

**UNOFFICIAL COPY**

Loan No. \_\_\_\_\_

AUG-21-1944 469178 36367625 46367825 121

## **MORTGAGE**

THIS INDENTURE, made 8-4, 1986, between Robert J. Wrobel and Shirley B.  
Wrobel, 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,  
(herein referred to as "Mortgagee,") Illinois,

THE ABOVE SPACE FOR RECORDER'S USE ONLY

WITNESSETH

THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of Seventeen Thousand Fifty-Three  
and 80/100 dollars (\$ 17053.80) 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 10 per cent (10 %) per annum prior to maturity, at the office of Mortgagee in Buffalo Grove,  
Illinois, in 12 successive monthly installments commencing Sept. 23rd, 19 86, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 284.23 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 15 % 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 in consideration of the sum of \$\_\_\_\_\_, and all other value received, do hereby mortgage and sell unto the undersigned, and every holder of record of any and every bond, note, or other instrument, now existing and to become due from the Mortgagors, or either of them, under and by virtue of the terms and conditions of the Mortgage, during the term of this mortgage, however created, incurred, evidenced, acquired or arising, whether under the title of this mortgage or under any other instrument, or agreement of any and every kind now or hereafter existing between the Mortgagors and the holder of any and every bond, note, or other instrument, or agreement of any and every kind now or hereafter existing between the Mortgagors or any of them and the Mortgagee, and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges provided on and in said Note and in any other agreement made between the parties hereto, and including all present and future indebtedness, past, present and future, arising out of or in connection with the execution of this mortgage, and all renewals or extensions of any of the obligations, 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 Mortgagor, its successors and assigns, the following described Real Estate in the County of COOK and State of Illinois, to wit:

(SEE ATTACHED LEGAL DESCRIPTION)

PERMANENT REAL ESTATE INDEX NUMBER: 03-09-308-096-1394

**THIS IS A JUNIOR MORTGAGE**

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 therefrom for so long and during all such times as Mortgagors may be entitled thereto (which are pledged firstarily 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, lights, 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 Mortgagor, 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 Mortgagor 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 deposits, for acceleration of maturity of the Note and foreclose 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,

Digitized by srujanika@gmail.com

(SFT AL.)

W. H. Clegg, Jr.

- (SEAL.)

15811

Ann. Frohberg

in the State aforesaid, DO HEREBY CERTIFY THAT RODGER H. WEDGET AND SWEETIE R. WEDGET

COUNTY OF Who are personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument free and voluntarily, for the uses and purposes therein set forth, including the release and waiver of all claims for damages.

GIVEN under my hand and Notarial Seal this 1<sup>st</sup> day of AUGUST A.D. 1886.

**ANNA FROBERG**  
Notary Public, State of Illinois  
Commission Expires 5/12/81

**NAME** Bank of Buffalo Grove  
**STREET** 10 E. Dundee Rd.  
**CITY** Buffalo Grove, IL 60090  
**INSTRUCTIONS**

**FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF  
ABOVE DESCRIBED PROPERTY HERE**

1515 Mohawk

Wheeling, W. Va.

Fig. 1

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Page 2

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

1. Mortgagor covenants and agrees to pay said indebtedness and the interest thereon as herein and in accordance with other evidence thereof provided, or according to any agreement, including 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 other service charges against the premises (including those heretofore due), and to furnish Mortgagor, upon request, duplicate receipts therefor, and all such items 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 Mortgagor may require to be insured against; and to provide liability insurance and such other insurance as the Mortgagor may require, said said indebtedness to fully paid, or in case of foreclosure, until expiration of the period of redemption, including all liability insurance value thereof, in such companies, and in such form as shall be satisfactory to the Mortgagor; an insurance policies will remain with the Mortgagor in case of foreclosure sale payable to the owner of the certificate of title, owner of any deficiency, or receiver, if no principal sum of the Note secured by this Mortgage is paid in full; and in case of loss under such policies, the Mortgagor is authorized to adjust, collect, compromise, or otherwise dispose of any claim in a deed; and in case of loss under such policies, the Mortgagor is authorized to adjust, collect, compromise, or otherwise dispose of any claim in a deed; and in case of loss under such policies, the Mortgagor is authorized to exercise and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and assignments required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of them to be signed by the Mortgagor for such purposes and the Mortgagor is authorized to apply the proceeds of any insurance claim to the restoration of the premises 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 promptly complete the rebuilding or reconstruction of buildings and improvements now or hereafter on said premises, unless Mortgagor 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 mechanical or other like or class of like not expressly subrogated in writing to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said premises nor to diminish its value by any act or omission to act; (7) 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 Mortgagor being first had and obtained, (a) any use of the premises 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 upon said premises, (c) any purchase of nonresidential real estate, lease or agreement under which title is reserved in the vendor, or any apparatus, fixtures or equipment to be placed in or upon any building or improvement on said premises; (9) To pay the premiums on Mortgage Guaranty Insurance covering this mortgage when required by Mortgagor pursuant to its written commitment; and (10) To pay when due any indebtedness which may be accrued by like or charge upon the premises, superior to the lien hereof, and upon receipt, exhibit satisfactory evidence of the discharge of such prior liens on Mortgagor.

2. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagor agrees to pay to the holder of the Note, when requested by the holder of the Note, such sum as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of life 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 sum 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 reserves whether or not complied with shall not be construed to affect the obligations of the Mortgagor 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 Mortgagor 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 those purposes to be made by Mortgagor.

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. Mortgagor will collect a late charge equal to one-half (1/2) of one per cent (1%) on the unpaid balance of the indebtedness hereby secured for each aggregate monthly payment of 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 payment.

5. Mortgagor agrees that Mortgagor may employ counsel for advice or other legal services at the Mortgagor's discretion in connection with any dispute as to the debt hereby secured or the title thereto, or any litigation to which the Mortgagor 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. All costs and expenses reasonably incurred in the foreclosing of this mortgage and sale of the property securing the same and in connection with any other dispute of litigation or 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 by the Mortgagor to the Mortgagor 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  $\frac{15}{15}$  per cent (15%) per annum.

6. In case of default therein, Mortgagor may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and, purchase, discharge, compromise or settle any tax or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or cancel any tax or assessment. All money 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 Mortgagor in its discretion to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of  $\frac{15}{15}$  per cent (15%) per annum. Assertion of Mortgagor shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagor.

7. Mortgagor making any payment hereby authorized 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 Mortgagor and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or 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, until when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

9. In the event that Mortgagor or either of them (a) consents to the appointment of a receiver, trustee, or liquidator of all or a substantial part of Mortgagor's assets, or (b) is adjudicated bankrupt or insolvent, or (c) files a voluntary petition in bankruptcy, or admits 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 petition for reorganization or arrangement with creditors, or to, take advantage of any insolvency law, or (e) file an answer admitting the material allegations of a petition filed against Mortgagor in any bankruptcy, reorganization, or insolvency proceeding, or (f) fails to pay account for the purpose of effecting any of the foregoing, or (g) fails at any order, judgment or decree shall be entered upon an application of a creditor of the Mortgagor by a court of competent jurisdiction approving a petition for the appointment of a receiver or trustee of all or a substantial part of the Mortgagor's assets and such order, judgment or decree shall continue unexpired and in effect for a period of 60 consecutive days, the holder of the Note may declare the Note forthwith due and payable, whereupon all principal and interest accrued on the Note and all other sums hereby secured shall become forthwith due and payable, and if all of the sums so payable were not then paid, may be sued for such debts, and if necessary, the foregoing without notice or demand, may prosecute a suit at law and/or equity as if all money, rents, royalties, stipulations, and agreements contained in the Note and all other documents, instruments, and agreements heretofore made between the parties hereto, or in the Note, or in any other instrument or agreement, were in full force and effect, and may be sued for the pendency of the same. Furthermore, if no foreclosure proceedings should be instituted against the premises upon any other lien or debt, the Mortgagor may at its option immediately upon institution of such suit or cause the pendency thereof declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this Mortgage.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagor shall have the right to foreclose the lien hereof, to sell the same in such manner as it may determine, and shall be entitled to additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagor for attorney's fees, appraiser's fees, outlays for sale, tax and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of purchasing all such abstracts of title, title searches and examinations, insurance policies, title certificates and similar data and assurances with respect to title of Mortgagor. It shall be the responsibility of Mortgagor to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the type in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of  $\frac{15}{15}$  per cent (15%) per annum, when paid or incurred by Mortgagor in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which Mortgagor shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereunder; 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 foreclosing sale, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms of contract 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; fourth, such amount, if any, as may be due to Mortgagor, their heirs, legal representatives or assigns, as their rights, may arise.

