## UNOFFICIAL COMMITTEE OF THE PROPERTY OF THE PR

Doc#: 1117210061 Fee: \$82.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 06/21/2011 03:32 PM Pg: 1 of 24

Recording Cover Sheet

Lost Document Affidavit

This certified copy of the instrument is being re-recorded for the purpose of correcting the common address.

Common Address:

7553 N. Riuge Road, Unit 7553-3, Chicago, Illinois 60645

Permanent Index No. 11-30-308-027-1004

11-30-308-001 (Cinclerlying)
o:

Prepared By/Return To:

Casey B. Hicks, Esq. Larson & Associates, P.C. 230 W. Monroe – Suite 2220 Chicago, Illinois 60606 (312) 422-1900

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Doc#: 1023931125 Fee: \$78.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 08/27/2010 04:01 PM Pg: 1 of 22

Recording Cover Sheet

**Lost Document** Affidavit

Prepared by:

Casey 1. Hicks, Esq. Larson & Associates, P.C. 230 W. Mon. oe - Suite 2220 Chicago, Illinoi. 60006

(312) 422-1900

Of County Clark's Office

#### LOST DOCUMENT AFFIDAVIT

CHRISTINA PUCKETT, being first sworn upon her oath, deposes and states that if called to testify in this matter, could, based upon her own personal knowledge, competently testify as follows:

- 1. I am the production manager for the Fidelity National Title Group, the parent company of Ticor Title Insurance Company ("Ticor") and possess authority to execute this affidavit on Ticor's behalf.
- 2. Among other things, Ticer issues title insurance policies for commercial and residential real estate transactions and performs related real estate services through both local branch offices and a network of affiliated agents.
- 3. As part of its usual and customary business practices, Ticor maintains and/or reviews records for closings conducted in its offices as well as in the offices of the company's various agents.
- 4. As part of my job responsibilities, I periodically review these records as they relate to title claims that arise subsequent to the closing of individual transactions.
- 5. I have reviewed Ticor's records for a May 21, 2009 residential closing (the "Closing") in which 7551 N. Ridge LLC ("Ridge") sold the property located at 7553 N. Ridge Road, Unit 7553-3 in Chicago, Illinois (the "Premises") to Kalin Kostadinov ("Kostadinov"). Based on these records, I am familiar with the transaction, including the status of title to the



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subject property before and after the closing as well as the funds disbursed at the conclusion of the proceeding.

- 6. According to Ticor's records, on May 21, 2009 a duly authorized representative of Ridge appeared and executed and delivered a Warranty Deed (the "Deed") conveying title of the Premises to Kostadinov.
- According to Ticor's records, in return for delivery of the deed, Kostadinov remitted a total of \$290,000.00 (the "Purchase Price") to Ridge's beneficiary.
- 8. According to Ticor's records, Kostadinov financed his purchase of the Premises by delivering a \$284,747.00 promissory note (the "Note") to Polaris Home Funding Corp. ("Polaris").
- 9. As security for sums divanced pursuant to the terms of the Note, Ticor's records reflect that Kostadinov executed and delivered a mortgage (the "Mortgage") pursuant to which Kostadinov conveyed to Polaris a first mortgage her interest in the Premises.
- 10. It is the practice of Ticor to prepare rectocopies of all signed deeds, notes and mortgages at the time of their execution. Following duplication, these documents are placed into a file maintained for each transaction.
  - 11. The original Deed and Mortgage have been misplaced.
- 12. At the time of the Closing and following their execution, Ticor photocopied the Mortgage and the Deed and placed identical copies in the file maintained for this transaction. Since this time, Ticor has been in continuous possession of the copies.
- 13. The Mortgage attached hereto is a true and correct copy of the Mortgage signed by Kostadinov.



FURTHER YOUR AFFIANT SAYETH NAUGHT.

Christina Puckett Production Manager

near

STATE OF TEXAS

This instrument was acknowledged before me on Aug 24,200 (date)

persons acknowledging)

ngeenern

**Notary Public** 

Printed Name: VFUIK + TOMURIN

KELLI RAE GAMBLIN
Notary Public, State of Texas
My Commission Expires
Morch 18, 2013

My Commission Expires:

3/18/13

## UNOFFICIAL CO

Recordation Requested by: POLARIS HOME FUNDING CORP. 0-186 44TH STREET SUITE #2 GRANDVILLE, MI 49418 When Recorded Mail to: POLARIS HOME FUNDING CORP 0-185 44TH STREET SUITE #2 GRANDVILLE, MI 48418 Send Tax Notices to: POLANC HOME FUNDING CORP 0-185 45. H STREET SUITE #2 GRANDVILLE MI 19418

Certified thue JCPY

LOANIE: 000842462

This Mortgage prepared Ly: Elizabath PARCEL TAX (D#: 11 30 725 001 0000

State of Illinois MIN 1001408-0000042486-9 MORTGAGE

pe Above This Line For Recording Data)

FHA Case Number

137-4888403-734

THIS MORTGAGE ("Security Instrument") it given on May 21st, 2009 KALIN KOSTADINOV, A SINGLE : AN K.C.

