AMENDMENT TO

THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR

1010 NORTH HARLEM AVENUE CONDOMINIUM

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants (hereafter the "Declaration") for 1010 North Harlem Avenue Condominium Association (hereafter the Association"), which Declaration was recorded on $\gamma t_0 = 1973$, as Document No. 22-327-587 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (reseafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part hereof.

This Ameriment is adopted pursuant to the provisions of Article XIII, Section 7 of the aforesaid Declaration. Said section provides that this Amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois, of an instrument in witing setting forth the change, provided the same is signed and acknowledged by the Board of Managers of 1010 North Harlem Avenue Condominium Association (the "Board"), and by Unit Ownerd having seventy-five (75%) percent of the total vote and provided further that it contains an affidavit by an officer of the Board, certifying that a copy of the change has been sent by certified mail to all mortgagees, having bona fide liens of record against any unit ownership, not less than ten (10) days prior to the date of such affidavit.

RECITALS

WHEREAS, by the Declaration recorded in the Orfice of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Illinois Condominium Property Act; and

WHEREAS, the Board and the Owners desire to amend the Declaration in accordance with the text contained herein; and

WHEREAS, the amendment has been approved in writing by the acknowledged signatures of all Board members and by Unit Owners having seventy-five (75%) percent of the total vote, in compliance with Article XIII, Section 7 of the Declaration, and due notice having been provided to all mortgagees holding bona fide liens of record against any unit ownership;

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FOR DECLARRATION OF TORDOMER OR ORNERS AND AND ADMENSION AND ADMENSION AND ADMENTED AND ADMENTED AND ADMENTED AND ADMENTANCE OF THE ADMENT AND ADMENTED ADMENTED AND ADMENTED AND ADMENTED AND ADMENTED AND ADMENTED ADMENTED ADMENTED AND ADMENTED AND ADMENTED ADMENTED AND ADMENTED ADMENTED ADMENTED AND ADMENTED ADMENTED AND ADMENTED ADMENTED ADMENTED AND ADMENTED ADMENTED AND ADMENTED ADM

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NOW, THEREFORE, the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 1010 North Harlem Avenue Condominium is hereby amended in accordance with the text which follows (Additions in text are indicated by underline; deletions by strike-outs):

- 1. Article IV, Section 3 of the Declaration is hereby amended as follows:
- "3. The Parking Area has been divided into Parking Spaces P1 to P29 inclusive, as delineated in Exhibit "A". The legal description of each said Parking Space shall consist of the identifying letter P and the number of such Parking Space as shown on Exhibit "A". Wheresoever reference is made to any Parking Space in a legal instrument or otherwise, a Parking Space may be legally described as set out above and every such description shall be deemed good and sufficient for all purposes. A Unit Ownership may include as a right and easement appurtenant thereto a grant of a perpetual and exclusive easement, hereinafter referred to as the "Parking Easement", consisting of the right to use for parking purposes one or more of the Parking Spaces. The Parking Easement to a specific Parking Space or Spaces shall be determined and allocated to specific Unic Ownerships by American. deed, lease, mortgage or other instrument affecting a Unit Ownership shall include the Parking Easement to the specific Parking Space or Spaces so allocated and appurtenant thereto. Any such deed, lease, mortgage or other instrument purporting to affect a Unit Ownership without also including the Parking Easement to the specific Parking Space or Spaces expressly allocated to said unit, shall be decided and taken to include the said Parking Easement to the said Tarking Space or Spaces, even though not expressly mentioned or described therein. If, at the time the last Unit Ownership has been conveyed by American, the Parking Easement to any specific Parking Space or Spaces has not theretofore been allocated or granted by American to a Unit Ownership, the grant or use of the said unallocated specific Parking Easements shall thereafter be subject to the control of the Board of Managers. Owners may exchange or lease between themselves the Parking Easement to a specific Parking Space or Spaces appurtenent to their own Unit Ownerships. No person not having an interest in a Unit Ownership shall have any interest in and to a Parking Space or in and to the right of the Parking Easement thereon for any purpose.except-as-a-Lessee-thereof. The term of any Lease of the Parking Easement to any specific Parking Space shall not exceed one (1) year and shall automatically terminate upon the sale, lease, mortgage or other transfer of the Unit Ownership to which the Parking Easement to said specific Parking Space has been allocated and is appurtenant. No Parking Space shall be used in any manner contrary to such

