(Corporate Land Trustee Form)

THIS INDENTURE WITNESSETH: That the undersigned AMERICAN NATIONAL BANK AND TRUS
COMPANY OF CHICAGO, a National Banking Association
-corporation organized and existing under the laws of the UNITED STATES OF AMERICA
not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to
undersigned in pursuance of a Trust Agreement dated
104447-01 , hereinafter referred to as the Mortgagor, does hereby Mortgage and convey to
CRAGIN FEDERAL SAVINGS & LOAN ASSOCIATION
a corporation organized and existing under the laws of the LINITED STATES OF AMERICA
hereinafter referred to as the Mortgagee, the following real estate in the County of COOK
in the State of II LINGIS to wit:
$O_{\mathcal{E}}$
See Exhibit A attached hereto and made a part hereof.
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Together with all buildings, improvements, fixtures or appurtenances now or becealer erected thereon or placed therein, including all apperatus, equipments.
fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation other services, and any other thing now or hereafter therein or thereon, the furrishing of which by lessors to lessees is customary or appropriate, includ screens, window shades, storm doors and windows, floor coverings, screens, doors help, swrings, stoves and water heaters (all of which are intended be and are hereby declared to be a part of said real estate whether physically ittrined thereto or noti; and also together with all essements and the relisates and profits of said premises which are hereby pledged, assigned, transferred and over unto the Mortgagee, whether now due or hereafter to beed due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgage 4. "enholders and owners paid off by the proceeds of the loan her secured."
TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, apportenances, apparatus and equipment, and with all the rig and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the humestead, exempt and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and walve.
TO SECURE
(1) (a) the payment of a Note executed by the Mortgagor to the order of the Mortgager be ring even date herewith in the principal sum ONE MILLION ONE HUNDRED THOUSAND AND NO /100 Doll
(s 1100000, 00 ), which Note, was the mile in a state of the control of the contr

note shall become due and payable on AUGUST 01, 1989. Said note shall bear interest as therein provided, payable monthly, commencing with MARCH 01, 1988 and on or before the first day of each and every month thereafter succeeding until the said principal sum is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account, of said original Note together with such additional advances, in a sum in excess of UNE MILLION ONE HUNDRED TWENTY THOUSAND AND 186 (1981) (1980) (1981), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

### THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided or according to any agreement extending the time of payment thereof; [2] To pay when due and before any penalty attaches thereto all taxas, special taxes, special assessments, water charges, newer service charges, and condominium assessments against said property lincluding those heretofore due), and to furnish Mortgages, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; [3] To be a form the purpose of this requirement; [3] To be a form the purpose of the receipts the sent to be a form to the purpose of the receipts the sent to be a form to the purpose of the receipts the sent to be a form to the purpose of the receipts the sent to the form to the purpose of the receipts the sent to the purpose of the receipts the

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# MORTGAGE

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AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

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CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

PROPERTY AT: BIESTERFIELD & LEICESTER RDS. ELK GROVE VILLAGE, ILLINDIS 60007

Loan No. 01-42454-15

# UNOFFICIAL COPY

period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be astisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee and in case of loreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers and releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases quired of him to be signed by the Mortgagee (or such purpose; and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases in the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or bereafter of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor Impair its value by any act of companies of the improvements of the improvements of law with respect to mortgaged premises and the use thereof; (8) Not to make, suffer, or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any

