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Re-Recording

UNIT #	PERMANENT INDEX NUMBER
Unit 1N	20-24-400-023-1001
Garage Unit 2	20-24-400-023-1002
Unit 2N	20-24-400-023-1003
Garage Unit 4	20-24-400-023-1010
Unit 3N	20-24-400-023-1005
Garage Unit 5	20-24-400-023-1011
Unit 1S	20-24-400-023-1002
Garage Unit 3	20-24-400-023-1009
Unit 2S	20-24-400-023-1004
Garage Unit 1	20-24-400-023-1007
Unit 3S	20-24-400-023-1006

number:
 Illinois, and each unit having the following permanent index

commonly known as 6714-16 South Chapel Avenue, Chicago, Cook County, Illinois, Range 14, East of the Third Principal Meridian in 1/4 (except Street) in Section 24, Township 38 North, of the North 3/4 of the West 1/2 of the Southeast of the East 3/4 of the West 500-1/2 feet and the South 20-1/2 feet of Lot 70 in the subdivision Number 24052443 on the North 32-1/2 feet of Lot 69 Declaration of Condominium recorded as Document 2, 3, 4, and 5, as delineated and defined in the Units 1N, 2N, 3N, 1S, 2S, 3S, and Garage Units 1, 2, 3, 4, and 5, as Document Number 24052443, said Declaration creating the following tracts of real estate:

Article XXIII of the Declaration of Condominium Ownership recorded with the Recorder of Deeds of Cook County, Illinois, as Document Number 24052443, said Declaration creating the Declaration and make this certification in conformity with agree to make the below described amendment to the Condominium We, being three-fourths (3/4) of the unit owners, hereby

6714-16 SOUTH CHAPEL CONDOMINIUM 87515195

AMENDMENT TO DECLARATION OF CONDOMINIUM

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1. The following are the owners of more than two-thirds (2/3) of the unit ownership:

<u>UNIT NUMBER</u>	<u>UNIT OWNER</u>
1N and Garage Unit 2	Amalgamated Trust & Savings Bank as Trustee under Trust Agreement dated 3/3/78 and known as Trust Number 3479
2N and Garage Unit 4	Gregory Samuels
3N and Garage Unit 5	Mary Kimbrew
1S and Garage Unit 3	American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated 11/10/80 and known as Trust Number 51314
2S and Garage Unit 1	Ben Douglas, Independent Administrator of the Estate of Alonzo Douglas, Deceased
3S	Cecil L. Ferguson and Irene L. Ferguson

2. On February 1, 1985, the following amendments to the aforesaid Declaration of Condominium were adopted by at least two-thirds (2/3) of the unit owners:

Article XX of the Declaration of By-Laws is hereby removed in its entirety, and in lieu thereof, the following is substituted:

"ARTICLE XX

SALE, LEASING OR OTHER ALIENATION

Upon a sale, lease, devise or gift of any unit ownership by any unit owner, the purchaser, lessee, devisee or donee thereunder, shall be bound by and be subject to all of the obligations of such unit owner with respect to such unit ownership as provided in this Declaration, and in the case of a lease, said lease shall expressly so provide. The unit owner making any such lease shall not be relieved thereby from any of his obligations hereunder. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the same."

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Article XXII of the Declaration of By-Laws is hereby removed in its entirety, and in lieu thereof, the following is substituted:

"ARTICLE XXII

REMEDIES

In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board, the Board or its agents shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and Ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as hereinafter in this Article provided, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of eight percent (8%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his additions and improvements thereto and upon all of his personal

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property in his Unit or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Board and the manager or managing agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

If any Unit Owner is in default in the monthly payment of his pro-rata share of the common expenses or any other charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the names of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the "Condominium Property Act" of Illinois; provided, however, that encumbrances owned

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or held by any bank, insurance company or savings and loan association or other lender shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered Unit Ownership which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership, or has a receiver appointed in a suit to foreclose his lien. Any encumbrancer may from time to time request, in writing, a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance, and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due subsequent to the date of the making of such request shall be subordinate to the lien of such encumbrance.

