# UNOFFICIAL COPY 3

87103813

LOAN NO. 193697

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### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 19 19 87 Themorts agor is GARY L. CADE, A BACHELOR

("Borrower"). This Security Instrument is given to EQUITABLE FEDERAL SAVINGS BANK

which is organized and existing under the laws of THE UNITED STATES

. and whose address is

400 EAST MILITARY, FREMONT, NEBRASKA 68025

("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED TWENTY THOUSAND AND NO/100--

---Dollars (U.S. \$ 120,000.00 ). 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 MARCH 1 2017

This Security Instrument secures to Lender: (a) the repayment of the decignificated by the Note, with interest, and all renewals, extensions and paid earlier, due and payable on modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Ste. ace of b.
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SEE ATTACHED RIDER Security Instrument; and (c) the performance of Borrov er's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, g, ant and convey to Lender the following described property

located in COOK

F-F-0 07-08-300-043 4

which has the address of 1632 PEBBLE BEACH DRIVE HOFFMAN ESTATES

60194

TAX ID NO.:

("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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

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**UNO**FFICIAL BORR RIDGE, ILLINOI 361 FRONTAGE ROAD, SOLLE TSO EQUITABLE MORTGAGE SERVICES KATHY GILMAN 103813 RECORDING RETURN TO: PREPARED BY AND AFTER My Commission expires: []-31-89 Given under my hand and official seal, this set forth. free and voluntary act, for the uses and purposes therein signed and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that , personally known to me to be the same person(s) whose native(s) GARY L. CADE do hereby certify that Clint Jody Yotruba a Notary Public in and for said county and state, STATE OF ILLINOIS, County ss: 218201-18-\* \*\* # S696# 90:TS:P1 T8\25\50 8P8P NART 2222#1 DEPT-91 AECORDING \$12.25 Borrower (Seal) BOILDWAR (Seal) (Seal) L CCADE (Scal) BY SIGNING BELOW, Borro extrement and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Porrower and recorded with it. [T] Other(s) [specify] XXPlanned Unit Development Rider Graduated Fourtent Rider Tebi R -18.7 Lasten BA [ 2-4 Family Rider Condominium Rider Instrument. [Check ar plicable box(cs)] supplement the covenants and agreements of this Security Instrument as if the rider(5) were a part of this Security this Security in rememt, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Ridars to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22, Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. 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 rents 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 costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on 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 Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonand (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 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; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; 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;

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

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

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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 price 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 rayments. 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 wider 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 lie 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 an / 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 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 "extender 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 aid shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires Porrower 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 proceed to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 dry period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal small of 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 Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. 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 appreciate taw may specify to the transfarement) before safe of the Moperty paratument, or (b) entry of a judgment enforcing this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument and the Mote 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 Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may Security Instrument, including, but not limited to, reasonable attorneys' rights in the Property and Borrower's chapter require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's objustion of any registratement has secured by this Security Instrument, and secured that the sums secured by this Security Instrument, and the property and Borrower's rights are secured by this Security Instrument, and the property and Borrower's rights on any secured by the sums secured by applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this ensorcement 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 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

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums

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 and Borrower is not a natural interest in it is sold or transferred and Borrower is not a natural

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal I wand 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

in this paragraph.

provided for in this Security Instrument shall be deemed to have been given to Borrower or 🛂 next when given as provided 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 rotice to Borrower. Any notice i4. Notices. Any notice to Borrower provided for in this Security Instrumen shall be given by delivering it or by first class mail unless applicable law requires use of another method. The notice shall be directed to the

Varagraph 17. 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

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 unenforc ab e according to its terms, Lender, at its option, If enactment or expiration of applicable laws has the effect of partial prepayment without any prepayment charge under the Note.

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 Mote or by making a direct payment to Borrower. If a reful d reduces principal, the reduction will be treated as a

connection with the loan exceed the permitted limits, thin (a) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that the prietest or other loan charges cullected or to be collected in If the loan secured by this Security Instrument is subject to a law which sets maximum loan 12. Loan Charges.

that Borrower's consent.

the sums secured by this Security Instrument; paid (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 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 satteements 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) is co-signing this Security Instrument only to mortgage, grant and convey

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

11. Successors and Acaigna Pound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and be successors and assigns of Lender and Borrower, subject to the provisions by the original Borrower or Bor ower's successors in interest. Any forbearance by Lender in exercising any right or remedy

payment or otherwise modify a nortization 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 interest of Borrower and in it operate to release the liability of the original Borrower or Borrower's successors in interest. postpone the due date of the monthly payments referred to in paragraphs I 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 size sums secured by this Security Instrument granted by Lender to any successor in

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

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 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

paid to Borrower.