204, THEREFORE, the selention of Condominion (supership and of Eurements, a serictions said Condominion (supership Harles Accuse Constaints) as hereby amended in accordance with the test test of faithful (Amintains in text are influsted) by underlines defined by serice-ages):

 Archele D. S. S. S. S. S. O. San Declaration is hereby amonded in follows:

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rules and regulations applicable to all Parking Spaces as may be established by the Board of Managers or the Association, as hereinafter provided, or unless the Owner or Lessee of the Owner shall first obtain the written consent of the said Board or Association so to do."

- 2. Article V, Section 1 of the Declaration is hereby amended as follows:
- "1. The direction and administration of the property shall be vested in a Board of Managers (hereinafter referred to as the "Board") consisting of a miniumum of five persons and a maximum of seven persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the unit owners; provided, however, that in the event a unit owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board."
- 3. Article V, Section 4 of the Declaration is hereby amended as follows:
- "4. The first annual reeting of the voting members shall be held upon seven (7) days' written notice given by American after all of the units have been sold; provided that, at its discretion, American may call said annual meeting at an earlier time. Thereafter the annual meeting shall be held on the second Monday of February of each succeeding year at 7:30 P.M., at the building at 010 North Harlem Avenue, River Forest, Illinois, or at such other time (not mere-than-sixty-(60)-days-before-or-after-stat-date) as may be agreed upon by the Board. The Board shall notify in writing said voting members of said Annual Meeting at least seven (7) days prior to the date of the meeting."
- 4. Article V, Section 7 of the Declaration is nereby amended as follows:
- "7. At each annual meeting, voting members, by a majority of the total votes present, shall elect for the forthcoming year a-five-man the Board, consisting of a minimum of
 five owners and a maximum of seven owners. The size of the
 Board for the forthcoming year may be increased or decreased
 by the affirmative vote of a majority of the total Board;
 provided that the Board shall consist of a minimum of five
 (5) persons and a maximum of seven (7) persons. ThreeA
 majority of the members of the Board shall constutute a quorum for the purpose of conducting business. The members of

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- 3. Artisic V, Sation 4 of the Deutaration is becapy amended as follows:
- "A The first archesting of her voting anabers sould be held upon arms () and so in teen notice always as a few and teen notice always for the field of the ration of the residence of the ration of the residence of the field of the ration of
- A. Brt(cle 4) for one the polymention is hereby for an addition is hereby for an additional.
- "7. Streets and the control of the c

the Board shall serve without compensation for one year or until their successors are elected. Vacancies on the Board may be filled by two-thirds (2/3) the-unanimous vote of the remaining Board members. Except as otherwise provided in this Declaration, the property shall be managed by the Board, and the Board shall act by majority vote of those present at its meetings when a quorum exists. The meetings of the Board may be called, held and conducted in accord with such regulations as the Board may adopt."

- 5. Article VII, Section 1(h) of the Declaration is hereby amended as follows:
 - "(h) No "For Sale" or-"For-Rent" signs or other window displays or advertising shall be maintained or permitted on any part of the property or in any unit the ein; except-at-such-location-and-in-such-form as-shall-be-determined-by-the-Board. The-right-is reserved-by-American-and-its-agents,-to-place-signs on-any-part-of-the-property,-including-the-units. The-right is-reserved-by-American,-and-its-agents, to-use-any-parcold-unit-or-units-for-sales-or-display-purposes. The Board of Directors, at its sole discretion, may permit a "For Sale" sign in a suitable location as appropriate times."
- 6. Article VII, Section of the Declaration is hereby amended by adding the following subsections:
 - "(m) Notwithstanding any other provision herein to the contrary, no unit shall be leased or rented without the prior written consent of two-thirds (2/3) of all unit owners.
 - (n) No animals, rabbits, livestock, reprises, foul, poultry or pets of any kind shall be laised, bred or kept in any Unit or in the Common Elements, except for those pets residing at the Association on the effective date of this Amendment.
 - (o) The maximum number of persons, other than temporary guests, occupying any unit shall be as follows:
 - (i) 2 bedroom units 4 persons
 - (ii) 3 bedroom units 5 persons

