

UNOFFICIAL COPY

86452849

Loan No. _____

SEP-24-86 45050 • 86452849 A REC

12.00

MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made Sept. 13, 1986, between Michael Galladore and Patricia Galladore, his wife (herein referred to as "Mortgagors,") and BANK OF BUFFALO GROVE, a banking corporation organized under the laws of the State of Illinois, doing business in Buffalo Grove, Illinois, (herein referred to as "Mortgagee,")

WITNESSETH

THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of Twenty Thousand and no/100's-
dollars (\$ 20,000.00) evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagee and delivered, by which Note Mortgagors promise to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of Ten & One Half (%) 10.50 per annum prior to maturity, at the office of Mortgagee in Buffalo Grove, Illinois, in 48 successive monthly installments commencing November 1st, 1986, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 512.06 each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at 13.50 per annum; together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note"),

NOW, THEREFORE, the Mortgagors to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagors or any of them to the Mortgagee or to the holder of said Note or to the Assignee of the Mortgagee during the term of this mortgage, howsoever created, incurred, evidenced, acquired or arising, whether under the Note or this mortgage or under any other instrument, obligation, contract or agreement of any and every kind now or hereafter existing or entered into between the Mortgagors or any of them and the Mortgagee, or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any other agreements made by and between the parties herein, and including all present and future indebtedness incurred or arising by reason of the guarantee by Mortgagors or any of them of present or future indebtedness or obligations of third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagors or any of them to third parties and assigned by said third parties to Mortgagee, and any and all covenants, conditions and restrictions of any of the foregoing, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described real estate in the County of Cook and State of Illinois, to wit:

See attached legal description.

15 : 6 92 AIC 42

P.I.N. 08-08-301-058-1020

which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged, mainly and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds,awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the Mortgagors or their successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side hereof) among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposit, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagors sell or convey the premises, or if the title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagors, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

Signed and sealed by the Mortgagors the date first above written.

Michael Galladore
Michael Galladore

(SEAL) *Patricia Galladore* (SEAL)
Patricia Galladore
(SEAL) (SEAL)

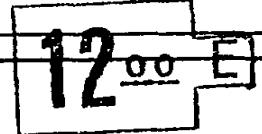
STATE OF ILLINOIS) I, Norma Malisani, a Notary Public in and for and residing in said County,
COUNTY OF Lake) SS in the State aforesaid, DO HEREBY CERTIFY THAT Michael Galladore & Patricia Galladore, his
who they personally known to me to be the same person S whose name S subscribed to the foregoing
Instrument, appeared before me this day in person and acknowledged that they signed, sealed and affixed their mark to the same as their
free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all Homestead, State, Exemption and valuation
laws.

GIVEN under my hand and Notarial Seal this 13 day of Sept., A.D. 1986 Notary Public State of Illinois
This instrument was prepared by:
Norma Malisani, Bank of Buffalo Grove

Notary Public

NAME STREET CITY	Bank of Buffalo Grove 104 Dundee Rd. Buffalo Grove, IL 60089
INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER	RECORDED

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF
ABOVE DESCRIBED PROPERTY HERE
5300 Carriage Way- 207
Rolling Meadows, IL 60008



UNOFFICIAL COPY

Page 2

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors covenant and agree to pay said indebtedness and the interest thereon as herein and in said Note or other evidence thereof provided, or according to any agreement extending the time of payment thereof; (2) To pay, when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the premises (including those hereinabove due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such liens extended against said premises shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clauses satisfactory to the Mortgagee, making them payable to the Mortgagee, and in case of foreclosure, the portion of the principal of the Mortgagee in the amount of the principal then outstanding which is so insured, shall be deducted from the amount of the principal then outstanding, and the balance so remaining shall be paid to the Mortgagee in the amount of the principal then outstanding; (4) To keep and maintain the premises in good condition, and to repair, without waste, and free from any mechanics' or other lien or claim of lien not expressly subrogated in writing to the lien hereof; (5) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said premises nor to diminish or impair its value by any act or omission to act; (6) To comply with all requirements of law with respect to the premises, and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the premises (or any purpose other than for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said premises, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said premises; (9) To pay the premiums on Mortgage Guaranty Insurance covering this mortgage, when required by Mortgagee pursuant to its written commitment; and (10) To pay when due any indebtedness which may be accrued by a lien or charge upon the premises, superior to the lien hereof, and upon receipt, exhibit satisfactory evidence of the discharge of such prior liens to Mortgagee.

2. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagors agree to pay to the holder of the Note, when released by the holder of the Note, such sums as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of fire insurance and such other hazards as shall be required hereunder covering the mortgaged property, and for the payment of taxes and special assessments accruing on the property (all as estimated by the holder of the Note); such sums to be held by the holder of the Note without any allowance for interest, for the payment of such premiums, taxes and special assessments provided that such request whether or not complied with shall not be construed to affect the obligations of the Mortgagors to pay such premiums, taxes and special assessments, and to keep the mortgaged premises insured against loss or damage by fire or lightning. If, however, payments made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagors shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforesaid exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for these purposes to be made by Mortgagors.

3. The privilege is granted to make prepayments on principal of the Note on any interest payment date upon thirty days prior written notice provided, however, that all such prepayments in any calendar year in excess of twenty per cent (20%) of the original principal amount of the Note will be accepted only upon payment of a two per cent (2%) premium during the first three years after the date of the Note, one per cent (1%) during the next two years, and at no premium thereafter.

4. Mortgagee may collect a late charge equal to one-tenth (1/10th) of one per cent (1%) on the unpaid balance of the indebtedness hereby secured for each aggregate monthly payment, or principal, interest, taxes, assessments, insurance premiums, or other charges, more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

5. Mortgagors agree that Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the title to this instrument, or any litigation to which the Mortgagors may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable to the Mortgagee to the Mortgagors on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the rate of ~~one and one-half percent~~ ^{Thirteen & One Half} ~~3.5%~~ ^{3.5} per annum.

6. In case of default thereon, Mortgagors may, but need not, make any payment or perform any act herein required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full and complete payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any such lien or other prior lien or claim of title or claim for release or freedom from any tax or forfeiture affecting said premises or quietus any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee in its discretion to protect the premises and to secure the debt, shall be so much additional indebtedness secured hereby and shall become immediately due and payable within ten days of notice and with interest thereon at the rate of ~~one and one-half percent~~ ^{Thirteen & One Half} ~~3.5%~~ ^{3.5} per annum. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default hereunder in the part of Mortgagors.

7. Mortgagee making any payment hereby at the rate relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereto.

8. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note contained in this Mortgage to the contrary, become due and payable: a) immediately in the case of default in making payment of any installment on the Note or on any other obligation secured hereby, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

9. In the event that Mortgagors or either of them (a) consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of Mortgagors' assets, or (b) be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing their inability to pay debts as they become due, or (c) make a general assignment for the benefit of creditors, or (d) file a written answer admitting the material allegation of a petition filed against Mortgagors in any bankruptcy, reorganization, or insolvency proceeding, or (e) take any action for the purpose of effecting any of the foregoing, or (f) any other judgment or decree shall be entered upon an application of a creditor of the Mortgagee by a court of competent jurisdiction approving a petition filed against Mortgagors, or (g) any other judgment or decree shall be entered upon an application of a creditor of the Mortgagee by a court of competent jurisdiction approving a petition filed against Mortgagors, or (h) in the event of the entry of a final order of insolvency, or such order, judgment or decree, shall continue unbroken for any period of 30 consecutive days, the holder of the Note may declare the Note forthwith due and payable, and make the principal and interest accrued on the Note and all other debts hereby secured, shall become forthwith due and payable as of all of the said date or dates money were originally stipulated to be paid on such date; and thereafter the Mortgagee, without notice or demand, may prosecute any suit at law and/or in equity if all money secured hereby had matured prior to its institution. Furthermore, if no judicial proceedings should be instituted against the premises upon any other lien or claim, the Mortgagee may at its option immediately upon institution of such suit or during the pendency thereof declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose on this Mortgage.

