

THIS INDENTURE WITNESSETH: That the undersigned, LA SALLE NATIONAL BANK, a National organized and existing under the laws of the State of ILLINOIS, United States of America, and duly authorized to transact business in the State of Illinois, not personally, but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated MARCH 21 5 1985 5 3 4 5 and known as Trust Number 109596, hereinafter referred to as the Mortgagor, does by these presents grant, remise, release, alien and convey unto

ABLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America (hereinafter referred to as the Mortgagee or the Association), its successors and assigns the following real estate situated in the County of COOK, in the State of ILLINOIS, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART OF:

THIS MORTGAGE IS BEING RE-RECORDED FOR THE PURPOSE OF INCLUDING THE CONDO RIDER

15.00

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, attached floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves, water heaters and washing and drying machines (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises, whether now due or hereafter to become due, all of which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO HAVE AND TO HOLD all of said property, with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagee does hereby release and waive.

TO SECURE:

(1) the payment of a Note, executed concurrently herewith by the Mortgagor and delivered to the Mortgagee, bearing even date herewith, in the principal sum of THIRTY TWO THOUSAND EIGHT HUNDRED AND 00/100

Dollars (\$

32,800.00), which Note, together with interest thereon as

therein provided (including provisions for adjustment in the interest rate), the Mortgagor promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinbefore specifically described, in monthly installments of

THREE HUNDRED SIXTY TWO AND 82/100

Dollars (\$

362.83

), commencing the FIRST day of MAY

19 85

, which payments are to be, applied, first to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, or its successors in title, for any purpose, at any time before the release and cancellation of this Mortgage, which said advances may be in the amount of \$ 00.00 in excess of the principal amount named in said Note.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said Note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before penalty attaches thereto all taxes, special taxes, special assessments, water, charges and sewer service charges against said property (including those theretofore due), and to furnish Mortgagee, upon request, with duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter on said premises insured, for the full insurable value thereof, against damage by fire, and such other hazards as the Mortgagee may require to be insured against until said indebtedness is fully paid, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless the Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair without waste, and free from any mechanic's lien or other lien or claim of lien not expressly subordinate to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to the mortgaged premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had or obtained (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter on said property, (c) any purchase on conditional sale, lease or agreement under which a title is reserved in vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B. (1) In order to provide for the payment of taxes, assessments, insurance premiums and other similar current charges upon the property securing this indebtedness, the undersigned promises to pay to the Association, monthly, in addition to the above payments, a sum estimated by the Association to be equivalent to one-twelfth (1/12th) of the amount payable annually for such taxes, and other items, and to make as well if necessary a lump sum payment sufficient to create on January first of each year a fund in the Association to pay when due all taxes on such real estate security for the prior year. All payments provided for in this paragraph may, at the option of the Association: (a) be held in trust by it for the payment of the items in this paragraph described; without obligation to pay to the undersigned any interest thereon or earnings therefrom (in such case the Association may commingle such payments with its own funds); (b) be carried in a savings deposit and withdrawn by the Association for the payment of such items; or (c) in the event the Association advances upon this obligation its own funds to pay said items as the same accrue and become payable, be credited to the unpaid balance of said indebtedness as received. If the amount established by the Association to be sufficient to pay said items is not sufficient for such purpose, the undersigned promises to pay the difference upon demand. If such sums are held in trust or carried in a savings deposit, the same are hereby pledged to further secure the indebtedness secured hereby. Said Association is authorized and is given the option to pay said items as charged or billed without further inquiry. All estimates contemplated by this paragraph B shall be made by the Association and shall be conclusive on the undersigned. (2) In the event of failure of the undersigned to make any payment of whatever nature, periodic or otherwise, required by the terms hereof or by the provisions of said Note secured hereby, the Association may, at its option, discharge such obligation of the undersigned by itself advancing such payment and, in that event, all such advances shall be added to the unpaid balance under said Note as of the first day of the month during which such advance is made, and the advance and interest thereon shall be secured hereby.

