

UNOFFICIAL COPY

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COOK COUNTY ILLINOIS

1991 SEP -4 PM 3:44

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[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 17th 30, 1991. The mortgagor is American National Bank and Trust Company, as Trustee under Trust Agreement dated 6-24-91 and known as t/n 114112 ("Borrower"). This Security Instrument is given to Independence Bank of Chicago which is organized and existing under the laws of Illinois and whose address is 7936 South Cottage Grove, Chicago, Illinois ("Lender"). Borrower owes Lender the principal sum of One Million Two Hundred Eighty Nine Thousand and No/100 Dollars (U.S. \$ 1,289,000.00). 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 September 1, 2016. This Security Instrument 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 covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

For Legal Description See Exhibit A Attached Hereto

73-08-342 D-1
②/Leads
(1000)

COOK County Clerk's Office

91456088

PIN:

M
 23-01-102-106, 23-01-102-022,
 23-01-102-020, 23-01-102-023,
 23-01-102-025

which has the address of 7829-35 West 89th Street Hickory Hills
7832-36 West 89th Street [City]
 Illinois 60457 ("Property Address");
 [7c Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized 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.

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

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 attach to the Property; (b) yearly hazard insurance premiums; and (c) 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.
3. 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, 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.
4. 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 necessary to make up the deficiency in one or more payments as required 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.
5. 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 13 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.
6. 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; fourth, to interest due; and last, to principal due.
7. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to this Security Instrument, and leasehold payments or ground rents, if any. 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.
8. 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. If Lender determines that any part of the Property is subject to a lien which may attach to 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.
9. 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.
10. All insurance policies and renewals 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 Lender and Lender may make proof of loss if not made promptly by Borrower.
11. 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 proceeds to repair or restore 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.
12. 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.
13. 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.
14. 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.
15. 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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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security 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 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 paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner 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 given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Incur Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (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 consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount 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 Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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 unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 10. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and 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 which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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 (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by 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 of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property 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 hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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DELETED

NAME	Herbert H. Fisher, Suite 1000
STREET	205 West Wacker
CITY	Chicago, Illinois 60602
INSTRUCTIONS	OR
NAME	H. H. Fisher
STREET	205 West Wacker
CITY	Chicago, Illinois

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

7829-35 West 89th Street
7832-36 West 89th Street

HICKORY HILLS, ILLINOIS 60457

Chicago, Illinois

My Commission expires: _____

Given under my hand and official seal, this _____ day of _____, 19____

signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

do hereby certify that _____ personally known to me to be the same person (s) whose name (s) _____

_____ a Notary Public in and for said county and state.

STATE OF ILLINOIS, _____ County ss.

[Space Below This Line for Acknowledgment]

(Seal)
Borrower

(Seal)
Borrower

Instrument and in any rider(s) executed by Borrower and recorded with it.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security

of Right of Redemption executed by Borrower attached hereto is made a part

[X] Others (specify) Exculpatory Execution Clause and acknowledgment and Waiver

[X] Adjustable Rate Rider

[] Graduated Payment Rider

[] Condominium Rider

[] 2-4 Family Rider

[] Planned Unit Development Rider

supplement the covenants and agreements of each such rider shall be incorporated into and shall amend and

23. Riders 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.

costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on

the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the

appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of

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

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

but not limited to, reasonable attorneys' fees and costs of title evidence.

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 non-

secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further

and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

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;

unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17

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

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

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NOTATION EXCEPT WHERE SHOWN OTHERWISE
TO REFER TO THE BANK OF CHICAGO
DATED AUGUST 30, 1991

[Faint, mostly illegible text, likely a header or introductory paragraph]

[Faint, mostly illegible text, likely a body paragraph]

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[Faint, mostly illegible text, likely a body paragraph]

Property of Cook County Clerk's Office

11/11/91

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ADDITIONAL OWNERS EXECUTION RIDER

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Heritage Apartments Owners Association, an Illinois not for profit association, hereby joins in the within and foregoing mortgage and all of its terms and provisions for the purposes of subjecting thereto, and hereby subjects thereto, and conveys and warrants to Independence Bank of Chicago, Lender, as mortgage property, the real estate described on Exhibit A attached hereto to which it holds fee simple title.

The undersigned represents that its officers and directors are identical to those persons who are the beneficiaries of the easement to which some of the premises described on Exhibit A is subject.

Dated this 30th day of August, 1991.

