# UNOFFICIAL COPY 2

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87669672

DEPT-01 RECORDING TRAN 1675 12/22/87 09:57:00 **\*~87~669672** 

COOK COUNTY RECORDER

ΛΡ # : H193827

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 8

("Borrower"). This Sect rity Instrument is give...

which is organized and existing under the laws of CALLEGRALA

150 (1.6), 1.20 M. AVE., TERRETELD BEACH, PL. 33442

Borrower owes Lender the principal sum of PRITTY TWO TROUBSAND FOUR SEINDRED AND NOTICE.

Dollars (U.S. 3.2, 400.00) ). 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 ANNIARY (1918) secures to Lender: (a) the repayment of the debt widenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of sill other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrow's covernants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, sant and convey to Lender the following described property located in 1909 ("NATIONAL TOWN INFORMATION").

\*\*MORTGAGE COMPORATION\*\*

\*\*MORTGAGE COMPORATION\*\*

\*\*ACTUAGE COMPORATION\*\*

-87-669672

which has the address of 158000 TERRACE DRIVE. UNITY # 3N OAK FOREST

Illinois

60452

("Property Address");

[Zip Code]

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

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.

\$16.00 MAIL Form 3014 12/83

ILLINOIS--Single Family--FNMA/FHLMC UNIFORM INSTRUMENT

6 (IL) (8704)

#### **UNOFFICIAL COPY**

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BY SIGNING BELOW, Borrower and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Entrower and recorded with it.					
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			(specify)	(2) Other(5)	
(1)	Unit Development Rid	. 📗 blanned	ed Payinent $\mathcal{Z}$ ider	tauban 🗌	
2-4 Family Rider	inium Rider	· - —	ik oʻpplicable box(es ole⊃ivic <i>R</i> ider		
re rider(s) were a part of this Security	urity Instrument as if th	sint to strama	SVANARIS and agre	supplement the b	
by Borrower and recorded together with eincorporated into and shall amend and	of each such rider shall be	its and agreements	urnent, the coverar	heal yinuse2 eidi	
on in the Property.	ght of homestead exemptiv	rrower waives all rig	of Hemestead. Bor	22. Waiver	

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). The notice shall specify; (a) the default; (b) the action required to cure the default or an or before the date specified in the notice may result in acceleration of the sum and (d) that failure to cure the default on repeture the date specified in the notice may result in acceleration of the sum and the failure to cure the default or or before the date specified in the notice may result in acceleration of the sum accured by this Security Instrument, foreclosure by judicial proceeding and asle 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 non-pefore the date specified in the notice. Lender at its option may require immediate payment in full 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's fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time and the in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

prior of the expression of any period of electrophical following judicial and sections by the Property and to collect the rents of an anage the Property and collected to enter upon, take possession of and manage the Property and 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 forming the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's forming on the state of management of all sums secured by this Security Instrument, Lender shall release this Security Instrument, Lender shall release this Security instrument, Lender shall release this Security instrument.

prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially

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

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prom

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 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 togethe 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 Linder. 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 again, the sums secured by this Security Instrument.

3. Application of Properts. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I 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 un Jer 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 any 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 learning the 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 tien 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 his Security Instrument. If Lender may 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 or reage" 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, 3/27 wer shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall pive 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 said to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the restorance 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 region 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.

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 Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

\* A CHARGE ASSESSED BY LENDER IN CONNECTION WITH BORROWER'S ENTERING INTO THIS SECURITY INSTRUMENT TO PAY THE COST OF AN INDEPENDENT TAX REPORTING SERVICE SHALL NOT BE A CHCAGE FOR PURPOSES OF THE PRECEDING SENTENCE.

If not apply in the case of acceleration under paragraphs 13 or 17. occurred. However, this right to reinstare sh

Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by

Borrower shall pay the premiums required to maintain, the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

assigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

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

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

Unless London and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for postpone the due out of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrower Plot Released; Forbearance By Lender Not a Walver. 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.

shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assign. Sound; Joint and Several Liability; Co-signers. The covenants and agreements of by the original Borrower or Borlower's successors in interest. Any forbestance by Lender in exercising any right or remedy

that Borrower's consent. modify, forbear or make any accommodations with erard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey Instrument but does not execute the Mote: (a) i co-signing this Security Instrument only to mortgage, grant and convey this Security Instrument shall bind and I en At the successors and assigns of Lender and Borrower, subject to the provisions

under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender may chouse this refund by reducing the principal owed necessary to reduce the charge to the permitted limit; and (b) any jums already collected from Borrower which exceeded charges, and that law is finally interpreted so that the interfer loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (3) any such loan charge shall be reduced by the amount If the loan secured by this S.ct rity Instrument is subject to a law which sets maximum loan 12. Loan Charges.

may require immediate payment in full of all sums secured by this Security in trument 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 rendering any provision of the Note or this Security Instrument unenforces ble according to its terms, Lender, at its option, partial prepayment without any prepayment charge under the Mote.

