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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



1416713026

Doc#: 1416713026 **Fee:** \$54.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/16/2014 11:25 AM Pg: 1 of 9

Report Mortgage Fraud
800-532-3785

The property identified as: **PIN:** 17-09-200-017-1013 ✓

Address:

Street: 340 W. SUPERIOR STREET ✓

Street line 2: UNIT 701

City: CHICAGO

State: IL

ZIP Code: 60654

Lender: HERGET BANK, NATIONAL ASSOCIATION

Borrower: ANDREW D. SMITH AND ANN C. SMITH ▼

Loan / Mortgage Amount: \$120,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: BE77A6EE-92D1-4173-899D-7493DC5AC345

Execution date: 05/29/2014

Property of Cook County Clerk's Office

Handwritten notes and stamps on the right margin, including the word "INT" and various numbers.

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Space Above This Line For Recording Data

This instrument was prepared by Loan Department, Herget Bank, N.A., 33 S. 4th Street, Pekin, IL 61554
When recorded return to Loan Department, Herget Bank, N.A., 33 S. 4th Street, Pekin, IL 61554

MORTGAGE

(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is May 29, 2014. The parties and their addresses are:

MORTGAGOR:

ANDREW D SMITH

Spouse of ANN C SMITH
340 W SUPERIOR STREET, UNIT 701
CHICAGO, IL 60654-6185

ANN C SMITH

Spouse of ANDREW D SMITH
340 W SUPERIOR STREET, UNIT 701
CHICAGO, IL 60654-6185

ANDREW D. SMITH AND ANN C. SMITH, INDIVIDUALLY AND AS HUSBAND AND WIFE

LENDER:

HERGET BANK, NATIONAL ASSOCIATION

Organized and existing under the laws of the United States of America
33 S. 4th Street
Pekin, IL 61554

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, sell, convey, mortgage and warrant to Lender, the following described property:

P.I.N. #17-09-200-017-1013

SEE ATTACHED EXHIBIT "A"

ANDREW D SMITH
Illinois Mortgage

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The property is located in Cook County at 340 W. SUPERIOR STREET UNIT 701, CHICAGO, Illinois 60654-6185.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$120,000.00. Any limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated May 29, 2014, from Mortgagor to Lender, with a maximum credit limit of \$120,000.00 and maturing on May 29, 2034.

B. Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

5. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

6. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

ANDREW D SMITH
Illinois Mortgage

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Page 2



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7. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

8. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

9. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

10. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

11. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the following (Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (Leases); and rents, issues and profits (Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.

12. MORTGAGE COVENANTS. Mortgagor agrees that the covenants in this Security Instrument are material obligations under the Secured Debts and this Security Instrument. If Mortgagor breaches any covenant in this Security Instrument, Lender may refuse to make additional extensions of credit or may reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

13. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Fraud. Mortgagor engages in fraud or material misrepresentation in connection with the Secured Debts.

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Illinois Mortgage

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Page 3



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B. Payments. Any party obligated on the Secured Debts fails to make a payment when due.

C. Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property.

14. REMEDIES ON DEFAULT. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debts and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Upon default, Lender will have the right, without declaring the whole indebtedness due and payable, to foreclose against all or any part of the Property. This lien will continue as a lien on any part of the Property not sold on foreclosure.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal will become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

15. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, valuating, appraising, preserving, or otherwise protecting the Property and Lender's security interest. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing, or protecting Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Expenses include all costs and disbursements, including reasonable attorneys' fees and collection agency charges, incurred to collect or enforce this debt. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor. This Security Instrument will remain in effect until released. Lender agrees to pay for any recordation costs of such release.

16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and will remain in full compliance with any applicable Environmental Law.

C. Mortgagor will immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the



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Property. In such an event, Mortgagor will take all necessary remedial action in accordance with any Environmental Law.

D. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

17. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

18. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld. All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

19. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

20. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all homestead exemption, redemption, reinstatement and appraisal rights relating to the Property.

21. OTHER TERMS. The following are applicable to this Security Instrument:

A. Line of Credit. The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

B. No Action by Lender. Nothing contained in this Security Instrument shall require Lender to take any action.



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22. APPLICABLE LAW. This Security Instrument is governed by the laws of Illinois, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

23. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

24. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

25. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

26. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

Andrew D Smith Date 5/29/14
ANDREW D SMITH
Individually

Ann C Smith Date 5/29/14
ANN C SMITH
Individually


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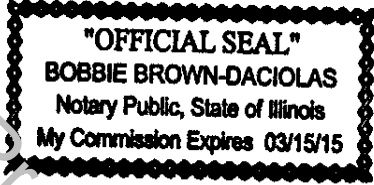
ACKNOWLEDGMENT.

STATE OF ILLINOIS, COUNTY OF DUPAGE ss.

