

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

UNOFFICIAL COPY

# FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

89244084

DEPT-01  
T#1111 TRAN 5347 05/30/89 14:51:00  
#3826 # A 46-59-244084  
Above SPANNED BY RECORDER

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_

The Chicago-Tokyo Bank

of the County of Cook and State of Illinois for and in consideration of the payment of the indebtedness secured by the Mortgage hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, do as hereby REMISE, RELEASE, CONVEY, and QUIT CLAIM unto Michael H. Berman and Susan Smith Berman, his wife, 641 W. Willow - Unit 119 Chicago, Illinois (NAME AND ADDRESS)

heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Mortgage, bearing date the 1st day of October, 19 86 and recorded in the Recorder's Office of Cook County, in the State of Illinois, in book xxxxxx, page xxxxxx, as document #CD3118649478, to the premises therein described as follows, situated in the County of Cook, Illinois, WILLOW PARK, SIDE of Illinois, to wit:

See Attached Rider

together with all the appurtenances and privileges thereto belonging or appertaining,

Permanent Real Estate Index Number(s): 14-33-315-101-1066

Address(es) of premises: 641 W. Willow - Unit 119 Chicago, Illinois 60614

Witness my hand and seal, this 5th day of May 1989

Toshio Izumi—Executive Vice President (SEAL)

Irene Shaffer—Loan Operations Officer (SEAL)

This instrument was prepared by A. Lukaszewicz (The Chicago Tokyo BANK, 40 N. Dearborn, Chgo, IL.) (NAME AND ADDRESS)

Box 434

SEARCHED  
INDEXED  
SERIALIZED  
FILED  
FEB 22 1989  
CLERK'S OFFICE  
CHICAGO BAR ASSOCIATION

89244084

# UNOFFICIAL COPY

RELEASE DEED

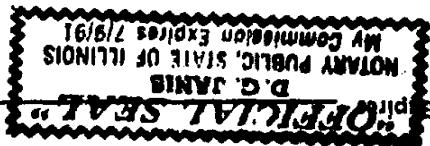
By Corporation

ALL TO:

ADDRESS OF PROPERTY:

TO

GEORGE E COLE  
LEGAL FORMS



GIVEN under my hand and -notary-public- seal this 14th day of April 1989.

ACCORDING TO THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES HEREIN SET FORTH,

PURSUANT TO AUTHORITY GIVEN BY THE BOARD OF DIRECTORS OF SAID CORPORATION, AS THAT FREE AND VOLUNTARY

SIGNED AND DELIVERED IN THE SAID INSTRUMENT AND CARRIED THE CORPORATE SEAL OF SAID CORPORATION TO BE AFFIXED THEREON,

AND SOVEREIGNLY ACKNOWLEDGED THAT AS SUCH EXECUTIVE, VICE PRESIDENT AND "LOAN OPERATIONS OFFICER"

SAAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON

KNOWN TO ME TO BE THE "LOAN OPERATIONS OFFICER" OF SAID CORPORATION, AND PERSONALLY KNOWN TO ME TO BE THE

PERSONALITY OF A LITIGATION, CORPORATION, AND TRENE SHAFER,

PERSONALLY KNOWN TO ME TO BE THE EXECUTIVE, VICE PRESIDENT OF THE CHICAGO TOKYO BANK,

IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT "TOSHIKO FUJIMI

, A NOTARY PUBLIC

I, DANA JANIS

STATE OF ILLINOIS  
COUNTY OF COOK  
} SS.

# UNOFFICIAL COPY

MULTISTATE CONDOMINIUM RIDER—Single Family—FNUA/ELMC UNIFORM INSTRUMENT Form 3140 12/83

Susan Smith Beetsman

Michael H. Beetsman

By signing this Rider, Borrower accepts to the terms and provisions contained in this Condominium Rider.

disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower regarding payment instrument. Unless Borrower and Lender agree to other terms of payment, these amounts will bear interest from the date of

any amounts disbursed by Lender under this paragraph F shall become additional debt; F/Borrower secured by the Security

F, Remedies, if Borrower does not pay condominium dues and assessments when due, then Lender may pay them,

the Owners Association unacceptable to Lender.

(iv) Any action which would have the effect of rendering the public liability insurance coverage maintained by

or

(iii) termination of professional management and assumption of self-management of the Owners Associations

Lender.

(ii) Any amendment to any provision of the Constitution Document is for the express benefit of

eminent domain

(i) the abandonment or termination of the condominium by a taking by condemnation or

convention, either party's failure to pay written notice to Lender and with Lender's prior written

consent, or for any conveyance in the name of condominium, are hereby assigned and shall be paid to Lender. Such proceeds

shall be applied by Lender to the sums secured by the security instrument in proportion to Lender's interest in Coverage 9.

12. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in

connection with any condemnation or hazard liability insurance payable to Lender.