12. Should at any time after the filing of a suit in foreclosure this Mortgage, the Court in which such suit is filed, or any receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency of the party appointed, or the application for such receiver and without regard to the rights of the parties thereto, who shall be then regarded as a bankrupt, dead, and the property or assets so held as being held in trust for the benefit of the receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and in the case of a sale of a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagor, except for the termination of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or useful in such cases for the protection (including insurance and repairs), possession, control, management and operation of the premises during the whole of such 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 (2) such indebtedness as may be 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 Mortgagor will not, at any time, except upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of, or by any statute or exemption or otherwise, any exemption from execution or sale of the premises, or any part thereof, wherever enacted, now or at any time hereafter enacted, which may affect the terms and covenants or the performance of this Mortgage, no 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 herein or by agreement to the decree, judgment, or order of any court of competent jurisdiction; and the Mortgagor hereby expressly waives all benefit or advantages of any such law, or law, and covenant not to hinder, delay, or impede the execution of any power herein granted or delegated to the Mortgagor, but to suffer and permit the execution of every power as though no such law or laws had been or enacted. The Mortgagor, for itself or themselves and all who may claim under it or them, waives, 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 Mortgagor 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 Mortgagor 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 Mortgagor or their assignee.

16. All assets, rents, issues and profits of the premises are pledged, assigned and transferred in the Mortgagor, 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 separately and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagor of all such leases and agreements and all the assets thereto, together with the rights in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect and receive, rents, issues and profits, regardless of when earned, and use such measures, whether legal or equitable as it may deem proper to enforce collection thereof, employ collecting agents or other employees, alter or repair said premises, buy furnishings and equipment thereon 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 like lien hereby attaches to the premises and on the income therefrom which is prior to or later than any other indebtedness hereby secured, and out of the income so derived, the Mortgagor may deduct reasonable compensation for itself, including the cost of the premises, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the execution of the principal terms hereof and from time to time, except as may be necessary, the payment of every kind, including attorney's fees, incurred in the defense of the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of such sale, in full or in part, whether there be a decree in personam therefor or not. Whenever all or any of the indebtedness declared herein is paid, and the Mortgagor, in its sole discretion feels that there is no substantial uncollected default in performance of the Mortgagor's Agreements herein, the Mortgagor, on satisfaction of evidence of such, shall relinquish possession and any money, wages, income, or savings in its hands. The possession of Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed in trust for a decree foreclosing this Mortgage, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagor shall have all powers, if any, which 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 Mortgagor does not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgagor, or before thirty days prior to the due date of the final payment of principal, or if work on said construction should cease before completion and the said work should not be resumed for a period of thirty days or thereafter, Mortgagor may, at its option, terminate all contracts for the construction of the said buildings or improvements for the period of thirty days or thereafter, Mortgagor may, at its option, accept, also enter into and upon the mortgaged premises and complete the construction of the said buildings and improvements and money expended by Mortgagor in connection with such completion of construction shall be added to the principal amount of said Note and secured by these premises, and shall be payable by Mortgagor on demand, with interest at the rate of  $\frac{15}{15}$  per cent (15%) per annum. In the event Mortgagor shall elect to complete construction, Mortgagor shall have full and complete authority to employ subcontractors to perform the improvements from the date of termination and to prevent and protect the personal property therein, to continue any and all outstanding contracts for the erection and completion of said buildings or buildings, to make and enter into any contracts and obligations, wherever necessary, either in its own name or in the name of Mortgagor, and to pay and discharge all debts, obligations and liabilities incurred thereby.

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

19. This Mortgage and all provisions herein, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" 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.

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## LEGAL DESCRIPTION

### PARCEL 1:

Unit Number 3-8-9 as delineated upon the Plat of Survey (hereinafter referred to as the "Plat") of the following described parcel of real property ("Parcel"): Certain lots in Tahoe Village Subdivisions of part of the North half of the South half of Section 9, Township 42 North, Range 11 East of the Third Principal Meridian, which Plat is attached as Exhibit B in Declaration of Condominium Ownership and of Easements, restrictions and Covenants for Tahoe Village Condominium Town Houses (hereinafter referred to as the "Declaration") made by Trustee and an amended recorded in the Office of the Recorder of Cook County, Illinois, as Document No. 22270623, together with a percentage of the Common Elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with Amended Declarations as same are filed of record pursuant to said Declaration, and together with additional Common Elements as such Amended Declarations are filed of record, in the percentages set forth in such Declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such Amended Declaration as though conveyed hereby.

### PARCEL 2:

Easement appurtenant to and for the benefit of Parcel 1, over Outlot A in Tahoe Village Unit Number 2-E being a Subdivision of part of the North East 1/4 of the South west 1/4 of Section 9, Township 42 North, Range 11 East of the Third Principal Meridian, as created by Deed from LaSalle National Bank, a National Banking Association, as Trustee under Trust agreement dated August 20, 1971 known as Trust Number 42930 to Robert J. Wrobel and Shirley B. Wrobel, dated 10-11-78 and recorded 11-28-78 as Document Number X124739643 for ingress and egress, in Cook County, Illinois

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