10. When the indebtedness hereby secured becomes due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included all reasonable and necessary expenses of collection, including attorney's fees, publication and costs (which may be estimated as to items to be expended after entry of the decree) of probate, all such abstracts of title, title searches and examinations, insurance policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of ~~one and one-half percent~~ ^{Thirteen & One Half} ~~3.5%~~ ^{3.5} per annum, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or a) any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced; or (c) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding ~~one and one-half percent~~ ^{Thirteen & One Half} ~~3.5%~~ ^{3.5} per annum; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note's last, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their right may appear.

12. Upon, or at any time after the filing of suit to foreclose this Mortgage, the Court in which such suit is filed, may appoint a receiver of said premises. Such appointment may be made before or after the filing of suit to foreclose this Mortgage, and the Court may make such appointment at any time during the pendency of such a suit and without regard to the then value of the premises, or whether the same shall then be occupied as a homeestead or not, and no Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such a foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or usual in such cases for the protection (including insurance and repairs), possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or evidenced by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. The Mortgagors will not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of, any stay or extension of moratorium law, any exemption from execution or sale of the premises, or any part thereof, wherever enacted, now or at any time hereafter, or (c) which may affect the terms and covenants or the performance of this Mortgage, not claim, take, or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision hereof, or pursuant to the decree, judgment, or order of any court of competent jurisdiction and the Mortgagors hereby expressly waive all benefit or advantage of any such law, laws, and covenant not to hinder, delay, or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and permit the execution of, every power as though no such law or laws had been made or enacted. The Mortgagors, for itself or themselves and all who may claim under it or them, waive, to the extent that it may lawfully do so, all right to have the mortgaged property marshaled upon any foreclosure hereof.

14. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

15. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagors or their assignee.

16. All rents, rents, issues and profits of the premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said premises, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the rights thereunder, together with the right to cancel, disclaim, withdraw, or rescind any such lease, or agreement, and operate said premises, or any part thereof, and to use for any term or terms determined advantageous to it, to terminate or modify, or to renew any such lease, collect rents, profits, and all other rents and profits, regardless of the time when created, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ tenancy agents or other employees, let or rent said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income received reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion feels that there is no substantial unexpired default in performance of the Mortgagee's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagors any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lienshereby, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall have all powers, if any, which it might have had without this paragraph.

17. In the event new buildings and improvements are now being or are to be erected or placed on the premises (that is, if this is a construction loan mortgage) and if Mortgagors do not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgagee, on or before thirty days prior to the due date of the first payment of principal, or if work on said construction should cease before completion and the said work should remain abandoned for a period of thirty days, then add in either event, the entire principal sum of the Note serviced by this Mortgage and interest thereon shall at once become due and payable, at the option of Mortgagee, and in the event of abandonment of work upon the construction of the said buildings or improvements for the period of thirty days as aforesaid, Mortgagee may, at its option, also enter into and upon the mortgaged premises and complete the construction of the said buildings and improvements and monies expended by Mortgagee in connection with such construction, ~~one and one-half percent~~ ^{Thirteen & One Half} ~~3.5%~~ ^{3.5} per annum. In the event Mortgagee shall elect to complete construction, Mortgagee shall have full and complete authority to employ whomever it pleases to protect the improvements from depreciation or injury and to preserve and protect the personal property therein, to continue any and all outstanding contracts for the erection and completion of said building or buildings, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of Mortgagors, and to pay and discharge all debts, obligations and liabilities incurred thereby.

18. A reconveyance of said premises shall be made by the Mortgagee to the Mortgagors, on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgagors, and the payment of the reasonable fees of said Mortgagee.

