# UNOFFICIAL COPY .....

Doc#: 0813315024 Fee: \$60.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 05/12/2008 09:19 AM Pg: 1 of 13

Consumer Lending Department 555 E. Butterfield Rd. Lombaid IL 60148 SPACE ABOVE RESERVED FOR RECORDING DATA-**CONSUMER LOAN MORTGAGE** 14603790 Account Number: 092 - 192 - 0000 - 1305 - 8001 TCF NATIONAL BANK ILLINOIS CONSUMER LENDING DEPARTMENT NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE IS TWO HUNDRED ONE THOUSAND FOUR HUND, CED FIFTY DOLLARS AND 00 CENTS Dollars ( \$201,450.00 This CONSUMER LOAN MORTGAGE ("Mortgage") is made this 24th day of April, 2008 THERESA J ZANGARA FKA THERESA J AKWAN and A JE 153, ZANGARA **KWAN** whose address is 1935 S ARCHER UNIT 224 CHICAGO IL 60616 (the "Borrower"), who grants, conveys, mortgages and warrants to TCF National Bank, a national banking association, 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527 (the "Lender"), land and County, Illinois, described as: property in Cook SEE ATTACHED PREPARED BY CLEARTS BOYD TCF NATIONAL BANK 555 E BUTTEKPIZLD RD LOMBARD IL 60148 street address: 1935 S ARCHER UNIT 224 CHICAGO IL 60616 PIN # 17-21-414-011-1127 together with all buildings, improvements, and fixtures on the property, whether now on inc property or added in the future, and all easements and other rights that pertain to the property (collectively the "Property"). This Mortgage secures performance and payment under the terms of this Mortgage and Borrower's note dated the same date as this Mortgage in the principal amount of TWO HUNDRED ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS AND 00 CENTS Dollars (\$201,450.00), subject to any written amendments to the note agreed to by Lender and Borrower ("Note"). In addition to the indebtedness due under the Note, this Mortgage secures Protective

Advances which may be in excess of the maximum principal amount stated above with interest thereon (collectively "Debt") and the performance of all covenants and agreements of Borrower contained herein. "Protective Advance" is defined as a payment made by Lender for performance of covenants of

Borrower pertaining to insuring or preserving the Property upon Borrower's failure to perform. The full Debt, if not paid earlier, is due and payable on <u>05/08/2048</u>. ☐ If the box preceding this sentence is checked, the interest rate under the Borrower's Note is variable and can change daily, as described in

Borrower promises and agrees:

the Note.

CF National Bank

1. To keep the Property in good repair, and to comply with all laws and ordinances, which effect the Property.

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To pay all taxes, assessments, and water bills levied on the Property and any other amounts which would become a senior Security Interest against the Property. "Security Interest" includes any lien, mortgage or other encumbrance.

To perform all obligations under any Security Interest on the Property. As of the date hereof, there exists no other Security Interest on the Property, other than as were disclosed to Lender on the title search and report or other title evidence obtained by Lender prior to accepting this Mortgage, or on

Borrower's loan application.

- To keep the Property insured against fire, windstorm, flood, and such other hazards as Lender may require, in an amount and manner acceptable to Lender, and with the proceeds made payable in the policies to Lender as mortgagee, and to deliver such proof of insurance as Lender may require. Borrower may obtain insurance from the insurance company of Borrower's choice as long as the insurance company is reasonably acceptable to Lender. Lender will apply any insurance proceeds to pay the Debt, unless Lender agrees in writing that the proceeds can be used differently. If Lender uses the proceeds to reduce the debt, Borrower will still have to make regular monthly payments until the Debt is catisfied. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's Agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's property ("Collateral"). This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not any claim that Borrower makes, or any claim that is made against Borrower in connection with the Collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by this Agreement. If Lender purchases insurance for the Collateral, Borrower will by responsible for the costs of that insurance, including interest and any other charges Lender ma/impose in connection with the placement of the insurance, until the effective date of the tancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able obtain on Borrower's own. Lender is not required to obtain the lowest cost insurance that might be available.

  5. That if all or part of the Property is condemned on taken by eminent domain, Borrower directs the
- 5. That if all or part of the Property is condemned or taken by eminent domain, Borrower directs the party condemning or taking the Property to pay all of the money to Lender. Lender will apply the money to pay the Debt, unless Lender agrees in writing that the proceeds can be used differently. If Lender uses the money to reduce the Debt, Borrower, will still have to make regular monthly payments until the Debt is satisfied.