. The Morigagor is

whose address is 1300 SOUTH ELMHURET RD , MOUNT PROSPECT, IL 60058

("Borrower"). This Security Instrument is given to Mortg to Blectronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, or hereafter defined, and Lenders successe a sud assigns), as MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O.F.O. 2026, Fint, MI 48501-2026, tel. (888) 679-MERS. POLARIS HOME FUNDING CORP, A MICHIGAN CORPORATION

which is organized and existing under the laws of THE STATE OF MICHIGAN ardress is 10-185 44TH STREET, SUITE #2, GRANDVILLE, MI 49418

, and whose

("Lender") Somower owes Lender the principal sum of TWO HUNDRED EIGHTY FOUR THOUSAND SEVEN HUNDRED FORTY SEVEN AND X 1/1/100

Dollars (U.S. \$ 284,747.90

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("lote"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1st, 2039 Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, as an renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under large up 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreement this Security Instrument and the Note. For this purpose, Borrower does herely morigage, grant and convey to MERS (rule), as nominee for Lender and Lender's successors and assigns) and the the successors and assigns of MERS the following described property

SEE ATTACHMENT A

7553 N. Ridge Road, Unit 7553-3, Chicago

which has the address of -7555 NGRTH REGE AVE UNIT #6, OF HOASO Illinois 60645

("Property Address");

[Zip Code]

ILLINGIS - Single Family - FHA SECURITY INSTRUMENT - 1/98

GCC - 1590-11L (93/94)

## JNOFFICIA

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Leader including, but not limited to releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to morigage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Ten's SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNT. OPM COVENANTS. Borrower and Lander covenant and agree as follows:

1. I say out of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the

debt evidenced by the Note and late charges due under the Note.

2. Montray Syments of Taxos, Insurance and Other Charges, Borrower shall include in each monthly payment, together with the palacial and interest as set forth in the Note and any late charges, a sum of (a) taxes and special assessments levied or to be levied state the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for levied or to be levied state the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for levied or to be levied state and the Property, and (c) premiums for levied or to be levied state and the Property, and (c) premiums for levied or to be levied state and the Property, and (c) premiums for levied or to be levied state and the Property, and (c) premiums for levied or to be levied state and the Property. of Housing and Urban Develop and ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument and monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Survivary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are care a "Escrow Items" and the sums paid to Lander are called "Escrow Punds".

Lender may, at any time, collect and all amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Burrower's we or account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. section 2601 et seq. and implementing rog lations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitter, by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the morigage insurance premium.

If the amounts held by Lender for Escrow Items excee, the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the gaovats of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower of Figure Borrower to make up the shortage as permitted by

The Escrow Funds are piedged as additional security for all sums secured by this Security Instrument. If Borrower tenders RESPA. to Leader the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund my excess funds to Borrower, may ediately prior to a foreclosure sale of the Property or its acquisition by Leader, Borrower's account shall be credited with an vivilance remaining for all installments for items (a), (b) and (c).

Application of Paymenta. All payments under paragraphs 1 and 2 shall be applied by Lander as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the incentity charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, floor and ther hazard insurance promiums, as required;

Third, to interest due under the Note:

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note. 4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now is existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Leader, instead of to Borrower and to Leader Jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the proceeds to the principal shall not extend or postpone the due date of the proceeds to the principal shall not extend or postpone the due date of the proceeds to the principal shall not extend or postpone the due date of the proceeds to the principal shall not extend or postpone the due date of the proceeds to the principal shall not extend or postpone the due date of the proceeds to the principal shall not extend or postpone the due date of the proceeds to the principal shall not extend or postpone the due date of the principal shall not extend or postpone the due date of the principal shall not extend or postpone the due date of the principal shall not extend or postpone the due date of the principal shall not extend or postpone the due date of the principal shall not extend or postpone the due date of the principal shall not extend or postpone the due date of the principal shall not extend or postpone the due date of the principal shall not extend or postpone the due date of the principal shall not extend or postpone the due date of the principal shall not extend or postpone the due date of the principal shall not extend or postpone the due date of the principal shall not extend or postpone the due date of the principal shall not extend or postpone the due date of the principal shall not extend or postpone the due date of the principal shall not extend or postpone the due date of the principal shall not extend or postpone the date of the principal shall not extend or postpone the date of the principal shall not extend or postpone the date of the principal shall not extend or postpone the date of the principal shall not extend or postpone the date of the principal shall not extend or postpone the date of the principal shall not extend or postpone the date of the principal shall not extend or postpone the date of the date of the principal shall not extend or postpone the date of the princi

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monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of this to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security lastrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines this requirement will cause undue hardship for Borrower, or unless extennating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, language or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abundanced or the loan is in default. Lender may take reasonable action of process, gave materially faise or inaccurate information or statements to Lender (or failed to provide Lender with any married information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall country with the provisions of the lease, If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other initing of var part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extract of the full amount of the indebtedness that recealing unpaid under the Note and this Security Instrument. Lender shell apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first so any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Levier's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not acinosed in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly farmish to Lender with a evidencing these payments.

