Illinois Anti-Predatory Lending Database ✓ Program 75057560 Certificate of Exemption



1618219259 Fee: \$88.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds Date: 06/30/2016 03:41 PM Pg: 1 of 9

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 07-18-404-153-1140

INOFFICIAL COP'

Address:

Street:

2230 Flower Court

Street line 2:

City: Schaumburg

ZIP Code: 60194

Lender: The Illinois Housing Development Authority

Borrower: Lisa Curry

Loan / Mortgage Amount: \$7,500.00

Soft Company Clerks 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.

> Attorneys' Title Guaranty Fund, Inc. 1 S. Wacker Dr., STE 2400 Chicago, IL 60606-4650

Attn:Search Department

Certificate number: 0E272CBF-95F1-43B8-93B3-6BF33BC0CA0C

Execution date: 6/17/2016

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This document was prepared by: KEY MORTGAGE SERVICES, INC. 475 N. MARTINGALE RD. SUITE 100, SCHAUMBURG, IL

When recorded, please return to: Illinois Housing Development Authority 401 N. Michigan Avenue Suite 700 Chicago, IL 60611 Attn: Hardest Hit Fund

(Space Above This Line For Recording Data)

2nd Loan # 1602132 1st Home Illinois Illinois Hardest Hit Fund Down Payment Assistance Program

SECOND MORTGAGE

THIS SECOND MORTGAG." ("Se. vrity Instrument") is given on 06/17/2016. The mortgagor is(are) Lisa Curry A Single Woman ("Borrower"). This Security Instrument is given to THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY, which is organized and existing under he law 3 of THE UNITED STATES OF AMERICA, and whose address is 401 N. Michigan Ave., Suite 700, Chicago, IL 00017 ("Lender"). Borrower owes Lender the principal sum of Seven thousand five hundred and 00/100 Dollars (U.S.57,500.06, or swent to the Lender's Illinois Hardest Hit Fund Down Payment Assistance Program (the "Program"). This debt is evidence (by 30 ower's note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the reposition of the debt evidenced by the Note and all renewals, extensions and modifications of the Note; (b) the payment of all other sums and interest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrow er's correnants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION

which has the address of 2230 Flower Ct Schaumburg, Illinois 60194 ("2" perty Address");

TOGETHER WITH all the improvements now or hereafter erected on the p operty, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and addition. "hal" also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that the Borrower is lawfully seized of the estate hereby covered and has the right to mortgage, 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with similar variations by jurisdiction to constitute a uniform security instrument covering real property.

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

Payment of Principal; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of the
debt evidenced by the Note and any prepayment and late charges due under the Note and any sums advanced under
paragraph 7.

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- 2. Intentionally Deleted.
- Application of Payments. Unless applicable law provides otherwise, all payment received by Lender under paragraphs 1 shall be applied first to any amounts advanced under paragraph 7, then to any late charges due under the note and then to principal due.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower or Lender, on Borrowers behalf, shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage continued above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

the insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender realit we the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all eccepts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance car and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Porrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property decaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the si ms secured by this Security Instrument, whether or not then due, with any excess paid to Borrower abandons the Property, or does not answer within 30 day a notice from Lender that the insurance carrier has offered to ettle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the many is given.

Unless Lender and Borrower otherwise a ree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments received to in paragraph 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- Occupancy; Preservation, Maintenance and Protector 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 Instrument and shall continue to occupy the Property as Borrower's principal residence for the term of this Security Instrument. Borrower shall you the Property in good repair and shall not destroy, damage or impair the Property, allow the Property to deteriorate, or corn ut waste on the Property. Borro shall be in default if any forfeiture action or proceeding, whether civil or cr minal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially nury at the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and rei is at a provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good and determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the ir a created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, curing the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to p or de Lender with any material 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 excelled, Borrower shall comply with all of the provisions of the lease. If Borrower acquires fee title to the proper, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contranct in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Propert (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the

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Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument.

- 8. Intentionally Deleted.
- Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to male on award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is after. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

- 12. Successors and Assigns Bound; Join an' Soveral Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreement, suc'll be joint and several.
- 13. Intentionally Deleted.
- 14. Notices. Any notice to Borrower provided for in this 3c and ty Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of proviner method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender shall be given by first class mail to Lender's address stated herein or any other address. Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. 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 of clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provision of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provision of this Security Instrument and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Sec sity Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower/Refinance of First Morigs to Lean. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, reo are a unediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exertised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all so day secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Le. day may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period

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as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sum which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph

- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Interest) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardons 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, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be ar propriate to normal residential uses and to maintenance of the Property.

Forrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any 5 w remental 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 path rity, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Bor will ar shall promptly take all necessary remedial actions in accordance with Environmental Law,

As used in this pergraph 20, "Hazardous Substances" are those substance defined as toxic or hazardous substances by Environmental I aw no the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and ne oicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this par agrap 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that re ate to health, safety or environmental protection.

NON-UNIFORM CONVENANTS. Bo. - Ar. and Lender further covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Inst ame at (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice st ill specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the nouse is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date perified in the note 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 right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to accelerator, and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at is option may require in lediate 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 emed is provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and cost of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation charges. Notwithstanding a sthing contained in the Mortgage to the contrary, it is expressly understood and agreed that no partial or full release, of this Mortgage, nor any enforcement or other action hereunder shall waive, release or otherwise affect any of the restriction; and agreements set forth in the Note or any of the other Loan Documents.
- 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded to ether with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall are said and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

| [Check applicable box(es)] Other(s) [specify] | | |
|--|---|--------------------------|
| 25. Required HUD Provision | on. The restrictions contained in this Security Instrument shall automati | cally terminate if title |
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to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Secretary of the United States Department of Housing and Urban Development, or upon the Forgiveness Date, provided a Repayment Event (as defined in the Note) has not occurred.

- 26. Assumption. This Mortgage may not be assumed or assigned (other than as provided in paragraph 19 above).
- 27. Prohibited Transfer. Without the prior written consent of Lender, the Borrower shall not affect, suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of the Property (each a "Prohibited Transfer") not in compliance with the terms and conditions of this Mortgage
- 28. Total Indebtedness. At no time shall the principal amount of the indebtedness secured by this Mortgage, excluding sums advanced to protect the security of this Mortgage, exceed the original amount of the Note.
- 29. Indemnification of the Lender. Borrower agrees to defend and indemnify and hold harmless Lender from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suit demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that Borrower may incur or suffer by reason of or in connection with the Property, except if arising solely due to Lender's gross negligence, willful misconduct or after Lender takes possession of the Property. Borrower further agrees that Lender, if it so chooses, shall have the right to select its own counsel with respect to any such claims.
- WAIVER OF JURY TRIAL. BORROWER WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER BORROWER OR LENDER, ITS SUCCESSORS AND ASSIGNS, ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROPERTY OR THIS MORTGAGE, AND ACKNOWLEDGES AND AGREES THAT THIS PROVISION IS A MATERIAL INDCUEMENT FOR LENDER TO MAKE THE FORGIVABLE LOAN EVIDENCED BY THE NOTE AND TO ACCEPT THIS MORTGAGE.
- Jun as Mortgage Foreclosure Law. If any provision in this mortgage is inconsistent with any provision of the The o'r Mortgage Foreclosure Law, 735 ILCS 5/15 et seq. (the "Foreclosure Law"), the provisions of the Foreclosure Law sh.'. vke precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other previsic of this Mortgage that can be construed in a manner consistent with the Foreclosure Law. If any provision of this Mortgage grants to Lender any rights or remedies upon default of the Mortgagor that are more limited than the rights that would otherwise be vested in Lender under the Foreclosure Act in the absence of that provision, Lender shall be vested, with the rights granted in the Foreclosure Law to the fullest extent permitted by law.
- 32. Senior Loan. Born we' have senior loan from a senior lender (the "Senior Lender") secured by a senior mortgage or mortgages on the Proper y disclosed to the Lender (collectively, the "Senior Instruments"). Lender acknowledges that this Mortgage is junior and strondinate to the lien of the Senior Instruments. Borrower covenants and agrees to comply with all of the terms and provisions of the Senior Instruments. Borrower shall give Lender a copy of all notices given Mortgagor with respect to any of the Schior Instruments within fifteen (15) business days after receiving such notice. Borrower shall not, without the price of the consent of Lender, enter into any modification, extension, amendment, agreement or arrangement in connection with may of the Senior Instruments. In the event Borrower is declared by the holder of any of the Senior Instruments to housefault with respect to any requirement of any of the Senior Instruments, Borrower agrees that said defaul, shall on titute a default hereunder and under this Mortgage and the Loan Documents. Upon occurrence of such defau , in a dition to any other rights or remedies available to Lender, Lender may, but need not, make any payment or perform any act required to cure or attempt to cure any said default under any of the Senior Instruments in any manner and form deemed expedient by Lender. Lender shall not be responsible for determining the validity or accuracy of any c'aim of default made by the Senior Lender under the Senior Instruments and the payment of any sum by Lender in. 117 or attempting to cure any alleged default or omission shall be presumed conclusive to have been reasonable, just he and authorized. Any inaction on the part of the Lender shall not be construed as a waiver of any rights accruing ! . Le ider on account of any default hereunder. Clark's Office

[SIGNATURE PAGE TO FOLLOW]

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

| | Losa Curtor (Scal) |
|---|--|
| Witness | Lisa Curry |
| Witness | (Scal) |
| Δ | (Seal) |
| Witr es | |
| 9 | (Seal) |
| Witness | |
| Space Below This | Line For Acknowledgment) |
| STATE OF ILLINOIS, COUNTY OF STATE OF ILLINOIS, COUNTY OF STATE OF ILLINOIS, | |
| equify that Curm. | , a Notary Public in and for said county and state, do hereby |
| nersonany known to me to be the same person(s) whose nam me this day in person, and acknowledged that they signed an uses and purposes therein set forth. | e(s) are/i. su'/sc ibed to the foregoing instrument, appeared before d delivered the sai i instrument as their free and voluntary act, for the |
| Given under my hand and official seal, this Hay o | June |
| y Commission explossFICIAL SEAL eal) MICHELLE IVANICH Notary Public - State of Illinois My Commission Expires Jun 10, 2017 | McGell locar Notary Public(signat) |
| | O_{κ} |
| Originator Names and Nationwide Mortgage Licensing S | |
| Organization: Key Mortgage Services, Inc. ndividual: Patricia Rieth Schultz | NMLSR ID: 155748 NMLSR ID: 200934 |
| nitials & | Page 6 of 7 |



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Proposition of Cook County Clark's Office



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LEGAL DESCRIPTION

Permanent Index Number:

Property ID: 07-18-404-153-1140

Property Address:

2230 Flower Court, Unit 140 Schaumburg, IL 60194

Legal Description:

Item No. 1: Unit 140 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 17th day of November, 1972 as Document No. 2660814. Item No. 2: An undivided .27778 percent interest (except the units delineated and described in said survey) in and to the following described premises: Lots 1 to 176, both inclusive and the West 4 feet of that part of Outlot 7 lying East of the East have of Lots 118 and 119, South of the North line extended East of Lot 118, and North of the South line extended East of Lot 119, all in Sheffield Manor Unit Two, and Lots 1 to 46, both inclusive in Sheffield Manor - Unit Three, both being subdivisions of parts of the West Hal? (1/2) of the Southeast Quarter (1/4) of Section 18, Township 41 North, Range 10, East of the Third Principal Meridian.