6. That if Borrower fails to perform any of Borrower's obligations under this Mortgage, Lender may pay for the performance of such obligations. Any amount so paid and the cost of any title search and

report made after any Default may be added to the Debt as a Protective Advance.

7. If Borrower is in default of any of the provisions of the Agreeme it or this Mortgage, then Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding and may avail itself of all other rights available under applicable law. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 9 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the derault, (c) a date, not less than 30 days from the date the notice is given to Borrower, by which tile default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the light to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this section, including but not limited to, the amount of the Debt outstanding, the costs and charges of such sale, reasonable attorneys' fees and costs of title evidence. In the event of any foreclosure or other sale under this Mortgage by virtue of judicial proceedings, advertisement, or otherwise, the Property may be sold in one parcel and as an entirety, or in such parcels, manner, or order as the

Lender in its sole discretion may elect.
 That the term "Default" means (a) Borrower's failure to comply with the terms of this Mortgage; or (b)
 Borrower's failure to meet the terms of the Note; or (c) Borrower's failure to comply with the terms of

any Security Interest having priority over this Mortgage.

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The term "Lender" includes Lender's successors and assigns, and the term "Borrower" includes and binds the heirs, personal and legal representatives, successors, and assigns of the undersigned. If this Mortgage is signed by two or more persons, the obligations and Security Interest granted by this Mortgage shall be cumulative and in addition to any other remedies provided by law. Each person who signs this Mortgage is responsible for keeping all of the promises made by Borrower. Lender may choose to enforce its rights against anyone signing the Mortgage or against all of them. However, if someone signed this Mortgage, but signed the Note as collateral owner only, then that person will not be required to pay any amount under the Note, but will have signed only to grant, convey, mortgage and warrant any rights that person has in the Property. Also, Borrower may agree to extend, modify, forebear, or make any accommodations with regard to the Note or Mortgage without such collateral owner's consent.

- 9. That Borrower shall not assign or transfer the Property or any beneficial interest in the Property by deed, bond for deed, contract for deed, installment sales contract, escrow agreement, or other instruments, or in any manner whatsoever, without Lender's prior written consent. Lender's written consent is not required in the following circumstances:
  - (a) (no creation of a lien or other encumbrance subordinate to Lender's Security Interest which are not relate to a transfer of rights of occupancy in the Property (provided that such lien or encumbrance is not created pursuant to a contract for deed);
  - (b) the creation of a purchase-money Security Interest for household appliances;
  - (c) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
  - (d) the granting of a leasehold interest which has a term of three years or less and which does not contain an option to purchase (that is, either a lease of more than three years or a lease with an option to purchase violates this provision);
  - (e) a transfer, in which the transferee is a person who occupies or will occupy the Property, which is:
    - (i) a transfer to a relative resulting from the death of Borrower;
    - (ii) a transfer where the spouse or child(ren) becomes an owner of the Property; or (iii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or
  - (f) a transfer into an inter vivos trust in which Porrower is and remains the beneficiary and occupant of the Property, unless, as a conduct precedent to such transfer, Borrower refuses to provide Lender with reasonable means acceptable to Lender by which Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy.
- 10. That Lender or its agent may make reasonable entries upon an I inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 11. That if the loan secured by this Mortgage is subject to a law which sets movimum loan charges, and that law is finally interpreted so that the interest or other loan charge collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to somework. Lender may choose to make this refund by reducing the outstanding Debt or by making a direct payment to Borrower. If a refund reduces the Debt, the reduction will be treated as a partial pre-payment, without any prepayment charge under the Note.
- 12. That the Borrower shall pay to Lender on the day the scheduled monthly payments are due wider the Note, until the Agreement is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; and (b) premiums for any and all flood insurance required by Lender, if any. These items are called "Escrow Items." At origination or at any time during the term of the Agreement, Lender may require that Borrower provide escrow for hazard insurance premiums, Community Association Dues, Fees, and Assessments, if any, and such premiums, dues, fees and assessments shall be an Escrow Item.

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Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section 12. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waited by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be an obligation of the Borrower in this Mortgage, as the phrase is used in Section 6. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 6 and pay such amount and Borrower shall then be obligated under Section 6 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a criticen notice to Borrower by Lender and, upon such revocation, Borrower shall pay to Lender Funds, in such amounts that are then required under this Section 12.