If Borrower fails to make these payments or the payments and agreements contained in this Security Instrument, or there is a nep'2 proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an actional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disburser at at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security last, when unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lander; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's plater operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to the Lender; abordinating the lien to this Security Instrument. If Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the tien or take one or mose of the actions set forth above within 10 days of the giving of notice.

- 8. Foes. Leader may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
  - (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
    - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
    - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
  - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Garmatz Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

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(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Walver. If circumstances occur that would permit Leader to require immediate payment in full, but Leader does not require such payments. Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstations regulations issued by the Secretary will limit Lender's rights, in the case of payment definite, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be from the date hereof, Lender may, at its eligible for insurance under the National Housing Act within 60 DAYS volion require immediate payment in full of all sums secured by this Security Instrument. A written statement of any aut lorized agent of the Secretary dated subsequent to 60 DAYS from the data bereaf, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the forego'c, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's fullure to resid a morigage insurance premium to the Secretary.

10. Reinstatemers. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's fallure to pay the amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To constate the Security Instrument, Borrower shall tender in a hump sum all amounts required to bring Borrower's account current actualing, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and contomary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by B repwar, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate promont in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted relastatement after the commander of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure processes (ii) reinstatement will preclude foreclosure on different grounds in the fature, or (iii) reinstatement will adversely affect to priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lade: Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Insurant granted by Lander to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Porrower's successor in laterest. Lender shall not be required to commence proceedings against any successor in interest or refu a to extend time for payment or otherwise modify amontization of the sums secured by this Security Instrument by reason of any temand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any dean or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co against. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Ledder and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several Para Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument out to mortgage, grant and convey that Bornower's interest in the Property under the terms of this Security Instrument; (b) is not property obligated to pay the sums secured by this Security Instrument; and (c) agrees that Leader and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note witl out that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by sent wing it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to de Property Address or any other address Borrower designates by notice to Leader. Any notice to Leader shall be given by an class mail to Lander's address stated herein or any address Lander designates by notice to Borrower. Any notice provided fa in this Security Instrument shall be deemed to have been given to Borrower or Leader when given as provided in this paragrap i.

14. Governing Law, Soverability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazzerdous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, saything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the prec storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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Borrower shall promptly give Lander written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerusene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Anderson of Rents. Borrower enconditionally assigns and transfers to Lender all the rents and revenues of the Property. For ower authorizes Leader or Leader's agents to collect the rents and revenues and hereby directs each tenant of the Property to per an rems to Lender or Lender's agents. However, prior to Lender's actice to Borrower of Borrower's breach of any covenant of any ment in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the constitutes an absolute assignment and not an assignment for additions? so surity only.

If Lender gives notice to breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Prop. 9; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or

Lender's agent on Lender's written demond to the tenant.

Borrower has not executed any p for a signment of the rests and has not and will not perform any act that would prevent

Lander from exercising its rights under this regraph 17.

Lender shall not be required to enter the control of or maintain the Property before or after giving action of breach to Borrower. However, Lander or a judicially an object receiver may do so at any time there is a breach. Any application of rents shall not care or waive any default or invalid are any other right or remedy of Lender. This assignment of rents of the Property shall terrainate when the debt secured by the Security Instrument is paid in full.

18. Forcelosure Precedure. If Lender requires is smediate payment in full under paragraph 9, Lender may foreclose this Security instrument by Judicial proceeding. Lender shall be excited to collect all expenses incurred in pursuing the remedies

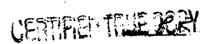
provided in this paragraph 18, including, but not limited to, reas and a stiorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by an Acretary and the Secretary requires immediate payment in full under puregraph 9, the Secretary may invoke the nonjudicial provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et saq.) by requesting a loreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing to the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lander under this paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lorder shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recordation costs.

20. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.



