96538730

-(Space Above This Line For Recording Date)

10470091-4

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 29TH 90. The more agor is JAE M. LEE AND YOUNG KI LEE , HIS WIFE

("Borrower"). This Siculity Instrument is given to FIREMAN'S FUND MORTGAGE CORPORATION

which is organized and existing under the laws of DELAWARE

, and whose address is

27555 FARMINGTON ROAD / D. BOX 1505, FARMINGTON HILLS, MICHIGAN 48333

("Lender").

FIFTY ONE THOUSAND AND OOLIGINGUES dated the same date as this Security Instrume it ("Note"), which provides for monthly payments, with the full debt, if not This Security Instrument paid earlier, due and payable on DECEMBER CLST, 2005
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's cover ants and agreements under this Security Instrument and the Note. ig.
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\$436.
CODR For this purpose, Borrower does hereby mortgage, gran, and convey to Lender the following described property County, Illinois: located in COOK

SEE ATTACHED

12/10/90 10:01:00

13-12-210-059-1010 VOL 332

which has the address of 5455 N. CALIFORNIA #20 (Street)

, CHI CAGO

[City]

Illinois

60625

[Zip Code]

("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.

Form 3014 12/83

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT -8(IL) (#902)

VMP MORTGAGE FORMS + (313)293-8100 + (800)821-72918 X /5

UNOFFICIAL	COPY
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OAK FOREST, IL 60452 4849 W. 167TH STREET

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-slidgus bins branch and land one office with the	h such rider shall be incorpo	agreements of eac	ecovenants and	Security Instructerat, the

22, Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

ment without charge to Borrower, Borrower shall pay any recordation costs.

on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument, 21, Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instruthe costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums pointed seceiver) 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 prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially ap-

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

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 ilmited to, reasonable attorneys! fees and costs of title evidence. date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence applicable law provides otherwise). The notice shaft specify: (s) the default; (b) the action required to cure the default; (c) and dele, not less than he default must be cured; and (d) the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums accured by the Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform a time Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

UNIFORM COVENUTS. Some Lender Cover and Lender Cover and

- 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 exrow 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 fall of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If ar are 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 against the sums secured by this Security Instrument.

- 3. Application of Payments. 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 under paragraph 2: fe arth, 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 lien 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 any 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. Lender determines that any 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 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 and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower 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's 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 abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrie, has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or resto, e the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin 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.

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.

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the 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 If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument,

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

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.

balance shall be paid to Borrower. mediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, Any ed by the amount of the proceeds multiplied by the following fraction (a) the total amount of the sums secured imty, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduc-Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Proper-

the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers

or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend of the Property or to the sums secured by this Security Instrument, whether or not then due.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modifica-

or remedy shall not be a vaiver of or preclude the exercise of any right or remedy. made by the original for troyer or Borrower's successors in interest. Any forbearance by Lender in exercising any right payment or otherwise rodify amortization of the sums secured by this Security Instrument by reason of any demand Lender shall not be equired to commence proceedings against any successor in interest or refuse to extend time for of Borrower snell rot operate to release the liability of the original Borrower or Borrower's successors in interest. tion of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest

rower may agree to extend, modify, forcest or make any accommodations with regard to the terms of this Security sonally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borgrant and convey that Borrower's interior of the Property under the terms of this Security Instrument; (b) is not perthis Security Instrument but does hat ceette the Note: (a) is co-signing this Security Instrument only to mortgage, sions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs Security instrument shall bind and penelit the successors and assigns of Lender and Borrower, subject to the provi-11. Successors and Assign's Bound; Joint and Several Liability; Co-signers, The covenants and agreements of this

owed under the Note or by making a direct payment to Borre wer. If a refund reduces principal, the reduction will ed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceedconnection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in 12. Loan Charges. If the loan secured by thir Security Instrument is subject to a law which sets maximum loan Instrument or the Note without that Borrower's consent.

permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph may require immediate payment in full of all sums secured by this Secitify Instrument and may invoke any remedies ing any provision of the Note or this Security Instrument unenforceable according to its terms. Lender, at its option, 13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of render-

be treated as a partial prepayment without any prepayment charge under the Mote.

rower. Any notice provided for in this Security Instrument shall be deemed to have been as don't on Lender be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borto the Property Address or any other address Borrower designates by notice to Lender Any notice to Lender shall by mailing it by first class mail unless applicable law requires use of another they had. The notice shall be directed 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or of paragraph 17.

jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or 15. Governing Law; Severability. This Security instrument shall be governed by federal lay and the law of the when given as provided in this paragraph.

ment and the Note are declared to be severable. the Mote which can be given effect without the conflicting provision. To this end the provisions of this Security Instruthe Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or

sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is properson) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 17. Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any interest 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security instrument.

invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower. by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period hibited by federal law as of the date of this Security Instrument.

and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured year years of acceleration inder paragraphs acceleration had occurred. However, this eight to reinstate that not apply in the case of acceleration under paragraphs as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have



THIS CONDOMINIUM RIDER is made this 29TH day of HOVEMBER, 19 90 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

FIREMAN'S FUND MORTGAGE CORPORATION, A DELAWARE CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

5455 N. CALIFORNIA #20, CHICAGO, IL 60625

[Property Address]

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

RTH CALIFORNIA CONDOMINIUM

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender forther covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all cues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project 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 insurar ce 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 larse in required hazard insurance coverage.

In the event of a distribution of hazard insurant proceeds in lieu of restoration or repair 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 sums secured by the Sec crity Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such octions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for (arrages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, 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.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Londer and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case 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 of a

Lender;

(iii) termination of professional management and assumption of self-management of one Owners Association;

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- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by he 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.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

JAE !!. LEE

JOUNG KI LEE

YOUNG KI LEE

## **UNOFFICIAL COPY**

Property or Cook County Clerk's Office

## UNOFFICIAL COPY

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UNIT 2D IN 5445-55 NORTH CALIFORNIA CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESYMTE: LOT 844 TO 849, BOTH INCLUSIVE, IN WILLIAM H. BRITGAN'S BUDLONG WOODS GOLF CLUB ADDITION NUMBER 3, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 (EXCEPT THAT PART LYING NORTHEASTERLY OF LINCOLN AVENUE, AND EXCEPT THAT PART TAKEN FOR STREETS) IN SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEASTS 1/4 LYING WEST OF LINCOLN AVENUE IN SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINUM RECORDED AS DOCUMENT NUMBER 26,606,850 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

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