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 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 this Security Instrument shall be reduced by In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

assigned and shall be paid to Lender.

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 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.

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

## PIANTO WITT DIVELORMENT RYPER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this	e 
of the same date and covering the Property described in the Security Instrument and located at:  1632 PEBBLE BEACH DRIVE, HOFFMAN ESTATES, ILLINOIS 601  [Property Address]	194
The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described inCOVENANTSCONDITIONSRESTRICTIONSAND	
(the "Declaration"). The Property is a part of a planned unit development known as  POPLAR CREEK CLUB HOMES  [Name of Planned Unit Development]	•
(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.	ſ
PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further cover ant and agree as follows:	!
A. PUD O'sigations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document within creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent	
B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:	
(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and	
(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is	
deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.  Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.	
In the event of a distribution of hazard insurance rio eeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, and proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums recured by the Security Instrument, with any excess paid to Borrower.	871
C. Public Liability Insurance. Borrower shall take such extions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in front, amount, and extent of coverage to Lender.  II. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.	87103813
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written onsent, either partition or subdivide the Property or consent to:	
(i) the abandonment or termination of the PUD, except for abandonment of permination required by law in the ase of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;  (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit	
f Lender; (iii) termination of professional management and assumption of self-management of the Owners Association;	
r (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by	
ne Owners Association unacceptable to Lender.  F. Remedies, If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any	
mounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security istrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of isbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.	
Y SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.	•
Hay R Cade (Seal)	 May
(Seal)	<u>\</u>

# **UNOFFICIAL COPY**

Property of Coot County Clert's Office

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THIS RIDER IS A PART OF THE MORTEAGE TO WHICH IT IS A TRACHED Y

PARCEL ONE:

THAT PART OF LOT 28 IN POPLAR CREEK CLUB HOMES, UNIT AS 3, DESCRIBED FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 28; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT 28, A DISTANCE OF 30.42 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 3.65 FEET, TO AN EXTERIOR CORNER OF A CONCRETE FOUNDATION; THENCE ALONG THE EXTERIOR SURFACE OF SAID FOUNDATION WALL, THE FOLLOWING COURSES AND DISTANCES: THENCE SOUTH 50 DEGREES 04 MINUTES 17 SECONDS WEST, A DISTANCE OF 15.29 FEET; THENCE SOUTH 39 DEGREES 55 MINUTES 43 SECONDS EAST, A DISTANCE OF 1.69 FEET; THENCE SOUTH 39 DEGREES 55 MINUTES 43 SECONDS WEST, A DISTANCE OF 6.03 FEET; THENCE NORTH 39 DEGREES 55 MINUTES 43 SECONDS WEST, A DISTANCE OF 1.69 FEET; THENCE SOUTH 50 DEGREES 04 MINUTES 17 SECONDS WEST. A DISTANCE OF 15 51 FEET: THENCE COUNTY 100 DEGREES 15 MINUTES 17 SECONDS WEST, A DISTANCE OF 1.69 FEET; THENCE SOUTH 39 DEGREES 04 MINUTES 43 SECONDS EAST, A DISTANCE OF 1.52 FEET; THENCE SOUTH 50 DEGREES 04 MINUTES 17 SECONDS WEST, A DISTANCE OF 1.52 FEET; THENCE SOUTH 39 DEGREES 55 MINUTES 43 SECONDS WEST, A DISTANCE OF 1.69 FEET; THENCE SOUTH 30 DEGREES 04 MINUTES 17 SECONDS WEST, A DISTANCE OF 22.65 FEET; THENCE SOUTH 39 DEGREES 55 MINUTES 17 SECONDS WEST, A DISTANCE OF 22.65 FEET; THENCE SOUTH 39 DEGREES 54 MINUTES 43 SECONDS EAST, A DISTANCE OF 1.67 FEET; THENCE SOUTH 50 DEGREES 04 MINUTES 17 SECONDS WEST, A DISTANCE OF 5.02 FEET; THENCE NORTH 39 DEGREES 55 MINUTES 43 SECONDS WEST A DISTANCE OF 1.67 FEET; THENCE SOUTH 50 DEGREES 04 MINUTES 17 SECONDS WEST, A DISTANCE OF 22.65 FEET, TO AN EXTERIOR CORNER OF SAID FOUNDATION FOR THE POINT OF BEGINNING; THENCE ALONG THE EXTERIOR SURFACE OF SAID FOUNDATION, THE FOLLOWING COURSES AND DISTANCES: THENCE SOUTH 39 DEGREES 55 MINUTES 43 SECONDS EAST, A DISTANCE OF 1.69 FEET; THENCE SOUGH 50 DEGREES 04 MINUTES 17 SECONDS WEST, A DISTANCE OF 5.01 FEET; THENCE NORTH 39 DEGREES 55 MINUTES 43 SICONDS WEST, A DISTANCE OF 1.69 FEET; THENCE SOUTH 50 DEGREES 55 MINUTES 43 SLCONDS WEST, A DISTANCE OF 1.69 FEET; THENCE SOUTH 50 DEGREES 04 MINUTES 17 SECONDS WEST, A DISTANCE OF 22.62 FEET, TO AN EXTERIOR CORNER OF SAID FOUNDATION; THENCE SOUTH 50 DEGREES 04 MINUTES 17 SECONDS WEST, ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 0.50 FEET, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE COMMON FOUNDATION WALL BETWEEN PARCELS 1630 AND 1632; THENCE NORTH 40 DEGREES 05 MINUTES 17 SECONDS WEST, ALONG CAID CENTERLINE, A DISTANCE OF 48.16 FEET, TO A POINT OF INTERSECTION WITH THE EXTERIOR SURFACE OF SAID FOUNDATION; THENCE ALONG THE EXTERIOR SURFACE OF SAID FOUNDATION; THENCE DISTANCES: THENCE NORTH 49 DEGREES 53 MINUTES 36 SECONDS EAST, A DISTANCE OF 20.65 PRET. THENCE SOUTH 40 DEGREES 06 MINUTES 24 SECONDS EAST. A DISTANCES: THENCE NORTH 49 DEGREES 52 MINUTES 36 SECONDS EAST, A DISTANCE OF 20.65 FEET; THENCE SOUTH 40 DEGREES 56 MINUTES 24 SECONDS EAST, A DISTANCE OF 4.11 FEET; THENCE SOUTH 49 DEGREES 53 MINUTES 36 SECONDS WEST, A DISTANCE OF 0.25 FEET; THENCE SOUTH 40 DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 12.25 FEET; THENCE NORTH 50 DEGREES 57 MINUTES 32 SECONDS EAST, A DISTANCE OF 6.70 FEET TO AN EXTERIOR CORNER OF SAID FOUNDATION; THENCE NORTH 50 DEGREES 57 MINUTES 32 SECONDS EAST, ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 0.33 FEIT, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE COMMON FOUNDATION WAIL BETWEEN PARCELS 1632 AND 1634; THENCE SOUTH 40 DEGREES 06 MINUTES 06 SECONDS EAST, ALONG SAID FOUNDATION; THENCE NORTH 50 DEGREES 04 MINUTES 17 SECONDS EAST, ALONG SAID FOUNDATION; THENCE NORTH 50 DEGREES 04 MINUTES 17 SECONDS EAST, ALONG SAID SOUTHWESTERLY EXTENSION, A DISTANCE OF 0.50 FEFT TO THE POINT OF SAID SOUTHWESTERLY EXTENSION, A DISTANCE OF 0.50 FEFT TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, FCCORDING TO THE PLAT THEREOF RECORDED JUNE 17, 1985 AS DOCUMENT 85-063430, IN COOK COUNTY, ILLINOIS.

#### PARCEL TWO:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY TRUSTEE'S DEED FROM LYONS SAVINGS AND LOAN ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 23, 1983 AND KNOWN AS TRUST NUMBER 209 TO GARY CADE, RECORDED 100 33, 1987 AS DOCUMENT 100 FOR INGRESS AND EGRESS OVER THE PROPERTY DESCRIBED IN EXHIBIT "B" ATTACHED TO THE DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336477, AND ANY AMENDMENTS THERETO.

1632 PEBBLE BEACH DRIVE, HOFFMAN ESTATES, ILLINOIS 60194

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