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nd agreements of this Security Instrument as if Check applicable box(es)]	me tidec(s) were a barr of rms se	carity instrument.	venants
neck applicable tox(es)	Growing Equity Rider		•
Graduated Payment Rider	Planned Unit Development Ri	ider	
Other(s) [specify]			
		•	,
ZY SIGNING BELOW, Borrower accept	and sman in the terms remining	d in this Samety Instrument and in any	rider(s)
by Borrawer and recorded with it.	and agrees to the terms commen	777	,
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	) 8B	N.	
COUNTY OF COOK			
On this day before me, the undersigned N	lotary Public, personally appea ex	A KA'LIN KOSTADINOV , 1	
		3 Mills	= 1~1# 1
executed the Mortgage, and acknowledged ti	, to me kill the Morte velocities which has	own to be the individual(s) described in	vactand
leed, for the uses and purposes therein mentio	eed.		,
		f May 52009	
Given under my hand and official seel thi	is 21st day of		
\X \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	_	OFFICIAL SELL	~~}
Ву	Residing at	SLADJANA RIZVANOVIDA	<b>.</b> {
Notary Public in and for the State of ILLINO	8	NOTARY PUBLIC - STATE OF ALINO  MY COMMISSION EXPIRED: 10/11/1	
		mmmmmm s	~ <u>\</u>
My commission expires	K.K.		
Prepared By:			
Prepared By: Elizabeth			
Elizabeth POLARIS HOME FUNDING CORP		·	
Elizabeth		·	

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#### CONDOMINIUM RIDER

LOAN# 000042466

PHA Case Number 137-4868403-734

THIS CONDOMINIUM RIDER to made this 21st day of May , 2009 , and is incorporated into r.a. hall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrumes.") r.a. the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to POLARIS HC ME FUNDING CORP, A MICHGAN CORPORATION

("Lender") of the same date and covering the Property & stilled in the Security Instrument and located at:

7853 NORTH RIDGE AVE UNIT #3 CHICAGO, IL 60045

7553 N. Ridge Road, Unit 7555-2, Chicago, IL 60645

[Property Address]

The Property Address includes a unit in, together with an undivided been a in the common elements of, a condominium project known as:

#### [Name of Condombium Project]

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

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender walves the provision in Paragraph 2 of this Security instrument for the monthly payment to Lender of

MULTISTATE CONDOMINUM REDER - Single Family - ITIA Uniform Instrument GCC - 27622-1 (05/96) Page 7 of 2

vains: K.K.

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one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Leader prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominance unit or to the common elements, any proceeds payable to Porrower are hereby assigned and shall be paid to Leader for application to the sums secured by this Security—Lastronnent, with any excess paid to the easity legally entitled thereto.

3. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and gover ain; the Condominium Project.

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

,	Mul
-80	VALUE OF STREET
-Ba	0,
-Bo	
-00	
-Bo	0.

[Sign Original Only]

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#### Exhibit A

UNIT NO. 7553-3 AND PARKING SPACE NO. P- IN THE HOWARD RIDGE CONDOMINIUM, AS DELINEATED

ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE THAT PART OF LOTS 1 AND 2 (TAKEN AS A TRACT) IN WEBER HEIGHTS SUBDIVISON IN ROGERS PARK, A SUBDIVISION OF THE WEST 6 ACRES OF LOT 14 IN COUNTY CLERK'S SUBDIVISION, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

ELCY TION 2125: THAT PART OF LOTS 1 AND 2 (TAKEN AS A TRACT) IN WEBER HEIGHTS SUBDIVISION IN ROGERS PARK, A SUBDIVISION OF THE WEST 6 ACRES OF LOT 14 IN COUNTY CLERK'S SUBDIVISION LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF

+33.49' CCD AND LYING BELOW A HORIZONAL PLANE HAVING AN BLEVATION OF +47.83' CCD DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT

THENCE NORTH 90 DECREES 00 MINUTES 00 SECONDS WEST (ASSUMED) ALONG THE NORTH

LINE OF SAID LOT 1 FOR A JETANCE OF 15.71 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WELT FOR A DISTANCE OF 4.78 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 4.03 FEET:

THENCE NORTH 13 DEGREES 57 ML: UTES 56 SECONDS EAST FOR A DISTANCE OF 3.94 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 9.00 FEET;

THENCE SOUTH 90 DEGREES 93 MINUTES 96 OF CONDS EAST FOR A DISTANCE OF 1.00 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 51 SECONUS EAST FOR A DISTANCE OF 0.70 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 04 SECONDS 1 AST TOR A DISTANCE OF 0.70 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 46 SECONDS BASILICE A DISTANCE OF 0.62 FEET;

THENCE SOUTH 05 DEGREES 40 MINUTES 44 SECONDS EAST FOR A 1-ISTANCE OF 11.35 FEET;

THENCE SOUTH 84 DEGREES 19 MINUTES 14 SECONDS WEST FOR A DII TAI CE OF 0.70 FEET;

THENCE SOUTH 05 DEGREES 40 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 41.68 FEET;

THENCE NORTH 88 DEGREES 29 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 12.64 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 6.93 FRET;

THENCE SOUTH 89 DEGREES 55 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 8.71 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 11.57 FRET:

THENCE NORTH 89 DEGREES 55 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 1.83 FEET;



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THENCE NORTH 00 DEGREES 05 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 3.78 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 0.65 FEET:

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 18.88 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 0.95 FEET:

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 9.22 FEET TO THE POINT OF BEGINNING, ALSO EXCEPTING:

EXCEPTION 2127: THAT PART OF LOTS 1 AND 2 (TAKEN AS A TRACT) IN WEBER HEIGHTS SUBDIVISION IN ROGERS PARK, A SUBDIVISION OF THE WEST 6 ACRES OF LOT 14, IN COUNTY OF PARTS SUBDIVISION LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION (F)

+33.80' CCD AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +47.88' CCD DESCRIBED AF POLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1,

THANCE NORTH 90 DECKELS 00 MINUTES 00 SECONDS WEST (ASSUMED) ALONG THE NORTH

LINE OF SAID LOT 1 FOR A DISTANCE OF 24.96 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 4.82 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 3.92 FEET:

THENCE NORTH 15 DEGREES 54 MINUTE', 22 SECONDS WEST FOR A DISTANCE OF 4.01 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES OF SUCONDS WEST FOR A DISTANCE OF 8.99 FEET:

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECOND LEAST FOR A DISTANCE OF 1.10 FEET.

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WY ST FOR A DISTANCE OF 0.25 FEET:

THENCE SOUTH 00 DEGREES 05 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 53.30 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 01 SECONDS EAST FOR A DESTANCE OF 12.04 FEET;

THENCE NORTH 90 DEGREES 64 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 7.10 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 8.72 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 11.57 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 3.40 FRET;

THENCE NORTH 00 DEGREES 04 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 3.79 PEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 3.15 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 28.06 FRET

TO THE POINT OF BEGINNING, ALSO EXCEPTING:



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EXCEPTION 2129: THAT PART OF LOTS 1 AND 2 (TAKEN AS A TRACT) IN WEBER HEIGHTS SUBDIVISION IN ROGERS PARK, A SUBDIVISION OF THE WEST 6 ACRES OF LOT 14 IN COUNTY CLERK'S SUBDIVISION LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF

+35.21' CCD AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +47.74' CCD DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1,

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED) ALONG THE NORTH

L'AT OF SAID LOT 1 FOR A DISTANCE OF 40.72 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 4.85 FEET TO THE POINT OF BEGINNING; THEN(E) NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 3.88

THENCE NO ATH 15 DEGREES 86 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 4.03 FEET;

THENCE NORTH 9. DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 5.23

THENCE SOUTH 00 DECASES 04 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 1.20 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 0.75 FEET;

THENCE SOUTH 00 DEGREES 04 LOT ITES 59 SECONDS EAST FOR A DISTANCE OF 53.22 PRET; THENCE NORTH 89 DEGREES IS MUNUTES 01 SECONDS EAST FOR A DISTANCE OF 10.90

FEET; THENCE NORTH 60 DEGREES 64 MINUTES 59 SECONDS WEST FOR A DISTANCE OF

FEET TO THE POINT OF BEGINNING, ALSO EXCERTING:

EXCEPTION 2131: THAT PART OF LOTS 1 AND 2 (TAVIN AS A TRACT) IN WEBER HEIGHTS SUBDIVISION IN ROGERS PARK, A SUBDIVISION OF 122 WEST 6 ACRES OF LOT 14 IN COUNTY CLERK'S SUBDIVISION LYING ABOVE A HORIZON AL PLANE HAVING AN ELEVATION OF

+35.25' CCD AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +47.67' CCD DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHLAST CORNER OF SAID LOT

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSULATED) ALONG THE NORTH

LINE OF SAID LOT 1 FOR A DISTANCE OF 52.74 FEET; THENECE SOUTH 63 DAGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 0.96 FRET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 5.56

THENCE SOUTH 13 DEGREES 49 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 3.98 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 3.77 FEET;

THENCE SOUTH 00 DEGREES 04 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 10.65 FEET;

THENCE SOUTH 89 DEGRESS 55 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 4.73 FEET;

THENCE SOUTH 60 DEGREES 04 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 3.98 PEET;

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THENCE NORTH 89 DEGRESS 55 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 3.03 FEET;

THENCE SOUTH 60 DEGREES 04 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 27.25 FEET:

THENCE NORTH 89 DEGREES 55 MINUTES 02 SECONDS BAST FOR A DISTANCE OF 12.68 FEET; THENCE NORTH 80 DEGREES 04 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 44.52

FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 0.70

FEEL; TJENCE NORTH 60 DEGREES 64 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 1.20

PEET TO TUP POINT OF BEGINNING; EXCEPT THAT PART OF THE ABOVE DESCRIBED PARCEL

LYING ABOVE A BORIZONTAL PLANE HAVING AN ELEVATION OF +43.56° CCD AND LYING BELOW A HORIZO? TAL PLANE HAVING AN ELEVATION OF +47.67° CCD, DESCRIBED AS FOLLOWS: COMMETIZING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE NORTH 90