HERITAGE APARTMENT OWNERS ASSOCIATION
an Illinois not for profit corporation

By: [Signature]
President

ATTEST:

[Signature]
Secretary

STATE OF ILLINOIS)
COUNTY OF C O O K)

SS:

I, the undersigned, a Notary Public, in and for the said County in the State aforesaid,

DOES HEREBY CERTIFY THAT Asghar Halimi, personally known to me to be the President of the Heritage Apartments Owners Association, and Cindy Carrizosa personally known to me to be the Secretary of Heritage Apartments Owners Association, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purpose therein set forth.

GIVEN under my hand and Notarial Seal, this 30th day of August, 1991.

[Signature]
Notary Public

300-6/8-29-91/iv

OFFICIAL SEAL
HERBERT H. FISHER
Notary Public, State of Illinois
My Commission Expires Sept. 23, 1991

[Signature]
Notary Public

OFFICIAL SEAL
CINDY CARRIZOSA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/15/92

[Signature]

now known as Regency Apartments Owners Association

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WAIVER OF RIGHT OF REDEMPTION RIDER

This Rider made this 30th day of August, 1991, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Independence Bank of Chicago (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 7829-35 West 89th Street, Hickory Hills, Illinois and 7832-36 West 59th Street, Hickory Hills, Illinois.

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

The Borrower hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of the trust estate and all persons beneficially interest and of each and every person, except judgment creditors of the Borrower in its representative capacity and of the trust estate, acquiring any interest in or title to the premises subsequent to the date of this Mortgage.

AMERICAN NATIONAL BANK AND TRUST COMPANY, a corporation of Illinois, not personally but as Trustee under a Trust Agreement dated June 24, 1991 and known as Trust No. 114112-04



Vice President

ATTEST:



Assistant Secretary

400-2/8-29-91/lw

Property of Cook County Clerk's Office

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STATE OF ILLINOIS

IN SENATE,
January 11, 1911.
REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE,
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 11, 1909.
CHICAGO: THE STATE PRINTING OFFICE,
1911.

Property of Cook County Clerk's Office

11-11-11

ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 30th day of August, 1991, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to INDEPENDENCE BANK OF CHICAGO (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 7829-35 West 89th Street, 7832-35 W. 89th, Hickory Hills, Illinois, 60457. Property Address

Modifications, in addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "initial Interest Rate" of 10.75% and the Note interest rate may be increased or decreased on the 15th day of the month beginning on September 1, 1994 and on that day of the month every months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

- (1) [] "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.
(2) [] 25-year United States Treasury Bond yield.

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

- (1) [] There is no maximum limit on changes in the interest rate at any Change Date.
(2) [] The interest rate cannot be changed by more than .2% percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount 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 Note or by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO as Trustee aforesaid (Seal) - Borrower

[Signature] (Seal) - Borrower

* The interest rate shall at no time be more than 16.75% or less than 8.75%.

91456088

LEGAL DESCRIPTION RIDER (EXHIBIT A)

covering 9 parcels of real estate and consisting of 8 pages in length

Property of Cook County Clerk's Office

EXHIBIT A

PARCEL 1:

THAT PART OF LOT 1 (EXCEPT THE WEST 150 FEET THEREOF) IN PLAT OF CONSOLIDATION OF LOT 1 (EXCEPT THAT PART CONDEMNED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION) AND LOTS 2 AND 3 IN BLOCK 2 AND LOTS 4 AND 5 (EXCEPT THAT PART CONDEMNED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION) IN BLOCK 3 IN FREDRICK H. BARNETT'S ROBERTS ROAD AND 89TH STREET ACRES, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH

91456088

EXHIBIT A CONTINUED

THAT PART OF 78TH AVENUE (66 FEET WIDE) AS HERETOFORE DEDICATED IN SAID SUBDIVISION LYING SOUTHERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ILLINOIS TOLLWAY, AND LYING NORTH OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 2 IN BLOCK 2 AFORESAID, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF THE EAST LINE OF THE WEST 150 FEET OF SAID LOT 1 DISTANT 22.3 FEET SOUTH FROM THE NORTH LINE THEREOF; THENCE EASTERLY FORMING AN ANGLE OF 89 DEGREES, 57 MINUTES, 45 SECONDS WITH THE LAST DESCRIBED COURSE (WHEN TURNED FROM THE NORTH TO THE EAST) A DISTANCE OF 97.93 FEET TO A POINT; THENCE SOUTHERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 54.00 FEET TO A POINT; THENCE WESTERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 97.95 FEET TO A POINT ON THE EAST LINE OF THE WEST 150 FEET OF SAID LOT 1; THENCE NORTHERLY ON THE LAST DESCRIBED LINE, A DISTANCE OF 54.00 FEET TO THE POINT OF BEGINNING