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the Board shall serve without complication for one goar or notif their succession of a correct. Vacancies on the Board may be first I to two-their served. Vacancies on the Board may be first I to two-their served in comming served and are successful to a cold was provided in this Board or long when the cold of the managed by the Board and the Board the arctings when a quotum exists. The meetings of the Board may be called a to food and condected in accord with such regulations as the Board and condected in accord with such regulations as the Board and condected."

- 5. Article VII, Service 1(h) of the Daclaration is bacoby amonied as in our
- "(a) No "ear 3:13" or espir-sanch signs or other window displays or other window displays or other ling anall be maint(out) or persite without at any percent the property of a say unit that in, except established to establish the established to establish and the establish and the establish of establish of the establish establish establish establish establish establish establish established the establish establish established the establish established the establish establis
- 6. Arrist Will Something to the Declaration is hereby amended by adding too is want absentions:
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 - (a) where the contents, investion, reptiles, foul, (b) the contents of the desociation of the desociation.
- (o) The maximum number of persons, other than temporary guest occurrence or and the as follows:
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Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.



This Instrument Was Prepared By:

Ment Was Schaumburg, Illinois 60195

7. Excess on the scent expressly set forth bereinabove, the remaining provisions of the Declaration shall con-tions in effect without and

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EXHIBIT A

Parcel 1: The South half of Lot 11 and all of that part of vacated alley lying west of and adjoining to said South half of Lot 11 in Block 8 in Subdivision of Blocks 1, 8, 9, 10, 11, 14, 15 and 16 in Bogues Addition to Oak Park, being a Subdivision in the Southeast quarter of Section 1, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois;

A L S O

Faigel 2: The North 40 feet of Lot 12 and all of that part of vacated alley lying west of and adjoining to said North 50 feet of Lot 12 in Block 8 in Subdivision of Blocke 1, 8, 9, 10, 11, 14, 15 and 16 in Bogues Addition to Oak Park, being a Subdivision in the Southeast quarter of Section 1, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois;

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Parcel le Sir sont, this of for 11 and all of this part of vacation attended to said augment of for all of this said augment half of five 11 in North 5 in Subdivision of Blocks 1, 3, and 10, 11, 14, and and 15 in Sugges Addition to Onz Park, and a Stockel include to the Southeast quarter of Section 1, Fown all of the the Sange 12, East of the Section 1, Fown all of the Section 1, East of the Shird Frincipal tert. Last 1 Sook County, Illinois;

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CERTIFICATION AS TO UNIT OWNERS

STATE OF ILLINOIS))SS COUNTY OF COOK)

I, Ohom Ookes, state that I am to Secretary of the Board of Managers of 1010 North Harlem , state that I am the Avenue Condominium, and hereby certify that the persons whose names are subscribed to the foregoing instruments represent Unit Owners having at least sevent-five (75%) percent of the total vote in the Association and that, by their respective signatures, said unit owners acknowledged the foregoing in-strument as their free and voluntary act for the purposes set forth therein.

CERTIFICATION AS TO DWIT GUMBRES

STATE OF ILLINOIS))83 COUNTY OF COOK

I, a chat than the secretary of the Board of Hanagers of 1010 worth Harles Avenue Constantations and near by correstly that the persons whose names are subspritted to the terminal instruments represent this owners having at track suremy-live (15%) percent of the total vote in the Association and that, by their respective algoratures, and their now, or acknowledged the teregoing in-strument as their tone and calondery are for the purposes set 200+ County Clark's Office forth ther in.