DEGREES 00 MINUTES 62 SECONDS WEST FOR A DISTANCE OF 52.74 FEET; THENCE SOUTH

DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 0.96 FEET; THENCE SOUTH 00

DEGREES 04 MINUTES 59 SECONDS E .51' FOR A DISTANCE OF 1.20 FEET; THENCE NORTH

DEGREES 00 MINUTES 00 SECONDS EAST OR A DISTANCE OF 0.70 FEET; THENCE SOUTH

DEGREES 94 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 37.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 55 MINUTES 02 SECONDS WEST FOR A DISTANCE OF

3.63 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 59 SECONDS EAST FOR A DISTANCE OF

6.65 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 02 SECONUS EAST FOR A DISTANCE OF

3.63 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 59 SECONDS WEST FOR A DISTANCE OF

6.65 FEET TO THE POINT OF BEGINNING, ALSO EXCEPTING;

EXCEPTION 2133: THAT PART OF LOTS 1 AND 2 (TAKEN AS A TRACT) IN WILD'R HEIGHTS SUBDIVISION IN ROGERS PARK, A SUBDIVISION OF THE WEST 6 ACRES OF LOT 14 IN COUNTY CLERK'S SUBDIVISION LYING ABOVE A HORIZONTAL PLANE HAVE OF AN ELEVATION

OF +35.25' CCD AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +47.67'

CCD DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1.

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED) ALONG THE NORTH

LINE OF SAID LOT 1 FOR A DISTANCE OF 52.74 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 0.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 5.56 FEET;

THENCE SOUTH 13 DEGREES 49 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 3.98

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FEET:

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 3.77

THENCE SOUTH 00 DEGREES 04 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 10.65 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 4.73

THENCE SOUTH 00 DEGREES 04 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 3.98

THEY, TW NORTH 89 DEGREES 55 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 3.03 FEET;

THENCE (O')TH 00 DEGREES 04 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 27.25 FEET; THEY CF NORTH 89 DEGREES 55 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 12.68

FEET; THENCE 00 OF GREES 04 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 44.52

THENCE NORTH 90 DEGPEES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 0.70 FEET;

THENCE NORTH 00 DEGREES \* 4 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 1.20 FEET

TO THE POINT OF BEGINNING; EXCEPT THAT PART OF THE ABOVE DESCRIBED PARCEL LYING

ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +43.56' CCD AND LYING BELOW

HORIZONTAL PLANE HAVING AN ELEVATION OF +47.67' CCD, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE NORTH 90 DEGREES

MINUTES 00 SECONDS EAST FOR A DISTANCE OF 0.96 FLET; THENCE SOUTH 00 DEGREES

MINUTES 59 SECONDS EAST FOR A DISTANCE OF 1.20 FEET; THENCE NORTH 90 DEGREES

MINUTES 00 SECONDS EAST FOR A DISTANCE OF 0.70 FEET; THENCE SOUTH 00 DEGREES

MINUTES 59 SECONDS EAST FOR A DISTANCE OF 37.87 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 55 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 3.63 FRET;

THENCE SOUTH 00 DEGREES 04 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 4.65 FEET; FEET; FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 59 SECONDS, WEST FOR A DISTANCE OF 6.65

TO THE POINT OF BEGINNING, ALSO EXCEPTING;

EXCEPTION 2135: THAT PART OF LOTS 1 AND 2 (TAKEN AS A TRACT) IN WEBER HEIGHTS SUBDIVISION IN ROGERS PARK, A SUBDIVISION OF THE WEST 6 ACRES OF LOT 14 IN COUNTY CLERK'S SUBDIVISION LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION

OF +36.22' CCD AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF

CCD DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT

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THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED) ALONG THE NORTH

LINE OF SAID LOT 1 FOR A DISTANCE OF 86.53 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 0.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 5.84

THENCE SOUTH 14 DEGREES 33 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 3.98

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 3.79 FEET,

THENCE SOUTH 00 DEGREES 04 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 41.86 PEET; TLLVOT NORTH 89 DEGREES 55 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 11.29

FEET; THENCE NORTH 00 DEGREES 04 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 44.49

FEET; THENCE NORTH, 9) DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 0.65

FEET; THENCE NORTH 60 D'/GB EES 04 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 1.20

FEET TO THE POINT OF BEGINNING ALSO EXCEPTING:

EXCEPTION 7559: THAT PART OF LOS 1 AND 2 (TAKEN AS A TRACT) IN WEBER HEIGHTS SUBDIVISION IN ROGERS PARK, A SUBDIVISION OF THE WEST 6 ACRES OF LOT 14 IN COUNTY CLERK'S SUBDIVISION LYING ABOVE A HORIZONTAL PLANE HAVING AN BLEVATION OF

+38.17' CCD AND LYING BELOW A HORIZON 1.2" PLANE HAVING AN ELEVATION OF +49.54' CCD DESCRIBED AS FOLLOWS: COMMENCING 4". THE NORTHEAST CORNER OF SAID LOT 1,