19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the widow of Mortgagors when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

UNOFFICIAL COPY

6 4 6 3 2 9 0

PARCEL 1: DELINERATED ON A SURVEY OF THE FOLLOWING DESCRIDED REAL ESTATE:
UNIT NUMBER 207, IN CARRIAGE WAY COURT BUILDING NUMBER 530 AS
THAT PART OF LOT 5 IN THREE FOUNTAINS AT PLUM GROVE (ACCRUITING TO THE
PLAT THEREOF RECORDED JULY 8, 1968 AS DOCUMENT 20543261) BEING A
SUBDIVISION IN SECTION 8, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE
PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST SOUTHERLY CORNER OF LOT 5; THENCE NORTH 00
DEGREES 00 MINUTES 00 SECONDS WEST 233.00 FEET; THENCE SOUTH 22 DEGREES
31 MINUTES 10 SECONDS WEST 233.00 FEET; THENCE SOUTH 67 DEGREES 29
THREETO) 13.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 22 DEGREES
A FORESAID 249.84 FEET; THENCE NORTH 90 DEGREES WEST (AT RIGHT ANGLES
DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF LOT 5
COMMENCING AT THE MOST SOUTHERLY CORNER OF LOT 5; THENCE NORTH 00
DEGREES 00 MINUTES 00 SECONDS WEST 233.00 FEET; THENCE SOUTH 22 DEGREES
31 MINUTES 10 SECONDS WEST 233.00 FEET; THENCE SOUTH 67 DEGREES 29
SECONDS 50 SECONDS WEST 89.50 FEET; THENCE SOUTH 22 DEGREES 31 MINUTES
10 DEGREES 50 SECONDS WEST 233.00 FEET; THENCE NORTH 67 DEGREES 50
SECONDS WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF
ILLINOIS WHICH RECURRED AS DOCUMENT 25945970 TOGETHER WITH ITS DIVIDED
PERCENTAGE INTEREST IN THE COMMON ELEMENTS
PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET
FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR THE CARRIAGE WAY COURT HOMEOWNERS' ASSOCIATION DATED JULY
9, 1981 AND RECORDED JULY 22, 1981 AS DOCUMENT 25934355 AND SET
FORTH IN THE DEED FROM NATIONAL BANK AND TRUST COMPANY OF
CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST
AGREEMENT DATED NOVEMBER 7, 1979 AND RECORDED JULY 22, 1981 AS DOCUMENT
25945355 TO MICHAEL GALLADORA AND PATRICIA GALLADORA DATED JULY 13,
1982 AND RECORDED SEPTEMBER 22, 1982 AS DOCUMENT 26359363
PARCEL 3: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET
FORTH IN THE GRANT OF EASEMENTS DATED SEPTEMBER 25, 1968 AND RECORDED
OCTOBER 18, 1968 AS DOCUMENT 20649594 AND AS CREATED BY DEED FROM THREE
FOUNTAINS EAST DEVELOPMENT ASSOCIATES, A LIMITED PARTNERSHIP TO ANTHONY
P. LICATA DATED NOVEMBER 23, 1979 AND RECORDED JANUARY 3, 1980 AS
DOCUMENT 25303970 FOR INGRESS AND EGRESS OVER AND ACROSS LOT 2 IN THREE
FOUNTAINS AT PLUM GROVE SUBDIVISION IN COOK COUNTY, ILLINOIS
PARCEL 4: EASEMENT FOR THE BENEFIT OF PARCEL 1 OVER THE PROPERTY SO FEELED OF THAT
PART OF LOT 1 FALLING WITHIN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 8
A FORESAID FOR THE PURPOSE OF REASSEMBLE PEDESTRIAN TRAFFIC AS CREATED
BY GRANT OF EASEMENT MADE BY HISBARO, SPENCE BARTLETT TRUST TO THREE
FOUNTAINS EAST DEVELOPMENT ASSOCIATES, A LIMITED PARTNERSHIP RECORDED
JUNE 20, 1969 AS DOCUMENT 20877478 IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY
CLERK'S OFFICE