Secretary

WE, THE UNDERSIGNED, constituting Unit Owners having at least seventy-five (75%) percent of the total vote in the 1010 North Harlem Avenue Condominium Association hereby declare that we have received the foregoing Amendment, understand its contents and effect, and acknowledge our approval of said Amendment by our signatures below:

of said Amendment by our	signatures below:	
EDWARD W BEBEN Owner's printed name	Owner's signature	unit No.
Owner's printed name	Owner's signature	Unit No.
NO Co-owner		4.88
Co-Owner's printed name	Co-Owner's signature	% Ownership
	<i>^</i>	
Louis BLARNO	Owner's signature	403
Owner's printed name	Owner's signature	Unit No.
ANGIBUNA ALRANO	A whi allow	4,53
CO-Owner's printed name	Angelini Illuna topwner's signature	% Ownership
William D. Varbies	Owner's signature	402
Owner's printed name	Owner's signature	Unit No.
Gloria, Vorhies	Co. Owners's signature	5.24
Gloria Vorhies Co-Owner's printed name	Co.40wners's signature	% Ownership
NO Co-awner	Cowald Look	304
Owner's printed name	Owner's stanature	Unit No.
Oswald J. Cook	Genacol C	5.47
Co-Owner's printed name	Co-Owner's signature	% Ownership
	7	
Helen E. Stepp Owner's printed name	Owner's signature	4-04-
Owner's printed name	Owner's signature //	Urlit No.
No-cowner		554
Co-Owner's printed name	Co-Owner's signature	% Owncrship
MARY PASSARELLA Owner's printed name	Mary T. Haddelike	505
Owner's printed name	Owner's signature	Unit No.
ha co-duner		5.00
no Co-owner Co-Owner's printed name	Co-Owner's signature	% Ownership
	/	
MELVIN FIREMAN Owner's printed name	Alexan Frances	201
Owner's printed name	Owner's signature	Unit No.
,	7 7	

FRISDA FIREMAN Co-Owner's printed name

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		Owner's printed na
3 Ownership	s-Ormer's signature	Co-Owner's printed name

WE, THE UNDERSIGNED, constituting Unit Owners having at least seventy-five (75%) percent of the total vote in the 1010 North Harlem Avenue Condominium Association hereby declare that we have received the foregoing Amendment, understand its contents and effect, and acknowledge our approval of said Amendment by our signatures below:

JAM SISNOKE	Som Lanor	l 205
OWNER'S printed name	Owner's signature	Unit No.
Taux 5/94/1/2=	A Same	4.77.70
Co-Owner's printed name	Co-Owner's signature	% Ownership
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Owner's printed name	Owner's signature	Unit No.
Co-Owner's printal name	Co-Owner's signature	% Ownership
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Owner's printed name	Owner's signature	Unit No.
Co-Owner's printed name	Co-Owners's signature	% Ownership
,,	40.	
Owner's printed name	Owner's signature	Unit No.
Co-Owner's printed name	Co-Owner's signature	% Ownership
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Owner's printed name	Owner's signature	Unit No.
Co-Owner's printed name	Co-Owner's signature	% Ownership
Owner's printed name	Owner's signature	Unit No.
Co-Owner's printed name	Co-Owner's signature	% Ownership
Owner's printed name	Owner's signature	Unit No.
Co-Owner's printed name	Co-Owner's signature	% Ownership

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STATE OF ILLINOIS))SS COUNTY OF COOK)

We, the undersigned, are a majority of the members of the Board of Managers of 1010 North Harlem Avenue Condominiu, a condominium established by the aforesaid Declaration of Condominium, and by our signatures below, we hereby execute and acknowledge the foregoing amendment to the Declaration.