C. This Mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this Mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the Mortgage debt and shall increase the unpaid balance of the Note hereby secured by the amount of such advance and shall be a part of said Note indebtedness under all of the terms of said Note and this contract as fully as if a new such Note and contract were executed and delivered. An additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to such indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys, together with interest thereon at the rate then applicable under the terms of the Note hereby secured shall become so much additional indebtedness secured by this Mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E. That it is the intent hereof to secure payment of said Note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date; and to secure any other amount or amounts that may be added to the Mortgage indebtedness under the terms of this Mortgage contract.

7 BOL-14-89

86053078

Notary Public: Joseph W. Lang, 827 N. So. Dwyer, Arlington Heights, IL 60005

This instrument was prepared by: MARSHA R. MCCANLESS, V. B. B. 6-11-88

GIVEN under my hand and Notarial Seal, this day of April, 1985

scribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as corporate seal of said corporation to be affixed thereto as their free and voluntary act, and as the free and voluntary act and deed of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as corporate seal of said corporation to be affixed thereto as their free and voluntary act, and as the free and voluntary act and deed of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

LA SALLE NATIONAL BANK, a corporation and Trustee as aforesaid, has caused these presents to be signed by its President, Vice President, and Directors of said corporation.

LA SALLE NATIONAL BANK, a corporation and Trustee as aforesaid, has caused these presents to be signed by its President, Vice President, and Directors of said corporation.

IN WITNESS WHEREOF, the Mortgagee, not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, Vice President, and Directors of said corporation.

no way affect the personal liability of any co-signer, surety, endorser or guarantor of said Note, but this waiver shall in no way affect the personal liability of the Mortgagee, not personally but as Trustee as aforesaid, for the uses and purposes therein set forth.

This Mortgage is executed by the Mortgagee not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and Mortgagee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by the Mortgagee herein, and by every person now or hereafter claiming any right or security hereunder, that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any personal liability on the part of the Trustee or on any person beneficially or otherwise interested in the property or funds at any time subject to said trust agreement because of or in respect of this Mortgage and the Note which secures it or the making, issue or transfer thereof.

any order or decree of foreclosure of this mortgage on its own behalf, on behalf of the corporate trustee, mortgagee hereunder in any order or decree of foreclosure of this mortgage, mortgagee hereunder, does hereby waive any and all rights of redemption from sale under having a power of direction over the trustee, and if the property hereby conveyed and this mortgage consists of a dwelling for the use of more than one family, said corporate trustee, mortgagee hereunder, does hereby waive any and all rights of redemption from sale under

If the above named corporate trustee, mortgagee hereunder, is duly authorized to do so by the trust instrument or by any person having a power of direction over the trustee, and if the property hereby conveyed and this mortgage consists of a dwelling for the use of more than one family, said corporate trustee, mortgagee hereunder, does hereby waive any and all rights of redemption from sale under

and assigns of the Mortgagee, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

That each right, power and remedy herein conferred upon the Mortgagee, whether or by law conferred, and may be exercised concurrently therewith; that wherever the context hereof requires, the masculine gender, as used herein, shall include the female, and the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective successors and assigns of the Mortgagee, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

That the Mortgagee shall be released by Mortgagee by proper instrument upon payment to it of all indebtedness secured hereby and the payment to Mortgagee of a reasonable release fee which fee shall be so much additional indebtedness secured hereby.

That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under it, and without regard to the solvency of the person or persons, if any, liable for the payment of the indebtedness secured hereby, the Mortgagee, or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, before as well as after the foreclosure sale and before as well as after any redemption by any person, towards the payment of the expenses of such receivership, or on any other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed, he shall remain in possession until the expiration of the full period allowed by statute for redemption, irrevocable whether there be redemption or not, and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may effect to terminate any lease junior to the lien hereof.

No future even though executed by holder to exercise any option contained in this Mortgage or in the Note which it secures, and no waiver, even though repeated, of performance of any of the covenants contained in either such instrument shall in any way affect the right of holder hereunder to exercise such option, or to require or enforce performance of such covenant.

All easements, rents, issues and profits of said premises are specially 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 property, or any part thereof, whether said lease or agreement be written or verbal, and it is the intention hereby to pledge said rents, issues and profits on a party with said real estate and not secondarily, and such pledge shall not be deemed merged in any foreclosure decree.

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In case the mortgagee hereunder, 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 effect to the immediate reduction of the amount 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 secured hereby shall be delivered to the Mortgagee or its assigns.

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27 515 845 86053078

STATE OF ILLINOIS

COUNTY OF COOK

FILED FOR RECORD

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LA SALLE NATIONAL BANK

ATTEST:

Secretary of said corporation

President

Vice President

Director

Director

Director

Director

Director

Director

Director

Director

Director

Director

Director

Director

Director

Director

Director

Director

# UNOFFICIAL COPY

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 25TH day of MARCH, 19 85,  
 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the  
 "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to  
ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender")  
 of the same date and covering the Property described in the Security Instrument and located at:  
827 SOUTH DWYER, ARLINGTON HEIGHTS, ILLINOIS 60005  
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project  
 known as:

CHURCH CREEK CONDOMINIUM  
(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the  
 "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also  
 includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument,  
 Borrower and Lender further covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium  
 Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which  
 creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall  
 promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a  
 "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance  
 coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included  
 within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of  
 the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property  
 is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the  
 Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be  
 paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners  
 Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in  
 connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common  
 elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds  
 shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written  
 consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination  
 required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or  
 eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of  
 Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;  
 or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by  
 the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.  
 Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security  
 Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of  
 disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

86053078

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

.....(Seal)  
 LA SALLE NATIONAL BANK  
 Borrower

.....(Seal)  
 Borrower

*William H. [Signature]*  
 Assistant Secretary

LA SALLE NATIONAL BANK AS TRUSTEE UNDER ITS  
 TRUST NO. 109520 AND NOT INDIVIDUALLY.  
 BY *[Signature]*  
 ASSISTANT SECRETARY  
 ASSISTANT VICE PRESIDENT

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK

I, LINDA M. SWIATEK a Notary Public in and for said county and state, do hereby certify that LA SALLE NATIONAL BANK JOSEPH W. LANG personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be HIS free (his, her, their) and voluntary act and deed and that HE executed said instrument for (he, she, they) the purposes and uses therein set forth.

WITNESS MY HAND AND OFFICIAL SEAL THIS 24<sup>th</sup> DAY OF January, 1986.

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. JAN. 21, 1989  
ISSUED THRU ILL. NOTARY ASSOC.

My Commission Expires. \_\_\_\_\_

Linda M. Swiatek (SEAL)  
Notary Public

86053078

Property of Cook County Clerk's Office

8 6 0 5 3 0 7 8

RECEIVED IN BAD CONDITION

UNIT NUMBER 827A IN CHURCH CREEK CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 23136 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON OCTOBER 30, 1978 AS DOCUMENT 24693161 AND AS SET FORTH IN THE AMENDMENTS HERETO, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS ALLOCATED TO SAID UNIT AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME AND TOGETHER WITH ADDED COMMON ELEMENTS ADDED BY EACH AMENDMENT TO DECLARATION AS SUCH

AMENDMENTS ARE RECORDED, IN THE PERCENTAGES SET FORTH IN SUCH AMENDMENTS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDINGS OF SUCH AMENDMENTS AS THOUGH CONVEYED HEREBY. 03-31-301. 091 S.M.

X 03-31-301-091-0000

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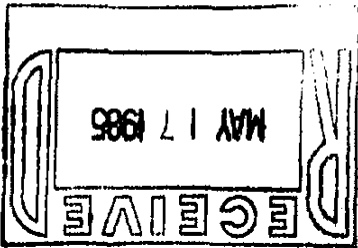
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RECEIVED IN BAD CONDITION

CEA: [Handwritten initials]

William Heights, IL

827 S. Duycer



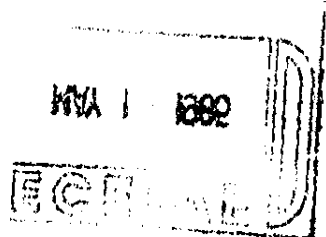
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Property of Cook County Clerk's Office

Arlington Hts. Fedout  
45 E. Campbell  
Arlington Hts, IL 60005

Mail To:



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BOX 333-WJ

RECEIVED

UNOFFICIAL COPY

86053078

Property of Cook County Clerk's Office

COOK COUNTY ILLINOIS  
PROPERTY RECORD

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