Lander may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data at direcsonable estimates of expenditures of future Escrow Items or otherwise in accordance with the law governing the Note.

The Funds may be commingled with other funds of the Lender. Lender shall apply the Funds to pay the Escrow tems no later than the time specified under RESPA. Unless an agreement is made in writing, Lender soul not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, vithout charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds he'd in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined up the shortage in accordance with respect to the conductive of the shortage in accordance with respect to the conductive of the shortage in accordance with respect to the conductive of the shortage in accordance with respect to the conductive of the conductiv pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no

more than 12 monthly payments.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

13. That this Mortgage, and any actions arising out of this Mortgage are governed by Illinois law to the extent not preempted by federal law. If any provision of this Mortgage is found to be unenforceable, all other provisions will remain in full force and effect. Lender's failure to exercise any right or remedy under this Mortgage will not waive Lender's rights in the fut ite

14. That upon payment of all sums secured by this Security Instrument, Lengar shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

Riders. The following Riders are to be executed by the Borrower:  X Condominium Rider  Planned Unit Development Rider	☐ Balloon Ride
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## **UNOFFICIAL CC**

BY SIGNING BELOW, BORROWER HAS SIGNED AND DELIVERED THIS MORTGAGE AS OF THE DATE FIRST WRITTEN ABOVE AND HEREBY RELEASING AND WAIVING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THIS STATE.

Borrey

(signatureolimits

THERESA J ZANGARA FKA THERESA JAKWAN KWAN

(type or very clearly print name)

(signature)

ANDRES ZANGARA

(type or very clearly print name)

day of

State of Illinois

County of Cook

) ss.

The foregoing instrument was acknowledged before me this

by THERESA J ZANGARA FKA THERESA J XKWAN and ANDRE ZANGARA

Married

OFFICIAL SEAL

YUDELKA ROSARO

NOTARY PUBLIC - STATE OF ILLINC'S MY COMMISSION EXPIRES 01-00-11

Notary

Kwara

My commission expires:

County, t County Clark's Office

This instrument was drafted by:

TCF National Bank 800 Burr Ridge Parkway Burr Ridge, IL 60527

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#### **CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this 24th day of April , 2008 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Note to TCF National Bank,

1400 W Fullerton Chicago IL 60614-0000

the

"Lender") of the same date and covering the Property described in the Security Instrument and located at: 1935 S ARCHER UNIT 224 CHICAGO IL 60616

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: POINTE 1900 CONDO ASSOCIATION

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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 Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promittly pey, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Pr perty 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 in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Borrower's obligation under Section 4 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy

What Lender requires as a condition of this waiver can change during the term of this loan.

Borrower shall give Lender p ompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elaments, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the suma ecured by the Security Instrument, with any 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 insurance princy acceptable in form, amount, and extent of coverage to Lender.
- **D. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
  - (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
  - (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
  - (iii) termination of professional management and assumption of self me agement of the Owners Association; or
  - (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- **E. Remedies.** If Borrower does not pay condominium dues and assessments when du , then Lender may pay them. Any amounts disbursed by Lender under this paragraph E shall become additioned debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon incline from Lender to Borrower requesting payment.

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

THERESA JZANGARACKA THERESA BOTTOWER
KWAN

(Seal)
ANDRES ZANGARA
-Borrower

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#### EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

UNIT NO 324 AND G-77 IN POINTE 1900 ON STATE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

#### PARCEL 1:

THAT PART OF LCIS 2 AND 3, AND ALL OF LOTS 6 AND 7, TOGETHER WITH A PART OF THE VACATED 30 FOOT ALLEY LYING EAST OF AND ADJOINING EAST LINE OF SAID LOT 6 AND LYING WEST OF AND ADJOINING THE WEST LINE OF SAID LOTS 2 AND 3, IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNLY OF SAID LOT 7; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOTS 6 AND 7 AND THE NORTHWESTERLY LINE OF SAID VACATED 30 FOOT ALLEY, SAID LINE ALSO BEING THE SOUTHEASTERLY LINE OF SOUTH ARCHER AVENUF, A DISTANCE OF 205.69 FEET;

THENCE SOUTH 31 DEGREES 54 MINUTES 03 SECONTS EAST, A DISTANCE OF 68.65 FEET;