19 73 E. EXECUTED AND ACKNOWLEDGED this 19 of

(Corporate)

Being a Majority of the Members of the Board of Managers of 1010 North Harlem Avenue Condominium

OH'S

(Seal)

I, Louis A(BANIC), a Notary Public, hereby certify that on the above date a majority of the Board of Managers of 1010 North Harlem Avenue Condominium, which Bard members are personally known to me, appeared before me and acknowledged that, as such Board members, they signed this instrument as their free and voluntary act and as the free and voluntary act of said Board for the uses and purposes therein set forth.

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WE, THE UNDERSIGNED, constituting Unit Owners having at least seventy-five (75%) percent of the total vote in the 1010 North Harlem Avenue Condominium Association hereby declare that we have received the foregoing Amendment, understand its contents and effect, and acknowledge our approval of said Amendment by our signatures below:

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Owner's printed name	Owner's signature	Unit No.
ELINOR KUFCICK Co-Swier's printed name	· Comin Cutlick	5.3691
Co-Cwner's printed name	Co-Owner's signature	% Ownership
DENNY DONNELLY	Busin Donaller	203
DENNIS DONNELLY Owner's printed name	Owner's signature	Unit No.
	V	4.4270
Co-Owner's printed name	Co-Owner's signature	% Ownership
PALMA GOLZ	Daling dols	202
Owner's printed name	Owner's signature	Unit No.
Houlbert C. Goll		5.12.70
Co-Owner's printed name	Cu-Owners's signature	% Ownership
	40*	
Owner's printed name	Owner's signature	Unit No.
Co-Owner's printed name	Co-Owner's signature	% Ownership
	7,0	
Owner's printed name	Owner's signature	Unit No.
Co-Owner's printed name	Co-Owner's signature	% Ownership
0	0	VI- 24- XV-
Owner's printed name	Owner's signature	Unit No.
Co-Owner's printed name	Co-Owner's signature	% Ownership
Our and a malate 2 man	Out of the state of the state of	Pt. 1
Owner's printed name	owner's signature	unit NO.
Co-Owner's printed name	Co-Owner's signature	% Ownership

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least seventy-five (75%) percent of the total vote in the

WE, THE UNDERSIGNED, constituting Unit Owners having at

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1010 North Harlem Avenue Condominium Association hereby declare that we have received the foregoing Amendment, under-stand its contents and effect, and acknowledge our approval of said Amendment by our signatures below: Co-Owner's printed name Co-Owner's signature JOHN L. ROALH Owner's printed name MARIE J. ROACH LLAINE M. LUTZOW Owner's printed name Co-Owner's printed name Co-Owner's signature Owner's printed name Owner's signature Co-Owner's signature Co-Owner's printed name Owner's printed name Owner's signature Co-Owner's printed name Co-Owner's signature % Ownership Owner's printed name Owner's signature

Co-Owner's printed name Co-Owner's signature % Ownership

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and and

WE, THE UNDERSIGNED, constituting Unit Owners having at least seventy-five (75%) percent of the total vote in the 1010 North Harlem Avenue Condominium Association hereby declare that we have received the foregoing Amendment, understand its contents and effect, and acknowledge our approval of said Amendment by our signatures below:

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Marguit & Sala	204
Ownéř's signáture	Unit No.
	5,42 %
Co-Owner's signature	% Ownership
Contamitte Locie	303
Owner's signature	Unit No.
	4.47 01
Co-Owner's signature	% Ownership
Danid Bal	100 301 Unit No.
Owner's signature	Unit No.
I Gladen N. Boller	4.82°
Co-Owners's signature	% Ownership
Owner's signature	Unit No.
Co-Owner's signature	% Ownership
7.5)
Owner's signature	Unit No.
	1/5.
Co-Owner's signature	% Ownership
Owner's signature	Unit No.
Co-Owner's signature	% Ownership
Owner's signature	Unit No.
Owner's signature	Unit No.
	Owner's signature Co-Owner's signature Owner's signature Co-Owner's signature Owner's signature Co-Owner's signature Owner's signature Owner's signature Owner's signature Owner's signature

LOXCOOT COMPANY CLOSELYS

and the second s

least seventy-five (75%) percent of the total vote in the 1010 North Harlem Avenue Condominium Association hereby declare that we have received the foregoing Amendment, understand its contents and effect, and acknowledge our approval

WALTER V. LYNWOUD Owner's

of said Amendment by our signatures below:

Co-Owner's signature

WE, THE UNDERSIGNED, constituting Unit Owners having at

Owner's printed name

Co-Owner's printed name

Owner's signature

Unit No.