13. Legislation Affecting Lender's Rights. If enactment of applicable laws has the effect of

provided for in this Security Instrument shall be deemed to have been given to Borrower or Londer when given as provided Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender's address stated herein or any other address Lender designates by recipe to Borrower. Any notice mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Any notice to Borrower provided for in this Security Instrument, hall be given by delivering it or by id. Notices. bata8taph 17

Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note jurisdiction in which the Property is located, in the event that any provision or clause of this Security Instrument or the 15. Coverning Law; Severability. This Security Instrument shall be governed by federa la vand the law of the in this paragraph.

Borrower shall be given one conformed copy of the Note and of this Security Instrument. Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

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 interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 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 17. Transfer of the Property or any 18. Transfer of the Property or any 18. Transfer of the Property or a Beneficial Interest in Borrower.

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

(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' lees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, in the Property and Borrower's reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

## UNCORTEMINAL ROCE BY 2

THIS CONDOMINIUM RIDER is made this and is incorporated into and shall be deemed to amend and su "Security Instrument") of the same date given by the undersign	day of the policy of the policy of the policy of the policy of the day of the
$((A, Y_1, \dots, X_n, A_n, A_n, A_n, A_n, A_n, A_n, A_n, A$	(the Ethoer)
of the same date and covering the Property described in the Sec	urity Instrument and located at:
the form $x\in \mathbb{R}^n$ , which is $X_{t}=\{x_{t},x_{t}\}$ , where $x_{t}\in \mathcal{H}_{t}$ [Property	
The Property includes a unit in, together with an undivided i known as:	
(Name of Condon	
(the "Condominium Project"). If the owners association or "Owners Association") holds title to property for the benefit includes Borrower's interest in the Owners Association and the	or use of its members or shareholders, the Property also uses, proceeds and benefits of Borrower's interest.
CONDOMPTION COVENANTS. In addition to the cove	enants and agreements made in the Security Instrument,
Project's Constituent Documents. The "Constituent Docume creates the Condominium Project; (ii) by-laws; (iii) code of regulary promptly pay, when due, all ares and assessments imposed purs	lations; and (iv) other equivalent documents. Borrower shall uant to the Constituent Documents.  on maintains, with a generally accepted insurance carrier, a nich is satisfactory to Lender and which provides insurance
within the term "extended coverage," then:	nant 2 for the monthly payment to Lender of one-twelfth of
the yearly premium installments for hazard instance on the Pro (ii) Borrower's obligation under Uniform Covena	perty; and int 5 to maintain hazard insurance coverage on the Property
is deemed satisfied to the extent that the required coverage is pro	
Property, whether to the unit or to common elements, any propaid to Lender for application to the sums secured by the Securit C. Public Liability Insurance. Borrower shall take suc Association maintains a public liability insurance policy accepta D. Condemnation. The proceeds of any award or claim a connection with any condemnation or other taking of all or any elements, or for any conveyance in lieu of condemnation, are his shall be applied by Lender to the sums secured by the Security In E. Lender's Prior Consent. Borrower shall not, except consent, either partition or subdivide the Property or consent to:  (i) the abandonment or termination of the Conditation and in the case of substantial destruction by fire or of eminent domain;  (ii) any amendment to any provision of the Constituender;  (iii) termination of professional management and cor  (iv) any action which would have the effect of reactive Owners Association unacceptable to Lender.	seeds in lieu of restoration or repair following a loss to the seeds payable to Borrower are hereby assigned and shall be a Instrument, with any excess paid to Borrower. In actions as may be reasonable to insure that the Owners of in form, amount, and extent of coverage to Lender. Or camages, direct or consequential, payable to Borrower in pair of the Property, whether of the unit or of the common creby a signed and shall be paid to Lender. Such proceeds strumen, as provided in Uniform Covenant 9. It after nonce to Lender and with Lender's prior written cominium Project, except for abandonment or termination ther casualty or in the case of a taking by condemnation or usent Documents if the provision is for the express benefit of assumption of self-management of the Owners Association; therefore the public liability insurance coverage maintained by uses and assessments when due, then Lender, may pay them, become additional debt of Borrower secured by the Security payment, these amounts shall bear interest from the date of upon notice from Lender to Borrower requesting payment.
By Signing Below. Borrower accepts and agrees to the terms are	id provisions contained in this Condominium Rider.
	Kose Vali a alzona (Scal)
	Borrower
	Rose Vali a alzona (Seal)  Borrower  Buis A. Alzona (Seal)  Borrower
•	-Borrower
	(Seal)

(Sign Original Only)

MULTISTATE CONDOMINIUM RIDER—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

### UNOFFICIAL COPY 2

LEGAL DESCRIPTION

Probably Ox Colling Clark

'ED 13.9'

REST

"HE

"E UNIT NO. OAK 3 TOGETHER WITH AN UNDIVIDED 13.74080 PERCENT INTEREST IN THE COMMON ELEMENTS IN OAK FOREST TERRACE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DICL PATION RECORDED AS DOCUMENT NUMBER 22350666, IN THE WEST 1/2, OF THE SOUTHWEST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 17. TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 21942392, IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22073461 AND AS CREATED BY DEED RECORDED AS DOCUMENT NUMBER 22696759.

87669672