

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY: LYNN BAUTISTA  
ONE NORTH DEARBORN STREET  
CHICAGO, ILLINOIS 60602

ADJUSTABLE  
MORTGAGE

**CITICORP SAVINGS**

Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone (1 312 977 5000)

**87429156**

ACCOUNT #000929034

THIS MORTGAGE ("Security Instrument") is made this 31ST day of JULY  
19 87 between the Mortgagor, SYLVIA J. POZARNSKY DIVORCED AND NOT RE-MARRIED

(herein "Borrower"), and the Mortgagee, Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of The United States, whose address is One South Dearborn Street, Chicago, Illinois 60603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED NINETY-FOUR THOUSAND EIGHT HUNDRED AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated 07/31/87 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 01 2017

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois

**\*\*SEE ATTACHED RIDER\*\***

which has the address of 1667 NORTH VINE STREET CHICAGO  
(Street) (City)  
Ill State and Zip ~~60614~~ 60614 (herein "Property Address")

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (of the leasehold estate if this Mortgage is on a leasehold) as herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

NOT RECORDED

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8. Inspection. Lender or its agent may mark reasonable copies upon and inspections of the Property. Lender shall give Borrower notice at the time of such inspection. Lender shall be responsible for the inspection.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard included within the term "extended coverage" and any other hazard for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to the date of this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay indebtedness evidenced by the Note and any prepayment and late charges due under the Note. Borrower shall pay on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments imposed by governmental bodies which may attach priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property; if any; (c) yearly hazard insurance premiums; (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

1. Payment of Principal and Interest. Borrower and Lender covenant and agree as follows:

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency including Lender if Lender is such an institution. Lender shall apply the Funds to pay the escrow items, without charge, for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, Borrower shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sum secured by this Security Instrument.

Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to the date of this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard included within the term "extended coverage" and any other hazard for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

Inspection. Lender or its agent may mark reasonable copies upon and inspections of the Property. Lender shall give Borrower notice at the time of such inspection. Lender shall be responsible for the inspection.

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Loan Number: 00000929034

NOTICE: The Security Instrument secures a Note which contains a provision allowing for changes in the interest rate. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

This Rider is made this 31ST day of JULY, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp Savings of Illinois, A Federal Savings and Loan Association.

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 1667 NORTH VINE STREET, CHICAGO, IL 60614

Property Address

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

A. Interest Rate and Monthly Payment Changes

The Note has an "initial Interest Rate" of 10.25%. The Note interest rate may be increased or decreased on the FIRST day of the month beginning on AUGUST 1ST, 1992 and on that day of the month every 60 month(s) thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

(1)  The weekly average yield on United States Treasury securities adjusted to a constant maturity of 5 year(s), as made available by the Federal Reserve Board. In no event over the full term of the Note will the interest rate be increased more than 5.125 percentage points ( 5.125 %) from an Initial Rate of Interest. Before each Change Date the Note Holder will calculate the new interest rate by adding 2.875 percentage points ( 2.875 %) to the Current Index. However, the rate of interest that is required to be paid shall never be increased or decreased on any single Change Date by more than 3.00 percentage points ( 3.00 %) from the rate of interest currently being paid.

(2)  Other:

If the Interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. Loan Charges

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Lender may choose to make this refund by reducing the principal I owe under the Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

C. Prior Liens

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. Transfer of the Property

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided paragraph 17.

By signing this, Borrower agrees to all of the above. \_\_\_\_\_ (Seal) Borrower

\*If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

\_\_\_\_\_  
SYLWIA J. POZARNSKY (Seal) Borrower

\_\_\_\_\_  
(Seal) Borrower

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**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any applications of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold, assigned or transferred) and Borrower is not a natural person or if Borrower enters into Articles of Agreement for Deed or any agreement for installment sale of the Property or the beneficial interest in Borrower (and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

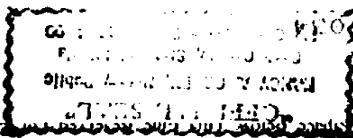
**19. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). This notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full

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BOX # 1185



STATE OF ILLINOIS, County ss: Cook

I, Sylvia J. POZARNSKY, a Notary Public in and for said county and state, do hereby certify that SYLVIA J. POZARNSKY, DIVORCED AND NOT RE-MARRIED, 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 \_\_\_\_\_ signed and delivered the said instrument, free and voluntary act, for the uses and purposes therein set forth.

My Commission expires: 11/3/90

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 1990

DEPT. OF RECORDING # 314 TR 44 3946 98/04/87 11:39:00 \$16.00

BOOK COUNT / ORDER # 47-429156

ORDER NUMBER / ORDER # 47-429156

DEPT. OF RECORDING # 314 TR 44 3946 98/04/87 11:39:00 \$16.00

day of \_\_\_\_\_ 1990

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

Borrower \_\_\_\_\_

Borrower \_\_\_\_\_

Borrower \_\_\_\_\_

Borrower Sylvia J. POZARNSKY

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Graduated Payment Rider
- Other(s) (specify)
- Condominium Rider
- Planned Unit Development Rider
- 2-4 Family Rider

(Check applicable boxes)

of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any costs collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument with charge to Borrower, for reasonable costs of preparation and delivery of a release deed. Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's interest under this Security Instrument, such preparation and delivery of a release deed shall be without charge. Notwithstanding the foregoing Borrower shall pay all costs of recordation, if any.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable boxes)

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**PARCEL 1:**  
THAT PART OF THE FOLLOWING TWO PARCELS OF LAND TAKEN AS A SINGLE TRACT  
TO WIT:

**UNOFFICIAL COPY**

LOTS 28 TO 31, 40, 41 AND 42 IN THE SUBDIVISION OF THE  
EAST 1/2 OF LOTS 2, 3 AND (EXCEPT THE SOUTH 82 FEET OF  
EAST 100 FEET) OF LOT 4 IN BLOCK 1 IN SHEFFIELDS ADDITION  
TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF  
SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 5 TO 20, BOTH INCLUSIVE, (EXCEPT THE PART OF  
SAID LOTS 5 TO 20 DESCRIBED AS FOLLOWS: COMMENCING  
AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE EAST  
ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF  
88.49 FEET TO A CORNER OF SAID LOT 5; THENCE NORTH  
EASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT  
5, A DISTANCE OF 14.10 FEET TO THE EAST LINE OF  
SAID LOT 5; THENCE NORTH ALONG THE EAST LINE OF  
SAID LOTS 5 TO 20 TO THE NORTHEAST CORNER OF SAID  
LOT 20; THENCE WEST ALONG THE NORTH LINE OF SAID  
LOT 20 TO A LINE 1 FOOT WEST OF AND PARALLEL WITH  
WITH SAID EAST LINE OF LOT 20; THENCE SOUTH ALONG A  
LINE 1 FOOT WEST OF AND PARALLEL WITH THE EAST  
LINE OF SAID LOTS 5 TO 20 TO A LINE 1 FOOT NORTH  
WESTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY  
LINE OF LOT 5; THENCE SOUTHWESTERLY ALONG SAID LINE  
1 FOOT NORTHWESTERLY OF AND PARALLEL WITH THE SAID  
SOUTHEASTERLY LINE OF LOT 5 TO A LINE 1 FOOT NORTH  
OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 5;  
THENCE WEST ALONG SAID LINE 1 FOOT NORTH OF AND  
PARALLEL WITH THE SOUTH LINE OF SAID LOT 5 TO THE  
WEST LINE OF SAID LOT 5; THENCE SOUTH ALONG SAID  
WEST LINE OF LOT 5 TO THE POINT OF BEGINNING) IN  
THE SUBDIVISION OF LOT 6 AND THE EAST 28 FEET OF  
LOT 7 IN BLOCK 1 IN SHEFFIELDS ADDITION TO CHICAGO  
IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33,  
TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS  
FOLLOWS:

BEGINNING AT A POINT 0.82 FEET SOUTH AND 41.82 FEET EAST OF THE  
NORTHWEST CORNER OF SAID DESCRIBED TRACT OF LAND, AS MEASURED ALONG  
THE WEST LINE OF SAID TRACT AND ALONG A LINE AT RIGHT ANGLES THERETO,  
(SAID WEST LINE HAVING AN ASSUMED BEARING OF DUE NORTH FOR THIS LEGAL  
DESCRIPTION); THENCE DUE SOUTH, 17.36 FEET; THENCE NORTH 89 DEGREES  
EAST, 0.30 FEET; THENCE DUE SOUTH, 8.31 FEET; THENCE SOUTH 89 DEGREES  
WEST, 24.65 FEET; THENCE NORTH 44 DEGREES 21 MINUTES 29 SECONDS WEST,  
5.68 FEET; THENCE DUE NORTH, 21.61 FEET; THENCE NORTH 90 DEGREES EAST,  
28.33 FEET TO THE PLACE OF BEGINNING; ALSO

**PARCEL 1A:**

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1  
AFORESAID, AS SET FORTH IN DECLARATION MADE BY AMERICAN NATIONAL  
BANK AND TRUST COMPANY OF CHICAGO, NATIONAL BANKING ASSOCIATION  
AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 14, 1977 AND KNOWN  
AS TRUST NO. 40382 DATED JANUARY 1, 1978 AND RECORDED JANUARY  
26, 1978 AS DOCUMENT NO. 24301534 AND FILED JANUARY 26, 1978 AS  
DOCUMENT NO. LR2996071 AND AS CREATED BY DEED FROM AMERICAN  
NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING  
ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 14,  
1977 AND KNOWN AS TRUST NO. 40382 TO LARRY M. MILLER DATED MARCH  
1, 1978 AND RECORDED NOVEMBER 28, 1978 AS DOCUMENT NO. 24789654  
AND FILED NOVEMBER 28, 1978 AS DOCUMENT LR8061972 FOR PURPOSE OF  
INGRESS AND EGRESS

ALSO

**PARCEL 1"B"**  
EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS  
CREATED BY QUIT CLAIM DEED FROM THE CITY OF CHICAGO, A MUNICIPAL  
CORPORATION TO NEIGHBORHOOD COMMONS CORPORATION, A NOT FOR  
PROFIT CORPORATION, ILLINOIS DATED APRIL 25, 1977 AND RECORDED  
MAY 20, 1977 AS DOCUMENT NO. 23936159 AND FILED MAY 20, 1977 AS  
DOCUMENT 2989190 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS  
TO THAT CERTAIN EAST WEST PUBLIC ALLEY LYING EAST OF VINE STREET  
AND SOUTH OF AND ABUTTING LOT 5 AFORESAID, OVER UPON AND ACROSS:  
THE SOUTH 1 FOOT OF LOT 5 IN BLOCK 1 IN SHEFFIELDS ADDITION TO  
CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33,  
TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S):

14-33-316-078. AFFECTS THIS AND OTHER PROPERTY.  
14-33-316-014. AFFECTS THIS AND OTHER PROPERTY.

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS  
31ST DAY OF JULY 1987, A.D..

*Deed 874029/56*

UNOFFICIAL COPY

Property of Cook County Clerk's Office

87429156