

BOX 333 - TH

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY:
FIRST ILLINOIS MORTGAGE CORPORATION
1440 RENAISSANCE DRIVE
PARK RIDGE ILLINOIS 60606
PATRICIA C NEWMAN

Dale

COOK COUNTY, ILLINOIS
FILED FOR RECORD

87436596

1987 AUG -7 AM 10:44

87436596

[Space Above This Line For Recording Data]

\$16.00

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 06,
1987 The mortgagor is NIZARALI D. MITHWANI AND ROSHAN N. MITHWANI, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

FIRST ILLINOIS BANK OF EVANSTON, N.A.
which is organized and existing under the laws of THE UNITED STATES
800 DAVIS STREET EVANSTON IL 60201

, and whose address is

("Lender").

Borrower owes Lender the principal sum of FORTY SEVEN THOUSAND NINE HUNDRED TWENTY AND 00/100

Dollars (U.S. \$ --- 47,920.00---). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 01ST, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in

COOK

County, Illinois:

See attached rider

PI#

1411 TOUHY #D

CHICAGO

which has the address of

60626

[Street]

[City]

Illinois

[Zip Code]

("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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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MTOB

My Commission expires: *June 27, 1987*

Given under my hand and official seal, this

23rd day of July, 1987.

set forth.

signed and delivered the said instrument as *Heck*
frce and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
D. MITHWANI, *Roshan N. Mithwani*, *RECEIVED TO NIZARATI*
do hereby certify that *Nizariat* *RECEIVED TO NIZARATI*
L. The undersigned *Roshan N. Mithwani*, a Notary Public in said said County and state,
County ss: *Cook*

STATE OF ILLINOIS,

(Space Below This Line for Acknowledgment)

Borrower
(Seal)

Borrower
(Seal)

ROSHAN N. MITHWANI

Borrower
(Seal)

NIZARATI D. MITHWANI

Borrower
(Seal)

87436596

Instrument and in any rider(s) executed by Borrower and recorded with it.

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 together with
 Other(s) [Specify] _____

Graduated Payment Rider Planned Unit Development Rider
 Adjustable Rate Rider condominium Rider 2-4 Family Rider

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Instrument without charge to Borrower. Borrower shall pay any recording costs.
 Adjustable Rate Rider _____

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 judge)
shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of
applicable record, shall be entitled to collect the rents, including, but not limited to, receiver's fees, premium of the
Property including those collected by the receiver shall be applied first to payment of the rents of
receivers bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.
Releasee. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Release. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this instrument,
but not limited to, reasonable attorney's fees and costs of title evidence.
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this instrument,
before the date specified in any other notice, Lender after demand and may foreclose immediately if the
Security Instrument without further notice or action. If the notice is not cured or
inform Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the non-
existence of a default or any other defense of Borrower to accelerate, If the notice shall further
seured by this Security Instrument, foreclose by judicial proceeding. The notice shall be given to the
and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums
dealt with which the default must be cured.
(C) a date, not less than 30 days from the date the notice is given to Borrower, by which the
unless application of any provision of law otherwise, (a) the default; (b) the action required to cure the
breach of any covenant or agreement in this Security Instrument under paragraphs 13 and 17
19. Acceleration; Remedies. Lender shall give notice to Borrower to accelerate following Borrower's
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration unless
unless application of any provision of law otherwise, (a) the default; (b) the action required to cure the
breach of any covenant or agreement in this Security Instrument under paragraphs 13 and 17
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender 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 which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (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.

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. Lender may not 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 debit 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, the excess 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 sums secured by this Security Instrument.

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.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application 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 the payments. If, under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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.

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. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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 rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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18. Borrower's Right to Release. If this Security Instrument violates any provision of the Uniform Commercial Code or any other law, it shall be interpreted in accordance with such law. In the event of a conflict between this Security Instrument and any provision of the Uniform Commercial Code or any other law, the provisions of this Security Instrument shall control. This instrument is made under the laws of the State of [REDACTED].

19. Notice of Default. If the Borrower fails to pay any sum secured by this Security Instrument when due, the Lender may give notice of default to the Borrower at his address as set forth in Paragraph 17. The notice shall be given in writing and shall state the amount due, the date when due, and the date when payment is to be made. The notice shall be given at least 30 days before the date when payment is to be made.

20. Waiver of Notice. The Borrower waives notice of default, except that the Borrower may give notice of default to the Lender if the Borrower has failed to pay any sum secured by this Security Instrument when due, and the Lender has given notice of default to the Borrower.

21. Successors and Assigns; Joint and Several Liability; Co-Signers. The Borrower and any co-signer or assignee of this Security Instrument shall be liable to the Lender for all sums secured by this Security Instrument, jointly and severally, and shall remain obligated to the Lender until all sums secured by this Security Instrument have been paid in full, notwithstanding any extension or modification of the time for payment or any other change in the terms of this Security Instrument.

22. 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 is excessive to the permitted limit, and (a) any such loan charge shall be reduced by the amount of such charges, and (b) any such loan charge shall be reduced by the amount of any other charge or fee imposed on the loan, the Lender may reduce the charge to the permitted limit, and (c) agrees that the Lender may agree to extend the note for an additional period of time, and (d) agrees to pay any additional interest or fees imposed on the loan.

23. Legalization of Prepayment. If the Borrower makes any prepayment of this Security Instrument without charge, the Lender may require payment of a premium or other amount in addition to the amount paid.

24. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by registered mail unless otherwise specified in the note or agreement.

25. Governing Law; Severability. This Security Instrument shall be governed by the law of the state or territory in which it is located. In the event that any provision 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 conflict.