This instrument was acknowledged before me this 29th day of May 2014 by ANDREW D SMITH , spouse of ANN C SMITH, and ANN C SMITH , spouse of ANDREW D SMITH.

My commission expires:
March 15, 2015


(Notary Public)
Bobbie Brown-Daciolas



Property of Cook County Clerk's Office

ANDREW D SMITH
Illinois Mortgage

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Page 7



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EXHIBIT "A"

UNIT 701 IN THE 340 WEST SUPERIOR CONDOMINIUM AS DELINEATED ON A SURVEY OF PART OR ALL OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 11, 12, 13, 14, 15 AND 16, BOTH INCLUSIVE, IN BLOCK 18 IN BUTLER WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF LYING ABOVE THE CONCRETE SURFACE OF GROUND LEVEL FIRST FLOOR (ELEVATION 13.40, CITY OF CHICAGO DATUM) AND LYING BELOW THE CONCRETE SURFACE OF CEILING OF SAID GROUND LEVEL FIRST FLOOR (ELEVATION 30.07, CITY OF CHICAGO DATUM) DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 89° 48' EAST, ALONG THE SOUTH LINE OF SAID LOTS, 21.30 FEET; TO THE PLACE OF BEGINNING OF EXCEPTION 'A'; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE INTERIOR FACE OF CONCRETE WALLS, CONCRETE COLUMNS, CONCRETE BLOCK WALLS AND/OR METAL STUD WALLS, TO-WIT:

NORTH 00° 22' 32" EAST, 46.12 FEET; THENCE SOUTH 89° 31' 42" EAST, 26.38 FEET; THENCE SOUTH 00° 34' 17" WEST, 11.16 FEET; THENCE ALONG THE ARC OF A CIRCLE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 13.85 FEET AND A CHORD LENGTH OF 13.96 FEET WHICH BEARS SOUTH 33° 14' 08" EAST, FOR AN ARC LENGTH OF 14.63 FEET; THENCE SOUTH 00° 05' 33" EAST, 10.22 FEET; THENCE ALONG THE ARC OF A CIRCLE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 14.60 FEET AND A CHORD LENGTH OF 13.67 FEET WHICH BEARS SOUTH 35° 08' 23" WEST, FOR AN ARC LENGTH OF 14.23 FEET; THENCE SOUTH 00° 12' 00" WEST, 1.76 FEET TO THE SOUTH LINE OF SAID LOTS; THENCE NORTH 89° 46' 00" WEST, ALONG THE SOUTH LINE OF SAID LOTS 26.37 FEET TO THE PLACE OF BEGINNING,

TOGETHER WITH

THAT PART OF SAID LOTS DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 00° 00' 00" EAST ALONG THE EAST LINE OF SAID LOT, 129.60 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 89° 48' 00" WEST ALONG THE SOUTH LINE OF SAID LOTS, 75.42 FEET; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE INTERIOR FACE OF CONCRETE WALLS, CONCRETE COLUMNS, CONCRETE BLOCK WALLS AND/OR METAL STUD WALLS, TO-WIT: THENCE NORTH 00° 12' 00" EAST, 1.64 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 13.81 FEET AND A CHORD LENGTH OF 11.68 FEET WHICH BEARS NORTH 30° 03' 14" WEST, FOR AN ARC LENGTH OF 12.06 FEET; THENCE NORTH 44° 09' 07" EAST, 4.07 FEET; THENCE NORTH 00° 16' 08" EAST, 3.38 FEET; THENCE NORTH 44° 44' 38" EAST, 10.23 FEET; THENCE NORTH 00° 03' 04" WEST, 1.74 FEET; THENCE NORTH 45° 29' 12" WEST, 6.57 FEET; THENCE ALONG THE ARC OF A CIRCLE CONCAVE WESTERLY HAVING A RADIUS OF 28.96 FEET AND A CHORD LENGTH OF 7.76 FEET WHICH BEARS NORTH 03° 27' 51" EAST, FOR AN ARC LENGTH OF 7.78 FEET; THENCE SOUTH 89° 18' 14" EAST, 12.33 FEET; THENCE NORTH 45° 10' 24" EAST, 35.82 FEET; THENCE NORTH 00° 16' 47" EAST, 17.47 FEET; THENCE NORTH 89° 31' 55" WEST, 3.70 FEET; THENCE NORTH 00° 26' 05" EAST, 39.18 FEET; THENCE SOUTH 89° 31' 55" EAST, 0.15 FEET; THENCE NORTH 00° 28' 05" EAST, 8.27 FEET TO THE NORTH LINE OF SAID LOTS; THENCE SOUTH 89° 48' 00" EAST, 40.77 FEET TO THE PLACE OF BEGINNING OF EXCEPTION 'B', ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS APPENDIX D TO THE DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 15, 2002 AS DOCUMENT NUMBER 0020190306, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS.