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Illinois Anti-Predatory Lending Database Program 3 of 3 P110 - 5 8457 Certificate of Exemption

Doc#. 2030021464 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds Date: 10/26/2020 06:10 PM Pg: 1 of 13



Report Mortgage Flaud 844-768-1713

The property identified as:

PIN: 13-11-416-033-1021

Address:

Street:

4904 N Drake Ave

Street line 2: Unit 3W

City: Chicago

Lender: Illinois Housing Development Authority

Borrower: Hayden Byrd

Loan / Mortgage Amount: \$10,000.00

State: IL

The state of the sta 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: 9EE92360-6B57-4088-8B92-9011E1BD191D

Execution date: 5/22/2020

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This document was prepared by:	
Wintrust Mortgage, a Division of	
Barrington Bank & Trust Co., N.A.	
9700 W Higgins Road, Suite 300	
Rosemont, IL 60018	
Jim Ken.::dy	
When recorded whare to:	
Illinois Housing Development Author'cy 111 E Wacker Drive STE 1000	
Attn: Homeownership Chicago, IL 60601	
	Space Above For Recording IHDA 2 ND Loan Number: 3144017
REPAYABLE SEC	OND MORT GAGE
THIS REPAYABLE SECOND MORTGAGE ("Securit 05/22/2020	y II strument") is given on
The mortgagor(s) is(are) Hayden Byrd	An Unmarried Man
("Borrower(s)").	74.
	HOUSING DEVELOPMENT AUTHORITY which is TO STATES OF AMERICA, and whose address is 11 address.
Borrower owes the Lender the principal sum of	Ten Thousand
This Security Instrument secures to Lender: (a) the renewals, extensions and modifications of the Not advanced under paragraph 7 to protect the security of Borrower's covenants and agreements under this 5	same date as this Repayable Mortgage Note ("Note"), repayment of the debt evidenced by the Note and all se; (b) the payment of all other sums, with interest, of this Security Instrument; and (c) the performance of Security Instrument and the Note. For this purpose, o the Lender the following described property located
in Cook County, Illinois:	RP-014.4 1 of 11

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(Legal Description)

Parcel 1: Unit Number 4904-3W in the Drake Commons Condominium, as delineated on a survey of the following described tract of land: Lots 18, 19, 20 and the South 28 feet of lot 17 in Block 77 in the North West Land Association Subdivision of the West Half of Blocks 22 and 27 and all of Blocks 23, 24 and 26 in Jackson's Subdivision of the South East Quarter of Section 11, Township 40 North, Range (3 last of the Third Principal Meridian, also Blocks 1 and 8 and Block 2 except East one acre thereof in Clark's Subdivision of the Northwest Quarter of the Northeast Quarter of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Which survey is attached to the Declaration of Condominium recorded as Document Number 0530010083; together with its undivided percentage interest in the common elements in cook county Illinois.

Parcel 2: The exclusive right to use Storage Space S-19, limited common element as delineated on the survey attached to the declaration aforesaid.

which has the address of

4904 N Drake Ave Unit 3W

Chicago

nl_{inois} 60625

(Street Address)

("Property Address");

(ZIP)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all eace nents, 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 COVENANTS that the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

RP-014.4

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited 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.
- 2. Intentionally Deleted.
- 3. Appl: at on of Payments. Unless applicable law provides otherwise, all payment received by Lender under paragraph 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 ne 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; agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; contest in good faith the lien, or defends against enforcement of the lien; or secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain prior to over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower a hall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of protice.
- 5. Hazard or Property Insurance. Borrower shall keep the improvemen's 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 the 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 described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal

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notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, 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 sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or a pay sums secured by this Security Instrument, whether or not then due. The 30—day period viil pegin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 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 in mediately prior to the acquisition.

6. Occupancy; Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall pecupy, establish, and use the Property as Borrower's Principal residence within sixty ia's after the execution of this Security Instrument and shall continue to occupy the Property's Borrower's principal residence for the term of this Security Instrument. Borrower shall keep the Property in good repair and shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any for eiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith jurgment could result in forfeiture or the Property or otherwise materially impair the lien creat w by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the toan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide 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 in on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee

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title to the Property, the leasehold and the fee title shall not merge unless the 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 contained in this Security Instrument, or there is a legal proceeding that may significantly affect the Lender's rights in the Property (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 Property. Lender's actions may include paying any sums secured by a lien which has pribrity over this Security Instrument, appearing in court, paying reasonable attorney's fees and rate ing 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.
- 9. **Inspection.** Lender or its agent may make reasonable entries upon and inspection 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 height assigned and shall be paid to Lender.

In the event of a total taking of the Propercy, 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 Propercy 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 fairing, 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 chall 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 is less than the amount of the sums secured 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 make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to

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- 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.
- 11. Borrower Not Released; Forbearance By Lender Not a Waiver, Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or precline the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to me provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several.
- 13. Intentionally Deleted.
- 14. Notices. Any notice to Borrower to or ided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address bender designates by notice to Borrower. Any notice provided for in this Security Instrument and be deemed to have been given to Borrower or Lender when given as provided in this paragrapt.
- 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 continuous entitle any provision or clause of this Security Instrument or the Note conflicts with applicable row 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.
- 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower/Refinance of First Mortgage Loan. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised 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 a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Forrower'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 vavs (or such other period 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 suris which then would be due under this Security Instrument and the Note as if no acceleration had occurred;
- b) cures any default of any cine covenants or agreements;
- c) pays all expenses incurred in endo cing 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 construct unchanged.

Upon reinstatement by Borrower, this Security Instructe it 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 17.

- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) 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 those Loan dependence 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. Hazardous 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

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recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender 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 the 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 20, "Hazardous Substances" are those substances defined as tools or hazardous substances by Environmental Law and the following substances: gasoline, berozene, other flammable or toxic petroleum products, toxic pesticides and herbicides, voiatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrover 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 Instrument (but not prior to acceleration under paragraph 17 unless applied ble law provides otherwise). The notice shall specify:
 - (a) the default;
 - (b) the action required to cure the default;
 - (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and
 - (d) that failure to cure the default on or before the date specified in the note may result in acceleration of the sums secured by this Security Instrument, fore losure by judicial proceeding and sale of the Property.

The notice shall further inform Borrower of the right to reinstate after accertation and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or belong the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this 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

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charges. Notwithstanding anything contained in this Security Instrument to the contrary, it is expressly understood and agreed that no partial or full release of this Security Instrument, nor any enforcement or other action hereunder, shall waive, release or otherwise affect any of the restrictions 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. Intentionally Deleted.
- 25. Acquired HUD Provision. The restrictions contained in this Security Instrument shall automatically terminate if title to the mortgaged property is transferred by foreclosure or decd-in-lieu of foreclosure, or if the Security Instrument is assigned to the Secretary of the United States Department of Housing and Urban Development.
- 26. **Assumption** This Security Instrument 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 effect, 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 Security Instrument.
- 28. **Total Indebtedness**. At no time shall the principal amount of the indebtedness secured by this Security Instrument, excluding sums advanced to protect the security of this Security Instrument, 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, suits, demands, lierus, clebts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that Borrower may incur on suffer by reason of or in connection with the Property, except if arising solely due to Lender's gloss 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.
- 30. 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

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SECURITY INSTRUMENT, AND ACKNOWLEDGES AND AGREES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE REPAYABLE LOAN EVIDENCED BY THE NOTE AND TO ACCUPT THIS SECURITY INSTRUMENT.

- 31. Illinois Mortgage Foreclosure Law. If any provision in this Security Instrument is inconsistent with any provision of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15 et seq. (the "Foreclosure Law"), the provisions of the Foreclosure Law shall take precedence over the provisions of this Security Instrument, but shall not invalidate or render unenforceable any other provision of this Security Instrument that can be construed in a manner consistent with the Foreclosure Law. If any provision of this Security Instrument grants to Lender any rights or remedies upon default of the Mortgagor that are more limited than the rights that would otherwise be verted 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. Borrower h s a cenior loan from a senior lender (the "Senior Lender") secured by a senior mortgage or mor garles on the Property as disclosed to the Lender (collectively, the "Senior Instruments"). Lend recknowledges that this Security Instrument is junior and subordinate 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 Senior Instruments within fifteen (15) business days after receiving such notice. Forcower shall not, without the prior written consent of Lender, enter into any modification, extension, amendment, agreement or arrangement in connection with any of the Senior Instruments. In the event Borrower is declared by the holder of any of the Senior Instruments to be in default with respect to any requirement of any of the Senior Instruments, Borrower agrees that said default shall constitute a default hereunder and under this Security Instrument and the Loan Documents, Upon the occurrence of such default, in addition 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 manufa and form deemed expedient by Lender. Lender shall not be responsible for determining the variety or accuracy of any claim of default made by the Senior Lender under the Senior Instrument, and the payment of any sum by Lender in curing or attempting to cure any alleged default or omission shall be presumed conclusively to have been reasonable, justified and authorized. Any inaction on the part of the Lender shall not be construed as a waiver of any right accruing to Lender on account of any default hereunder.

[SIGNATURE PAGE TO FOLLOW]



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. Co-Borrower Signature Hayden Byrd Borrower Printed Name Co-Borrower Printed Name Co-Borrower Signature Co-Borrower Printed Name ACKNOWLEDGEMENT ~ STATE OF \mathbf{v} , a Notary Public in and for the said county and State, do hereby certify that Hayden Byrd , An Unmarried Man personally known to me as the same person(s) whose name(s, is/rre subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge (that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Hand and official seal this NICOLE SANTOS day of May Official Seal Notary Public - State of Illinois My Commission Expires Aug 16, 2023 Notary Seal Notary Public ignature) My Commission Expires Originator Names Nationwide Mortgage Licensing System and Registry IDs NMLSR 1D:<u>44904</u>2 Wintrust Mortgago, a Division of Barriagton Bank & Trust Co., N.A. Organization: Individual: Jason Alan Accola NMLSR ID: 755894 ms_#B RP-014.4 11 of 15

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Legal Description / Exhibit A - 13-11-416-033-1021

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Legal Description PT20-58457/65