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECOND SWEST (ASSUMED) ALONG THE NORTH

LINE OF SAID LOT 1 A DISTANCE OF 150.00 FEET TO THE NOT THEWEST CORNER OF SAID LOT 1, THENCE SOUTH 05 DEGREES 41 MINUTES 20 SECONDS & ST ALONG THE WEST LINE OF SAID LOTS 1 AND 2 FOR A DISTANCE OF 7.42 FEET; THENCE NOW THE 84 DEGREES 18 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 1.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05 DEGREES 42 MINUTES 46 SECONDS EAST FOR A INVANCE OF 5.38 FEET:

THENCE NORTH 84 DEGREES 17 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 1.45 FEET;

THENCE SOUTH 05 DEGREES 42 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 2.33 FEET;

THENCE SOUTH 84 DEGREES 17 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 1.45 FEET;

THENCE SOUTH 05 DEGREES 42 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 10.34 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 1.46

FRET; THENCE SOUTH 05 DEGREES 42 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 0.48

FEET; THENCE NORTH 90 DEGREES 90 MINUTES 90 SECONDS EAST FOR A DISTANCE OF 14.23 FEET; THENCE NORTH 90 DEGREES 90 MINUTES 90 SECONDS EAST FOR A DISTANCE OF

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1.20 FRET; THENCE SOUTH 57 DEGREES 32 MINUTES 36 SECONDS EAST FOR A DISTANCE 5.57 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 59 SECONDS EAST FOR A DISTANCE 0.90 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE 8.30 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 01 SECONDS EAST FOR A DISTANCE 26.35 PEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE 16.87 FPZT: THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 33.76 FF LT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 1.65 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR DISTANCE OF 9.33 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR DISTANCE OF 3.12 FEET; THENCE SOUTH 41 DEGREES 23 MINUTES 00 SECONDS WEST FOR DISTANCE OF 4.68 FEET; THE ACT NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR DISTANCE OF 3.08 FEET; TO THE POINT OF BEGINNING, ALSO EXCEPTING; EXCEPTION 7557: THAT PART OF 107 F 1 AND 2 (TAKEN AS A TRACT) IN WEBER HEIGHTS SUBDIVISION IN ROGERS PARK, A SUBDIVISION OF THE WEST 6 ACRES OF LOT 14 IN COUNTY CLERK'S SUBDIVISION LYING A SOVE A HORIZONTAL PLANE HAVING AN **ELEVATION OF** +38.14° CCD AND LYING BELOW A HORIZON LAZ PLANE HAVING AN ELEVATION OF +49.85° CCD DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT THENCE NORTH 90 DEGREES 60 MINUTES 60 SECONUS WEST (ASSUMED) ALONG THE NORTH LINE OF SAID LOT I A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH 05 DEGREES 41 MINUTES 20 SECONDS EAST AT ONG THE WEST LINE OF SAID LOTS 1 AND 2 FOR A DISTANCE OF 36.17 FEET; THENCE NORTH 84 DEGREES 18 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 4.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 55 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 12.03 FEET: THENCE NORTH 00 DEGREES 04 MINUTES 59 SECONDS WEST FOR A DISTANCE UK 9.05 FEET; THENCE SOUTH 51 DEGREES 05 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 2. FEET: THENCE NORTH 89 DEGREES 55 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 15.95 FEET: THENCE SOUTH 00 DEGREES 04 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 17.62 FEET: THENCE SOUTH 89 DEGREES 55 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 32.76 THENCE NORTH 05 DEGREES 42 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 0.60

THENCE SOUTH 89 DEGREES 54 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 1.00

FEET;



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FEET

THENCE NORTH 05 DEGREES 42 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 5.05 FERT;

THENCE NORTH 74 DEGREES 00 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 3.98 FEBT;

THENCE NORTH 05 DEGREES 42 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 4.25

TO THE POINT OF BEGINNING, ALSO EXCEPTING;

EXCENTION 7555: THAT PART OF LOTS 1 AND 2 (TAKEN AS A TRACT) IN WEBER HEIGHTS SUED VISION IN ROGERS PARK, A SUBDIVISION OF THE WEST 6 ACRES OF LOT 14 IN COUNTY CLERK'S SUBDIVISION LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF

+98.20° CC, A'D LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +49.87° CCD DESCRIE ET AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1,

THENCE NORTH 90 PEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED) ALONG THE NORTH

LINE OF SAID LOT 1, A DIFTANCE OF 150.00 FRET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH 05 DF JRIVES 41 MINUTES 20 SECONDS EAST ALONG THE WEST LINE OF SAID LOTS 1 AND 2 FOR A DISTANCE OF 48.01 FEET; THENCE NORTH 84 DEGREES 18 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 0.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05 DEGREES 42 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 5.12