THENCE SOUTH 57 DEGREES 48 MINUTES 37 SECONDS WEST, A DISTANCE OF 57.50 FEET;

THENCE SOUTH 31 DEGREES 44 MINUTES 44 SECONDS EAST, A

DISTANCE OF 16.35 FEET;
THENCE SOUTH 00 DEGREES 00 MINUTES 37 SECONDS WEST, A

DISTANCE OF 68.15 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 23 SECONDS WEST, A DISTANCE OF 13.40 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 37 SECONDS WEST, A DISTANCE OF 24.42 FEET;

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#### EXHIBIT A (continued)

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID VACATED 30 FOOT ALLEY AND THE SOUTH LINE OF SAID LOTS 6 AND 7, SAID LINE ALSO BEING THE NORTH LINE OF WEST CULLIRTON STREET, A DISTANCE OF 157.38 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 13 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 7, SAID LINE ALSO BEING THE EAST LINE OF SOUTH DEARLORN STREET, A DISTANCE OF 86.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM PARCELS (RETAIL PROPERTIES) DESCRIBED AS FOLLOWS:

#### PARCEL A:

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION + 13.46 FEET CFICAGO CITY DATUM AND LYING AT AND BELOW A HORIZONTAL PLANE AT ELEVATION + 28.79 FEET CHICAGO CITY DATUM OF THAT PART OF LOTS 6 AND 7 IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCK; IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSPIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONES EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 7, SAID LINE ALSO BEING THE SOUTHEASTERLY LINE OF SOUTH ARCHER AVENUE, A DISTANCE OF 5837 FEET;

THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 5.77 FEET;

THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.61 FEET;

THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 7.59 FEET;

THENCE SOUTH 58 DEGREES 08 MINUTES 39 SECONDS WEST, A DISTANCE OF 7.49 FEET;

THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A

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#### EXHIBIT A (continued)

DISTANCE OF 9.45 FEET; THENCY NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 8.05 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 16.80 FEET; THENCE SOUTH 58 DEGREES 08 MINUTES 39 SECONDS WEST, A DISTANCE OF 21.30 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 15.63 FEET; THENCE NORTH 58 DECREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 13.09 FEET, THENCE SOUTH 76 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 13.50 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 5.50 FEET; THENCE SOUTH 58 DEGREES 06 MINUTES 03 SECONDS WEST, A DISTANCE OF 21.88 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 38.68 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.65 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 940 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS MEST, ALONG THE SOUTH LINE OF SAID LOTS 6 AND 7, SAID LINE ALSO BEING THE

FEET;
THENCE NORTH 00 DEGREES 05 MINUTES 13 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 7, SAID LINE ALSO BEING THE EAST LINE OF SOUTH DEARBORN STREET, A DISTANCE OF 86.83 FEET TO THE

NORTH LINE OF WEST CULLERTON STREET, A DISTANCE OF 49.54

POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL B:

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION + 13.46 FEET CHICAGO CITY DATUM AND LYING AT AND

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#### EXHIBIT A (continued)

BELOW A HORIZONTAL PLANE AT ELEVATION + 28.79 FEET CHICAGO CITY LATUM OF THAT PART OF LOTS 2, 3, 6 AND 7, TOGETHER WITH A PART OF THE VACATED 30 FOOT ALLEY LYING EAST OF AND ADJOINING EAST LINE OF SAID LOT 6 AND LYING WEST OF AND ADJOINING THE WEST LINE OF SAID LOTS 2 AND 3, IN BLOCK 32 IN CANAL TRUSTERS NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE TF17D PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 7;
THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, ALONG THE
NORTHWESTERLY LINE OF SAID LOTS 6 AND 7 AND THE NORTHWESTERLY
LINE OF SAID VACATED 30 FOOT ALLEY, SAID LINE ALSO BEING THE
SOUTHEASTERLY LINE OF SOUTH ARCHER AVENUE, A DISTANCE OF
70.24 FEET TO THE POINT OF BECLENING;