If any Unit Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall not be cured within thirty (30) days after notice in writing from the Board, or shall re-occur more than once thereafter, then the Board shall have the power to maintain a forcible detainer action for possession, or issue to said defaulting Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Owner to continue as a Unit Owner and to continue to occupy, use or control his Units, and thereupon an action in equity may be filed by the

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Board against said defaulting Owner for a decree of mandatory injunction against said defaulting Owner or occupant or (subject to the prior consent in writing of any mortgagee having a security interest in the Unit Ownership of said defaulting Owner, which consent shall not be unreasonably withheld), in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Property shall be sold (subject to the lien of any existing mortgage at a judicial sale). The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale and all such items shall be taxed against said defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any sale, and the decree shall so provide that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration.

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I, MARK FERGUSON, Secretary of 6714-16

SOUTH CHAPPEL CONDOMINIUM, certify that a copy of the aforesaid amendment has been mailed by certified mail to all lien holders of record having bona fide liens on any unit ten (10) days prior to the making of this affidavit. Said lien holders of record being:

<u>UNIT NUMBER</u>	<u>LIEN HOLDER OF RECORD</u>
1N and Garage Unit 2	Citicorp Savings of Illinois
2N and Garage Unit 4	South Shore Bank
3N and Garage Unit 5	Citicorp Savings of Illinois
1S and Garage Unit 3	Parkway Bank & Trust Company
2S and Garage Unit 1	Independence Bank of Chicago
3S	No mortgage

Dated this 31st day of OCTOBER, 1986

Mark Ferguson
Secretary of 6714-16 South Chappel
Condominium

STATE OF ILLINOIS)
COUNTY OF COOK)

I, RICHARD F INGRAM, a Notary Public, in and for said County and in the State aforesaid, do hereby certify that MARK FERGUSON, Secretary of the 6714-16 South Chappel Condominium Association, who is personally known to me to be the same person whose name is subscribed to the foregoing, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31st day of OCTOBER, 1986.

Richard A Ingram
Notary Public

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COOK COUNTY CLERK'S OFFICE

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Dated this 6 day of DECEMBER, 1986.

Gregory Samuels
Gregory Samuels

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, _____, a Notary Public, in and for said County and in the State aforesaid, do hereby certify that GREGORY SAMUELS, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 6 day of December, 1986.

Blender McDaniel
Notary Public

My commission expires: Oct 15, 1988

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Notary Public of Cook County Clerk's Office

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Dated this _____ day of _____, 1986.

Mary Kimbrew

STATE OF ILLINOIS)
)
COUNTY OF COOK)

_____, a Notary Public, in and for said County and in the State aforesaid, do hereby certify that MARY KIMBREW, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 1986.

Notary Public

My commission expires: _____

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IN WITNESS WHEREOF, the said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee under Trust Agreement dated 11/10/80 and known as Trust No. 51314, has caused its corporate seal to be affixed hereunto and caused its name to be signed in these presents by its Assistant Secretary and attested by its Vice President Secretary, this 27th day of April, 1987.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee under Trust Agreement dated 11/10/80 and known as Trust #51314

BY: [Signature]
Its Vice President

ATTEST:

[Signature]
Its Assistant Secretary

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO are undertaken by it solely as Trustee, as aforesaid and not in, and no personal liability shall be exacted or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

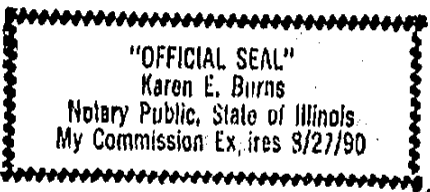
STATE OF ILLINOIS)
COUNTY OF COOK)

I, KAREN E. BURNS, a Notary Public, in and for said County in the State aforesaid, do hereby certify that J. Michael Whelan the Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and S.G. BAKER the Assistant Secretary of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth; and that the said Assistant Secretary then and there acknowledged that they as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as its own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27th day of April, 1987.

[Signature]
Notary Public

My commission expires: _____



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Dated this 5th day of November, 1986.

Cecil L. Ferguson

Irene L. Ferguson

STATE OF ILLINOIS)
COUNTY OF COOK)

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#2494 # A *87-252211
COOK COUNTY RECORDER

I, Christine M. Lawson, a Notary Public, in and for said County and in the State aforesaid, do hereby certify that CECIL L. FERGUSON and IRENE L. FERGUSON, who are 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 acknowledged that they sign and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of November, 1986.

Christine M. Lawson
Notary Public

My commission expires: 3-27-89

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COOK COUNTY RECORDER

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