26. Borrower's Copy. Borrower shall be given one copy of this Security Instrument.

27. 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 and Borrower is not a natural person, it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may invoke any provision of this Security Instrument to recover all sums which Borrower must pay all sums secured by this Security Instrument, or (b) entry of a judgment against this Security Instrument and the Note had no acceleration clause, Lender may apply for relief to the court in which the Note was filed to recover all sums which Borrower must pay all sums secured by this Security Instrument.

28. Borrower's Right to Release. If this Security Instrument discloses certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument unless it is breached or violated.

29. Lender's exercise of his option, Lender shall provide a period of acceleration 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.

30. General law as of the date of this Security Instrument.

31. Security Interest. Lender's option shall not apply in the case of acceleration paragraph 13 or 17.

Borrower, however, this Security Interest shall not apply in the case of acceleration paragraph 13 or 17.

32. Security Interest. Lender's rights in the event of this Security Interest shall remain unimpaired. Upon acceleration of any debt held by the Lender, Lender's rights in the event of this Security Interest shall remain unimpaired. Lender's rights in the event of this Security Interest shall remain unimpaired.

33. Security Interest. Lender's rights in the event of this Security Interest shall remain unimpaired. Lender's rights in the event of this Security Interest shall remain unimpaired.

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5 PARCEL 1:

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THE SOUTH 15.42 FEET OF THE NORTH 95.01 FEET OF THE EAST 53.66 FEET OF THE WEST 368.30 FEET OF THE NORTH 1/2 OF BLOCK 13 IN ROGERS PARK, BEING A SUBDIVISION OF THE NORTH EAST 1/4 AND THAT PART OF THE NORTH WEST 1/4 LYING EAST OF RIDGE ROAD IN SECTION 31, ALSO THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 32, ALSO ALL OF SECTION 30 LYING SOUTH OF THE INDIAN BOUNDARY LINE ALL IN TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EAST 7.92 FEET OF THE WEST 361.44 FEET OF THE SOUTH 28.0 FEET OF THE NORTH 1/2 OF BLOCK 13 IN ROGERS PARK, BEING A SUBDIVISION OF THE NORTH EAST 1/4 AND THAT PART OF THE NORTH WEST 1/4 LYING EAST OF RIDGE ROAD IN SECTION 31, ALSO THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 32, ALSO ALL OF SECTION 30 LYING SOUTH OF THE INDIAN BOUNDARY LINE ALL IN TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

(A) EASEMENT AS SET FORTH IN THE DECLARATION DATED DECEMBER 26, 1973 AND RECORDED JANUARY 2, 1974 AS DOCUMENT 22584808 FOR INGRESS AND EGRESS, OVER THE SOUTH 3 FEET OF THE EAST 53.66 FEET OF THE WEST 368.30 FEET (EXCEPT THE NORTH 131.85 FEET AND EXCEPT THE SOUTH 28 FEET THEREOF) OF THE NORTH 1/2 OF BLOCK 13 IN ROGERS PARK BEING A SUBDIVISION OF THE NORTH EAST 1/4 AND THAT PART OF THE NORTH WEST 1/4 LYING EAST OF RIDGE ROAD IN SECTION 31, ALSO THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 32, ALSO ALL OF SECTION 30 LYING SOUTH OF THE INDIAN BOUNDARY LINE ALL IN TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(B) EASEMENT AS SET FORTH IN THE DECLARATION DATED DECEMBER 26, 1973 AND RECORDED JANUARY 2, 1974 AS DOCUMENT 22584799 FOR REFUSE OVER THE EAST 2.0 FEET OF THE WEST 296.08 FEET OF THE NORTH 20.0 FEET OF THE SOUTH 28.0 FEET OF THE NORTH 1/2 OF BLOCK 13 IN ROGERS PARK, BEING A SUBDIVISION OF THE NORTH EAST 1/4 AND THAT PART OF THE NORTH WEST 1/4 LYING EAST OF RIDGE ROAD IN SECTION 31, ALSO THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 32, ALSO ALL OF SECTION 30 LYING SOUTH OF THE INDIAN BOUNDARY LINE ALL IN TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(C) EASMT AS SET FORTH IN THE DECLARATION DATED DECEMBER 26, 1973 AND RECORDED JANUARY 2, 1974 AS DOCUMENT 22584800 FOR REFUSE OVER THE EAST 2.0 FEET OF THE WEST 298.06 FEET OF THE NORTH 20.0 FEET OF THE SOUTH 28.0 FEET OF THE NORTH 1/2 OF BLOCK 13 IN ROGERS PARK, BEING A SUBDIVISION OF THE NORTH EAST 1/4 AND THAT PART OF THE NORTH WEST 1/4 LYING EAST OF RIDGE ROAD IN SECTION 31, ALSO THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 32, ALSO ALL OF SECTION 30 LYING SOUTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

EASEMENT AS SET FORTH IN THE DECLARATION OF COVENANTS AND EASEMENTS DATED DECEMBER 20, 1961 AND RECORDED JANUARY 18, 1962 AS DOCUMENT 18379782 AND AS CREATED BY DEED FROM THE EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 27899 TO MARVIN WIGDER AND DIANE WIGDER, HIS WIFE, DATED JANUARY 21, 1974 AND RECORDED JANUARY 31, 1974 AS DOCUMENT 22614799 FOR INGRESS AND EGESS, ALL IN COOK COUNTY, ILLINOIS.

PIN# 11-32-101-Q50
11-32-101-Q92 CAO AD

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State of Illinois, Cook County ss:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that NIZARATI D. MITHANI, MARRIED TO ROSITA N. MITHANI, 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 . . . he . . . signed and delivered the said instrument as . . . his . . . free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th of August 1987.

My Commission expires: 2-14-90

Cassandra J. Blazquez
Notary Public

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