- C. This mortgage control or vides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance, and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were execute, any delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments at d. different interest rate and other express modifications of the contract; but in all other respects this contract shall remain in full force and effect as to said ind bradiess, including all advances.
- D That in case of failure to perform any of the covenants herein. Mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to plote the hereof; that Mortgager will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then is wind to contract shall become so much additional indebtedness secured by this mortgage with the string plotity as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advance, process as above authorized, but nothing herein contained shall be construed as requiring that Mortgagee to advance any moneys for any purpose nor to do not contended; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do bereunder:
- E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Morigagor at the date hereof, or at a later date, and to secure any other amount or amount a that may be added to the morigage indebtedness under the terms of this morigage content.
- F. That in the event the ownership of said property or any part there it becomes vested in a person other than the Mortgagor, or in the event there is an assignment of the beneficial interest in said property, the Mortgagor may, without in the to either the guaranters of the note hereby secured or the Mortgagor, deal with such successor or successors in interest with reference to this mortgagor, and the debt hereby secured in the same manner as with the Guaranter or Mortgagor, and may forbear to suc or may extend time for payment of the debt, secured bereby, without discharging or in any way affecting the liability of the Mortgagor hersunder or the guaranter of the debt secured hereby:
- G That time is of the essence hereof and if default be made in performance of any coverant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enfore a sy other lien or charge upon any of said property, or upon the liling of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the henefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of any property, or upon the sale or transfer of the mortgaged property or an assignment of the henefit of his creditors or in the event of the hing of a suit to condemn all or a part of the said property, or in the event of demolition, removal or destruction of all or any part of the property covered by this mortgage, or in the event the mortgagor falls to comply with the terms of a condomination by-laws or condomination declaration recorded against the property secured hereby, then and in any of said events, the Mortgages is hereby subthorized and empowered, at its option and without affecting the lien he-shy coated or the priority of said line or any right of the Mortgages hereunder, to declare without notics, all sums secured hereby immediately due and payviole, shother or not such tiefault be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgages or he Mortgagor, and said Mortgager may also immediately proceed to foreclose this mortgage, and in-any foreclosure a sale may be made of the premises on more without offering the soveral parts expansibly;
- I in case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.
- J All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any issue or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, menage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when carned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general extended and naily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure a lien which is hereby created on the mortgaged premises and on the income therefor when the same and assessments, and any other indebtedness hereby secured, and out of the income retain reasonmable compensation for stabil, pay insurance premiums, taxes and assessments, and any other indebtedness hereby secured, before or after any decree of foreclosuge, and on the deliciency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid in full or until the

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release or releases of the mortgaged premises hereunder without notice to, or the junior Benors, which pertial release or releases shall not impair in any manner the remaining, not release any guarantor, co-eigner, surety or endorser from personal	V.o. CCLOSE pesaph secrized: \[ \frac{1}{2} \] of spin morthele on the mortheled brances: \[ \frac{1}{2} \] of spin mortheles in more manager more of	nvorgga "sneance rg to lo vsibliav is eds tol vsilidal
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L. That each right, power and remedy became understand upon the Mostgages is cumulative of every other right or remedy of the Mostgages, whether herein or by law conterred, and may be enforced concurrently therewish. Then waiver by the Mostgages is require or enforce performance of any coverant herein or in any manner affect the right of law fortgages is require or enforce performance of the same or any other of said obversants; that the rectue and the singular number, as used herein, shall enforce the context hereof requires, the masculine gender, as used became or and the rectue and the singular number, as used herein, shall extend the pointing upon the respective heirs, executors, as used herein, shall extend the power and and the fortigations of the Mostgages; and the mentioned may be extended as often as occasion therefore affects.

K. That upon the commencement of any fureclusure proceeding hereunder, the court in which such bill is filed may at any time, either belone or after sales, and without regard to the solvency of the Mortgagur, or any party claiming under him, and without regard to the Mortgagur, or the party party claiming under him, and without as a hymestead, applied to the fortiguer, or any party claiming under the party of such party of such party of such party of such and and the latest to manage and profits a revolver with power to manage and tended a party of such party of such such can be interested as a reduction of the interested of redemption, and such rents. According to the interested of redemption of the deliberation and groups of the interested of the interested of redemption of the interested of

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### EXHIBIT A - LEGAL DESCRIPTION

### PARCEL 1:

A tract of land comprising a part of Lot 1 in Village on the Lake Subdivision, being a subdivision of part of the Southwest 1/4 of Section 29, and part of the Northwest 1/4 of Section 32, all in Township 41 North, Range 11 East of the Third Principal Meridian recorded January 25, 1971 as Document Number 21380121 in Cook County, Illinois, as described as follows:

Beginning at the Southeast corner of Lot 1 in said Village on the Lake Subdivision, being also the Southwest corner of Lot 2; thence North 89 Degrees 56 Minutes 50 Seconds West along the South line of Lot 1 and the North line of Biesterfield Road, a distance of 516.38 feet to the Southwest corner of Lot 1, also being on the East line of Leicester Road: thence the following five(5) courses and distance along the East line of Leicester (cor); (1) thence North 02 Degrees 02 Minutes 55 Seconds West, a distance of 206.14 feet to a point of curvature; (2) thence 109.20 feet along the arc of a curve to the left, having a radius of 260 feet, the chord bearing North 14 Degrees 04 Minutes 50 Seconds West, a rintance of 108.40 feet to a point of reverse curvature; (3) thence 84 feet along the arc of a curve to the right, having a radius of 200 feet, the chord bearing North 14 Degrees 04 Minutes 50 Seconds West, a distance of 83.38 feet to a point of tangency; (4) thance North 02 Degrees 02 Minutes 55 Seconds West, a distance of 697.33 feet; (5) thence North 00 Degrees 03 Minutes 10 Seconds East, a distance of 153.06 feet to the Northwest corner of Lot 1; thence the following five(5) courses and distances which form a portion of the perimeter of Lot 1; (1) South 89 Degrees 56 Minutes 50 Seconds East, a distance of 125.58 feet; (2) thence South 31 Degrees 01 Minutes 20 Seconds East, a distance of 90 feet; (3) thence South 60 Degrees 01 Minutes 20 Seconds East, a distance of 205 fant; (4) thence South 02 Degrees 01 Minutes 20 Seconds East, a distance of 245 fee: (5) thence South 55 Degrees 01 Minutes 20 Seconds East, a distance of 32.64 feet; thency South 59 Degrees 28 Minutes 18 Seconds West,a distance of 98.54 feet to a point on the Northwesterly extension of the line between Lots 1 and 2; thence South 30 Degrees 26 Milliones 50 Seconds East, along the Northwesterly extension of the line between Lots 1 and 2 and continuing along said line, a distance of 257.43 feet to a point of curvature; thence 94.25 feet along the arc of a curve to the left, having a radius of 30 feet, the chord bearing South 30 Degrees 26 Minutes 50 Seconds East, a distance of 60 feet; thence the following five(5) courses and distances along the dividing line between Lots 1 and 2; (1) thence South 30 Degrees 26 Minutes 50 Seconds East, a distance of 93 feet; (2) thence South 89 Degrees 56 Minutes 50 Seconds East, a distance of 70 feet; (3) thance South 30 Degrees 26 Minutes 50 Seconds East, a distance of 280 feet; (4) thence North 89 Degrees 56 Minutes 50 Seconds West, a distance of 124.58 feet; (5) thence South 00 Degrees 03 Minutes 10 Seconds West, a distance of 154 feet to the point of beginning.

Excepting therefrom the following described land:

A tract of land comprising a part of Lot 1 in Village on the Lake Subdivision, being a subdivision of part of the Southwest 1/4 of Section 29, and part of the Northwest 1/4

of Section 32, all in Township 41 North, Range 11 East of the Third Principal Meridian recorded January 25, 1971 as Document Number 21380121 in Cook County, 111hois, described as follows:

Beginning at the Southeast corner of Lot 1 in said Village on the Lake Subdivision, being also the Southwest corner of Lot 2; thence North 89 Degrees 56 Minutes 50 Seconds West, along the South line of Lot 1 and the North line of Biesterfield Road, a distance of 371.38 feet; thence North 00 Degrees 03 Minutes 10 Seconds East, a distance of 60 feet; thence North 31 Degrees 07 Minuter 14 Seconds West, a distance of 91.21 feet; thence North 34 Degrees 16 Minutes 21 Seconds East, a distance of 220.68 feet; thence North 27 Degrees 30 Minutes 34 Seconds West, a distance of 56.74 feet; thence North 34 Degrees 16 Minutes 21 Seconds East, a distance of 147.48 feet; thence North 30 Degrees 26 Minutes 50 Seconds West, a distance of 250.03 feet; thence North 59 Degrees 28 Minutes 18 Seconds East, a distance of 80 feet to a point on the Northwesterly extension of the line between Lots 1 and 2; thence South 30 Degrees 26 Minutes 50 Seconds East, along the Northwesterly extension of the line between Lots 1 and 2 and continuing along said line, a distance of 257.43 feet to a point of curvature; thence 94.25 feet along the arc of a curve to the left, having a radius of 30 feet, the chord bearing South 30 Degrees 26 Minutes 50 Seconds East, a distance of 60 feet; thence the following five(5) courses and distance along the dividing line between Lots 1 and 2; (1) thence South 30 Degrees 26 Minutes 50 Seconds East, a distance of 93 feet; (2) thence South 89 Degrees 56 Minutes 50 Seconds East, a distance of 70 feet; (3) thence South 30 Degrees 26 Minutes 50 Seconds East, a distance of 280 feet; (4) thence North 89 Degrees 56 Minutes 50 Seconds West, a distance of 124.58 feet (5) thence South 00 Degrees 03 Minutes 10 Seconds West, a distance of 154 feet to the point of beginning, all in Cook County, Illinois.

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### ALSO EXCEPTING:

A tract of land comprising part of Lot 1 in Village on the Lake Subdivision, being a subdivision of part of the Southwest 1/4 of Section 29, and part of the Northwest 1/4 of Section 32, all in Township 41 North Range 11, East of the Third Principal Meridian, recorded January 25, 1971 as Document No. 21380121, in Cook County, Illinois, described as follows:

Commencing at the Southeast corner of Lot 1 in said Village on the Lake Subdivision, being also the Southwest corner of Lot 2; thence North 89 Degrees 56 Minutes 50 Seconds West along the South line of said Lot 1 and the North line of Biesterfield Road, a distance of 516.38 feet to the Southwest corner of said Lot 1, also being on the East line of Leicester Road; thence North 02 Degrees 02 Minutes 55 Seconds West along the East line of Leicester Road, a distance of 148.38 feet; thence North 34 Degrees 16 Minutes 21 Seconds East, a distance of 24.73 feet to the point of beginning; thence South 55 Degrees 43 Minutes 39 Seconds East, a distance of 76.12 feet; thence North 34 Degrees 16 Minutes 21 Seconds East, a distance of 217.52 feet; thence North 55 Degrees 43 Minutes 35 Seconds West, a distance of 23.00 feet; thence North 34 Degrees 16

Minutes 21 Seconda Cast, a distance of 25.10 feet; thence North 55 Degrees 43 Minutes 39 Seconds West, a vistance of 34.15 feet; thence South 34 Degrees 16 Minutes 21 Seconds West, a distancy of 6 feet; thence North 55 Degrees 43 Minutes 39 Seconds West, a distance of 12.97 feet, thence South 34 Degrees 16 Minutes 21 Seconds West, a distance of 44.39 feet; thence North 55 Degrees 43 Minutes 39 Seconds West, a distance of 6 feet; thence South 3 grees 16 Minutes 21 Seconds West, a distance of 192.23 feet to thepoint of beginning, all in Cook County, Illinois.

### PERMITTED EXCEPTIONS:

- due at the time taxes not yet 1. Closing.
- Easements, covenants, conditions and restrictions of record. 2.
- Acts of Purchaser. з.
- Declaration of Covenants, Conditions and Restrictions for the Park Orleans Condominiums Umbrella Association dated December 19, 1983 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 13, 1984 as Document No. 27044625.
- Covenants, conditions and restrictions of record. 5.

ADDRESS OF PROPERTY: located near the Northeast corner of Leicester and Biesterfield Roads in Elk Grove Village, Illinois.

PERMANENT INDEX NUMBERS: 08-32-101-023

08-32-101-024

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