Co-Owner's printed name

Co-Owner's signature

% Ownership

Owner's printed name

Owner's signature

Unit No.

Co-Owner's printed name

C)-Owners's signature

% Ownership

Owner's printed name

Owner's signature

Unit No.

Co-Owner's printed name

Co-Owner's signature

% Ownership

Owner's printed name

Owner's signature

Co-Owner's printed name

Co-Owner's signature

Owner's printed name

Owner's signature

Unit No.

Co-Owner's printed name

Co-Owner's signature

Owner's printed name

Owner's signature

Unit No.

Co-Owner's printed name Co-Owner's signature & Ownership

2004 Collustra Closetts

AFFIDAVIT AS TO MORTGAGEES

STATE OF ILLINOIS))SS COUNTY OF COOK

I, Glam Vorkres, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of 1010 North Harlem Avenue Condominium and that pursuant to Article XIII, Section 7 of the Declaration, written notice of the foregoing amendment has been sent by certified mail to all mortgagees having bona fide liens of record against any unit in the aforesaid condominium. The identity of said mortgagees was obtained by reference to the insurance records of the condominium, tract searches, and/or by information solicited and received from the unit owners in the condominium.

Attached hereto is a list of all mortgagees to whom written notice has been sent.

Glorin Verhao

1010 North Harlem Avenue

Condominium

SUBSCRIBED AND SWORN to before me this S day of JAN 198 6.

APPRIMITE AS TO MORTGARES

STATE OF LALLWIS)
COUMTY OF COOK)

I, the pose and stote and I a the Scorenery of the doard of Managers of 101; store as if a the Scorenery of the doard pursuant to control 101; serio 36; a Svenue Contominium and toac pursuant to control 111; serios 7 a to the booleration, written notice of the conjoing samples that one said by cretified and to at each of the conjoing sharing boole file that of the resort against as and the foresting and the insurance council were as a consisted to the insurance councils of the confomium, tract teart constant owners to the confomium solicited and consisted the the the confomium.

Attached hereto is a list of all cortgagess to whom written notice has been a si.

James Contract

Socretary of

1010 North Harles Avenue

SUBSCRIBED AND SWORM to before me this 198 L.

Wotary Public

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1010 NORTH HARLEM CONDOMINIUM ASSOCIATION

1010 NORTH HARLEM AVENUE RIVER FOREST, ILLINOIS 6030S

LIST OF MORTGAGEES

UNI	T #	MORTGAGEE
201	(Fireman)	Austin Bank of Chicago 5645 W. Lake Street Chicago, Illinois 60644
202	(Golz)	Forest Park National Bank /748 W. Madison Steet Forest Park, Illinois 60130
203	(Donnelly)	Citycorp Savings of Illinois P.O. Box 4444 Chicago, Illinois 60680
303	(Louis)	Northwest National Bank 3985 Milwauke: Avenue Chicago, Illinois 60641
304	(Cook)	St. Paul Federal Bank For Saving
501	(Lutzow) (Bruno) (Koritsaris	6700 W. North Avenue Chicago, Illinois 60635)
401	(Beben)	Harris Trust & Savings 111 W. Monroe Street Chicago, Illinois 60690
402	(Vorhies)	Midwest Bank & Trust Co. 1606 Harlem Avenue Elmwood Park, Illinois 60635
405	(Lynwood)	Pioneer Bank & Trust Co. 4000 W. North Avenue Chicago, Illinois 60639
502	(Kuflick)	Oak Park Trust & Savings Bank Village Mall Plaza Oak Park, Illinois 60301

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