THENCE CONTINUING NORTH 58 DEGRIES 08 MINUTES 39 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 135.45 FEET; THENCE SOUTH 31 DEGREES 54 MINUTES 03 SECONDS EAST, A DISTANCE OF 68.65 FEET; THENCE SOUTH 57 DEGREES 48 MINUTES 37 SECONDS WEST, A DISTANCE OF 57.50 FEET; THENCE SOUTH 31 DEGREES 44 MINUTES 44 SECONTS EAST, A DISTANCE OF 0.96 FEET; THENCE SOUTH 58 DEGREES 06 MINUTES 03 SECONDS WEST, A DISTANCE OF 80.05 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 30.61 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, DISTANCE OF 1.50 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 9.76 FEET;

THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A

THENCE NORTH 31 DEGREES 51 MINUTES 21 SECONDS WEST, A

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DISTANCE OF 2.50 FEET;

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#### EXHIBIT A (continued)

DISTANCE OF 1.09 FEET;
THENCY NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A
DISTANCE OF 6.15 FEET;
THENCE MORTH 31 DEGREES 51 MINUTES 21 SECONDS WEST, A
DISTANCE OF 19.82 FEET;
THENCE SOUTH 58 DEGREES 08 MINUTES 39 SECONDS WEST, A
DISTANCE OF 8.11 FEET;
THENCE NORTH 31 DEGREES 51 MINUTES 21 SECONDS WEST, A
DISTANCE OF 8.68 FEET TO THE POINT OF BEGINNING, IN COOK
COUNTY, ILLINOIS.

#### PARCEL C:

THAT PART OF LOTS 6 AND 7, TOGETHER WITH A PART OF THE VACATED 30 FOOT ALLEY LYING EAST OF AND ADJOINING EAST LINE OF SAID LOT 6, IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, FAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7;
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 7, SAID LINE ALSO DEING THE NORTH LINE OF WEST CULLERTON STREET, A DISTANCE OF 10.19 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS FAST, A DISTANCE OF 48.08 FEET;
THENCE NORTH 58 DEGREES 06 MINUTES 03 SECONDS EAST, A DISTANCE OF 108.96 FEET;
THENCE SOUTH 31 DEGREES 44 MINUTES 44 SECONDS EAST, A DISTANCE OF 15.39 FEET;
THENCE SOUTH 00 DEGREES 00 MINUTES 37 SECONDS WEST, A DISTANCE OF 68.15 FEET;
THENCE NORTH 89 DEGREES 59 MINUTES 23 SECONDS WEST, A DISTANCE OF 13.40 FEET;
THENCE SOUTH 00 DEGREES 00 MINUTES 37 SECONDS WEST, A

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#### EXHIBIT A (continued)

DISTANCE OF 24.42 FEET;
THENC'S SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG
SAID SOUTH LINE OF LOTS 6 AND 7, AND SAID SOUTH LINE OF
VACATED 30 FOOT ALLEY, SAID LINE ALSO BEING THE NORTH LINE OF
WEST CULLGATON STREET, A DISTANCE OF 87.19 FEET TO THE POINT
OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE
AT ELEVATION + 3.46 PEET CHICAGO CITY DATUM AND LYING AT AND
BELOW A HORIZONTAL PLANE AT ELEVATION + 12.80 FEET CHICAGO
CITY DATUM OF THAT PART OF LOTS 3,4 AND 5 IN BLOCK 32 IN
CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL
SOUTHEAST 1/4 OF SECTION 2), TOWNSHIP 39 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 90 DEGREES 00 MINUIFS 00 SECONDS WEST, A DISTANCE OF 70.35 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 50 SECONDS WEST, A DISTANCE OF 10.33 FEET TO THE PONT OF BEGINNING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 64.97 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 16 SECONDS WEST, A DISTANCE OF 90.85 FEET; THENCE NORTH 58 DEGREES 38 MINUTES 08 SECONDS FAST, A DISTANCE OF 47.84 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 24.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 58 SECONDS EAST, A DISTANCE OF 115.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 17-21-414-011-1127 THERESA J. AKWAN AND ANDRES ZANGARA,

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#### EXHIBIT A (continued)

NOT AS TENANTS IN COMMON, BUT AS JOINT TENANTS

1935 SOUTH ARCHER AVENUE, CHICAGO IL 60616 Loan Reference Number : 632029 First American Order No: 14603790 Identifier: FIRST AMERICAN LENDERS ADVANTAGE

When RECORDED RETURN TO:
Equity Loan Services, Inc.
1100 Superior Ave., Ste. 200
Cleve'and, OH 44114
National Recording - FACT