C. Public liability insurance payable to Lender, amount, and extent of coverage to Lender.

Borrower shall give Lender prompt notice of any lapse in the security instruments, any proceeds paid to Borrower,

in the event of a disaster incurred by Borrower in lieu of restoration of property following a loss to the

property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be

paid to Lender for application to the hazard liability insurance in proportion to Lender's interest in Coverage.

(ii) Borrower's obligation under Uniform Coverage 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.

(i) Lender waives the hazard insurance on the Property until the monthly payment to Lender of one-twelfth of

within the term "coverage," then

coverage in the amounts, and within the hazards Lender requiring fire and hazards included

"master," or "blanket," policy as the Owner's Association Project which is subject to Lender and Lender's insurance

providing protection for all dues and assessments imposed pursuant to the Condominium Documents.

B. Hazard Insurance Project, (ii) by-laws; (iii) code of regulations; and (iv) Declaration of any other documents under the Condominium Documents.

A. Condominium Project shall perform all of the following obligations under the Condominium Project:

Borrower and Lender further agree to the following terms and usage as follows:

Condominium Covenants. In addition to the covenants and agreements made in the Security Instrument,

including those in the Condominium Document and the Security Instrument, the following:

"(i) The Condominium Project, Lender to property for the benefit of use of its members, proceeds and benefits of Borrower's interest;

"(ii) Owners Association, if the owners association of another unit which acts for the Condominium Project (the

"Name of Condominium Project);

The Property includes a unit in, together with an undivided interest in the common elements of a condominium project

..... 641 W. MELLOW - UNIT #119, CHICAGO, IL 60624, property address

..... "TSA, Chicago-Tokyo Bank, AN, 122 N. LaSalle Street, Suite 10, Chicago, IL 60624, property address

..... "Security Instrument" of the same date given by the Borrower, to secure Borrower's Note to

..... "Security Instrument" of the same date given by the Mortgagor, Deed of Trust of Security Deed (the

..... "THIS CONDOMINIUM RIDER IS MADE THIS DAY OF 1986."

CONDOMINIUM RIDER

# UNOFFICIAL COPY

EXHIBIT "A"

## PARCEL 1:

Unit No. 119 in City Commons Condominium as delineated on a survey of the following described real estate:

The East 50 Feet of the West Half of Lot 1 in Block 1 in Sheffield's Addition to Chicago in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian.

Also, Lots 1 through 10, inclusive, in Schreiber's Subdivision of the West Half of Lot 1 (Except the East 50 Feet thereof) in Block 1 in Sheffield's Addition to Chicago, aforesaid.

Also, Lots 10, 11 and 12 (Except that Part of Lot 10 Taken for Vine Street) in Boettcher's Subdivision of the East Half of Lot 1 in Block 1 in Sheffield's Addition to Chicago.

Also, Lots 1, 2 and 3 in Commissioner's Partition of the West Half of Lot 2 in Block 1 in Sheffield's Addition to Chicago, aforesaid.

Also, Lots 1, 2, 3 and 4 in Assessor's Division of the West Half of Lots 3 and 4 in Block 1 in Sheffield's Addition to Chicago, aforesaid.

Also, Lots 3, 14, 15, 16, 17, 34 and 35 (Except the South 22 Feet of Said Lot 35) in the Subdivision of the East Half of Lots 2, 3 and 4 (Except the South 82 Feet of the East 100 Feet Thereof) in Block 1 in Sheffield's Addition to Chicago, aforesaid, all in Cook County, Illinois; which survey is attached as Exhibit A to the Declaration of Condominium Ownership recorded as Document 86036613; as amended by that certain First Amendment to the Declaration of Condominium Ownership recorded May 28, 1986 as Document 86212048; as amended by that certain Second Amendment to the Declaration of Condominium Ownership recorded June 4, 1986 as Document 86224263; as amended by that certain Third Amendment to the Declaration of Condominium Ownership recorded June 20, 1986 as Document 86252755; and as amended by that certain Fourth Amendment to the Declaration of Condominium Ownership recorded August 25, 1986 as Document 86372674; and as amended by that certain Fifth Amendment to the Declaration of Condominium Ownership recorded September 11, 1986 as Document 86409173; together with its undivided percentage interest in the common elements.

## PARCEL 2:

The exclusive use of Garden No. 119, a limited common element, for Unit 119 as delineated on survey which is attached as Exhibit "A" to the aforesaid Declaration of Condominium.

# UNOFFICIAL COPY

## PARCEL 3:

The exclusive use of Roof Deck No. 119, a limited common element, for Unit 119 as delineated on survey which is attached as Exhibit "A" to the aforesaid Declaration of Condominium.

Party of the first part also hereby grants to parties of the second part, their successors and assigns, all rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and party of the first part reserves to itself its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein and the right to grant said rights and easements in conveyances and mortgages of said remaining property.

46-19-1-188

83244084