES 45 SECONDS EAST, 5.41 FEET; THENCE SOUTH OO DEGREES 28 MINUTES 25 SECONDS WEST, 1.13 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES OO SECONDS EAST, 1 72 FEET; THENCE SOUTH OO DEGREES 11 MINUTES 42 SECONDS EAST, 2.94 FEET; THENCE SOUTH 80 DEGREES 36 MINUTES 47 SECONDS EAST, 2.79 FEET; THENCE SOUTH OO DEGREES OF MINUTES 25 SECONDS WEST, 9.70 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 58 SECONDS EAST, 1.41 FEET; THENCE NORTH OO DEGREES 18 MINUTES 21 SECONDS EAST, 0.41 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 39 SECONDS EAST, 8.87 FEET; THENCE SOUTH OO DEGREES 04 MINUTES 18 SECONDS WEST, 0.83 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 50 SECONDS EAST, 3.88 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 10 SECONDS EAST, 1.99 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, 14.33 FEET; THENCE NORTH OO DEGREES 18 MINUTES 17 SECONDS EAST, 1.69 FEET; THENCE NORTH 89 DEGREES 52 MINUTES OR SECONDS EAST, 14.43 FEET; THENCE SOUTH OO DEGREES 11 MINUTES 08 SECONDS EAST, 5.26 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 40 SECONDS EAST, 14.33 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 47 SECONDS WEST, 25.19 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 13 SECONDS EAST, 5.67 FEET; THENCE SOUTH OO DEGREES 57 MINUTES 07 SECONDS WEST, 8.32 FEET; THENCE WESTERLY 70.75 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 128.18 FEET, CONVEX SOUTHERLY, AND WHOSE CHORD BEARS SOUTH 89 DEGREES 59 MINUTES O1 SECONDS WEST A DISTANCE OF 69.86 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 15, 2006 AS DOCUMENT NUMBER 0613532041, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS. PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3 AS CREATED BY GRANT OF ACCESS EASEMENT AND AGREEMENT FOR USE AND MAINTENANCE OF EASEMENT PARCEL DATED JULY 20, 2000 AND RECORDED JULY 27, 2000 AS DOCUMENT NUMBER 00570791 MADE BY MUSEUM PARK EAST, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY TO CHICAGO TITLE LAND TRUST COMPANY (FORMERLY KNOWN AS CHICAGO TITLE AND TRUST COMPANY) AS TRUSTEE UNDER A TRUST AGREEMENT DATED MARCH 1, 1990 AND KNOWN AS TRUST NUMBER 1080000 FOR

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UNOFFICIAL COPY CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY
ALTA RESIDENTIAL LIMITED COVERAGE
JUNIOR LOAN POLICY

LEGAL DESCRIPTION (CONTINUED)

POLICY NO.: 1408 025075862 HE

PEDESTRIAN AND LIMITED VEHICULAR INGRESS AND EGRESS. PARCEL 2:

THAT PART OF LOT 1 IN KILEY'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE LAND PROPERTY AND SPACE IN FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 25.18 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 14.88 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH OO DEGREES OO MINUTES OO SECONDS EAST, ALONG THE WEST LINE THEREOF, 19.36 FEET; THENCE SOUTH 90 DEGREES OO MINUTES OO SECONDS EAST, 26.32 FIET TO THE POINT OF BEGINNING; THENCE NORTH OO DEGREES 04 MINUTES 10 SECONDS WEST 30.31 FEET; THENCE NORTHERLY 13.18 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 136.61 FEET, CONVEX WESTERLY, AND WHOSE CHORD BEARS NORTH 13 DEGREES 48 MINUTES 32 SECONDS WEST A DISTANCE OF 13.17 FEET; THENCE NORTH 70 DEGREES 29 MINUTES 29 SECONDS EAST, 0.41 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 45 SECONDS EAST, 5.41 FEET; THENCE SOUTH OO DEGREES 28 MINUTES 25 SECONDS WEST. 1.13 FEET; THENCE SOUTH SO DEGREES 54 MINUTES OO SECONDS EAST, 1.72 FEET; THENCE SOUTH OO DEGREES 11 MINUTES 42 SECONDS EAST, 2.94 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 47 SECONDS EAST, 2.79 FEET; THENCE SOUTH OO DEGREES 05 MINUTES 25 SECONDS WEST, 9.70 FEET; THENCE WORTH 89 DEGREES 34 MINUTES 58 SECONDS EAST, 1.41 FEET; THENCE NORTH OO DEGREES 18 MINUTES 21 SECONDS EAST, 0.41 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 39 SECONDS EAST, 8.87 FEET; THENCE SOUTH OO DEGREES 04 MINUTES 18 SECONDS WEST, 0.83 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 50 SECONDS EAST, 3.88 FEET; THENCE NORTH OO DEGREES 13 MINUTES 10 SECONDS EAST, 1.99 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 37 SECURIDS EAST, 14.33 FEET; THENCE NORTH OO DEGREES 18 MINUTES 17 SECONDS EAST, 1.69 FELT; THENCE NORTH 89 DEGREES 52 MINUTES 08 SECONDS EAST, 14.43 FEET; THENCE SOUTH OO DEGREES 11 MINUTES 08 SECONDS EAST, 5.26 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES AC SECONDS EAST, 14.33 FEET; THENCE SOUTH OO DEGREES 07 MINUTES 47 SECONDS WEST, 25.19 FEET: THENCE SOUTH 89 DEGREES 52 MINUTES 13 SECONDS EAST, 5.67 FEET; THENCE SOUTH OF DEGREES 57 MINUTES 07 SECONDS WEST, 8.32 FEET; THENCE WESTERLY 70.75 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 128.18 FEET, CONVEX SOUTHERLY, AND WHUST CHORD BEARS SOUTH 89 DEGREES 59 MINUTES 01 SECONDS WEST A DISTANCE OF 69.86 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

OUTLOT 1 IN THE KILEY'S SUBDIVISION BEING A SUBDIVISION OF PART OF THE LAND PROPERTY AND SPACE IN FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3 AS CREATED BY GRANT OF ACCESS EASEMENT AND AGREEMENT FOR USE AND MAINTENANCE OF EASEMENT PARCEL DATED JULY 20, 2000 AND RECORDED JULY 27, 2000 AS DOCUMENT NUMBER 00570791 MADE BY MUSEUM PARK EAST, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY TO CHICAGO TITLE LAND TRUST COMPANY (FORMERLY KNOWN AS CHICAGO TITLE AND TRUST COMPANY) AS TRUSTEE UNDER A TRUST AGREEMENT DATED MARCH 1, 1990 AND KNOWN AS TRUST NUMBER 1080000 FOR PEDESTRIAN AND LIMITED VEHICULAR INGRESS AND EGRESS. PARCEL 5:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY THE

0720546020 Page: 8 of 8

UNOFFICIAL COPY CHICAGO TITLE INSURANCE COMPANY

ALTA RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN POLICY

LEGAL DESCRIPTION (CONTINUED)

POLICY NO.: 1408 025075862 HE

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS: RECIPROCAL EASEMENT AGREEMENT FOR INGRESS AND EGRESS DATED MAY 11, 2006 AND RECORDED MAY 15, 2006 AS DOCUMENT NUMBER 0613532039.

PARCEL 6:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF EASEMENTS FOR ENCROACHMENTS, ADJACENT WALLS, ACCESS AND MAINTENANCE FOR FEGREL 532040.

OPCOOK COUNTY CLERK'S OFFICE INGRESS AND EGRESS DATED MAY 14, 2006 AND RECORDED MAY 15, 2006 AS DOCUMENT NUMBER 0613532040.