THENCE SOUTH 76 DEGREES 12 MINUTES 51 SECONDS LAST FOR A DISTANCE OF 3.97 FEET;

THENCE SOUTH 05 DEGREES 42 MINUTES 46 SIZONDS EAST FOR A DISTANCE OF 4.16 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 01 SECONOS PAST FOR A DISTANCE OF 28.87 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 18.73 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 32.69

PEET; THENCE SOUTH 05 DEGREES 42 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 0.55

FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 1.00

FEET, TO THE POINT OF BEGINNING, ALSO EXCEPTING;

EXCEPTION 7553: THAT PART OF LOTS 1 AND 2 (TAKEN AS A TRACT) IN WEBEY, YEIGHTS SUBDIVISION IN ROGERS PARK, A SUBDIVISION OF THE WEST 6 ACRES OF LOT 14 IN COUNTY CLERK'S SUBDIVISION LYING ABOVE A HORIZONTAL PLANE HAVING AF

OF +38.30' CCD AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +49.79'

CCD DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1,

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED) ALONG THE NORTH

LINE OF SAID LOT 1 A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT

1, THENCE SOUTH 05 DEGREES 41 MINUTES 20 SECONDS EAST ALONG THE WEST LINE OF

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SAID LOTS 1 AND 2 FOR A DISTANCE OF 60.10 FEET; THENCE NORTH 84 DEGREES 18 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 0.93 FEET TO THE POINT OF BEGINNING; FEET;

THENCE SOUTH 77 DEGREES 44 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 3.99 FEET;

THENCE SOUTH 05 DEGREES 42 MINUTES 47 SECONDS BAST FOR A DISTANCE OF 4.25 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 12.46

THENC'S SOUTH 60 DEGREES 04 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 4.77 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 53.30 FEET;

THENCE NORTH 60 DEGREES 04 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 16.84 FEET;

THENCE SOUTH 89 DECRIES 55 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 69.66 PEET; THENCE SOUTH 05 1) LIGREES 42 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 0.60

FEET; THENCE SOUTH 89 DECREPS 55 MINUTES 01 SECONDS WEST FOR A DISTANCE OF

FEET TO THE POINT OF BEGINNIN 3. 1" SO EXCEPTING;

EXCEPTION 7551: THAT PART OF LOT: I AND 2 (TAKEN AS A TRACT) IN WEBER HEIGHTS SUBDIVISION IN ROGERS PARK, A SUBDIVISION OF THE WEST 6 ACRES OF LOT 14 IN COUNTY CLERK'S SUBDIVISION LYING ALOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF

+38.29' CCD AND LYING BELOW A HORIZONTAL FLANE HAVING AN ELEVATION OF +49.95' CCD DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1,

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED) ALONG THE NORTH

LINE OF SAID LOT 1 A DISTANCE OF 150.00 FRET TO THE NORTH VEST CORNER OF SAID LOT 1, THENCE SOUTH 05 DEGREES 41 MINUTES 20 SECONDS EAST FLONG THE WEST LINE OF

SAID LOTS 1 AND 2 FOR A DISTANCE OF 82.77 FEET; THENCE NORTH 74 DEGREES 18 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 4.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05 DEGREES 42 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 4.00 FEET;

THENCE SOUTH 75 DEGREES 23 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 3.95 FEET;

THENCE SOUTH 05 DEGREES 42 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 6.55 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 1.26 FEET;

THENCE SOUTH 05 DEGREES 42 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 0.75 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 0.40 FRET;

THENCE SOUTH 05 DEGREES 42 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 0.48 FEET;

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THENCE NORTH 89 DEGREES 55 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 11.37

THENCE NORTH 00 DEGREES 04 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 0.75

THENCE NORTH 89 DEGREES 55 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 54,24 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 59 SECONDS WEST FOR A DISTANCE OF

FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 01 SECONDS WEST FOR A DISTANCE OF

FEET, THENCE SOUTH 00 DEGREES 04 MINUTES 59 SECONDS EAST FOR A DISTANCE OF

PEET; THEN CE SOUTH 89 DEGREES 55 MINUTES 01 SECONDS WEST FOR A DISTANCE OF

FEET, TO 1 BE TO INT OF BEGINNING, ALL IN SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE 1 HOAD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY

ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT

0807716027, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE

INTEREST IN THE COMMON ELE OF NTS, IN COOK COUNTY, ILLINOIS.

7553 N. Kinge Road, Unit 7553-3 Chicago, Ill Nois 60645

PROPERTY ADDRESS: 7553 N. RIBGE BOUL, WARD #3, CHICAGO, IL 60645. PIN: 11-30-308-001-0000 (AFFECTS UNDERLYING 14 A VD)

PIN: 11-30-308-027-1004

11-30-308-001

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JUN 20 11

RECORDER OF DEEDS, DOOK COUNTY