PARCEL 2:

THAT PART OF LOT 1 (EXCEPT THE WEST 150 FEET THEREOF) IN PLAT OF CONSOLIDATION OF LOT 1 (EXCEPT THAT PART CONTAINED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION) AND LOTS 2 AND 3 IN BLOCK 2 AND LOTS 4 AND 5 (EXCEPT THAT PART CONTAINED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION) IN BLOCK 3 IN FREDERICK H. BARNETT'S IROQUOIS ROAD AND 89TH STREET ACRES, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF 78TH AVENUE (66 FEET WIDE) AS HERETOFORE DEDICATED IN SAID SUBDIVISION LYING SOUTHERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ILLINOIS TOLLWAY, AND LYING NORTH OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 2 IN BLOCK 2 AFORESAID, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 150 FEET OF SAID LOT 1, DISTANT 21.50 FEET NORTH OF THE SOUTH LINE THEREOF; THENCE NORTHERLY ON SAID EAST LINE OF THE WEST 150 FEET, A DISTANCE OF 54.10 FEET TO A POINT; THENCE EASTERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES, 04 MINUTES, 20 SECONDS WITH THE LAST DESCRIBED COURSE (WHEN TURNED FROM THE NORTH TO THE EAST) A DISTANCE OF 97.65 FEET TO A POINT; THENCE SOUTHERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 54.10 FEET TO A POINT; THENCE WESTERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 97.60 FEET TO THE POINT OF BEGINNING

PARCEL 3:

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EXHIBIT A CONTINUED

THAT PART OF LOT 1 (EXCEPT THE WEST 150 FEET THEREOF) IN PLAT OF CONSOLIDATION OF LOT 1 (EXCEPT THAT PART CONDEMNED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION) AND LOTS 2 AND 3 IN BLOCK 2 AND LOTS 4 AND 5 (EXCEPT THAT PART CONDEMNED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION) IN BLOCK 3 IN FREDERICK H. BARRETT'S ROBERTS ROAD AND 89TH STREET ACRES, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF 78TH AVENUE (66 FEET WIDE) AS HERETOFORE DEDICATED IN SAID SUBDIVISION LYING SOUTHERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE 1ST-STATE TOLLWAY, AND LYING NORTH OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 2 IN BLOCK 2 AFORESAID, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 150.00 FEET OF SAID LOT 1 WITH THE SOUTH LINE THEREOF; THENCE EASTERLY ON SAID SOUTH LINE OF LOT 1, A DISTANCE OF 102.51 FEET TO A POINT; THENCE NORTHERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES, 07 MINUTES, 27 SECONDS WITH THE LAST DESCRIBED COURSE EXTENDED EAST (WHEN TURNED FROM THE NORTH TO THE EAST) A DISTANCE OF 21.05 FEET FOR THE POINT OF BEGINNING OF HERETOFORE DESCRIBED PARCEL OF LAND; THENCE NORTHERLY ON A LINE WHICH IS THE NORTHERLY PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 51.10 FEET TO A POINT; THENCE EASTERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 100.05 FEET TO A POINT; THENCE SOUTHERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 54.10 FEET TO A POINT; THENCE WESTERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 100.05 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOT 1 (EXCEPT THE WEST 150 FEET THEREOF) IN PLAT OF CONSOLIDATION OF LOT 1 (EXCEPT THAT PART CONDEMNED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION) AND LOTS 2 AND 3 IN BLOCK 2 AND LOTS 4 AND 5 (EXCEPT THAT PART CONDEMNED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION) IN BLOCK 3 IN FREDERICK H. BARRETT'S ROBERTS ROAD AND 89TH STREET ACRES, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF 78TH AVENUE (66 FEET WIDE) AS HERETOFORE DEDICATED IN SAID SUBDIVISION LYING SOUTHERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE 1ST-STATE TOLLWAY, AND LYING NORTH OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 2 IN BLOCK 2 AFORESAID, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

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EXHIBIT A (CONTINUED)

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 150.00 FEET OF SAID LOT 1 WITH THE NORTH LINE THEREOF; THENCE EASTERLY ON SAID NORTH LINE OF LOT 1 A DISTANCE OF 102.38 FEET TO A POINT; THENCE SOUTHERLY ON A LINE FORMED AT AN ANGLE OF 90 DEGREES, 18 MINUTES, 25 SECONDS WITH THE LAST DESCRIBED COURSE EXTENDED EAST (WHEN TURNED FROM THE WEST TO THE SOUTH) A DISTANCE OF 22.19 FEET FOR THE POINT OF BEGINNING OF THE DESCRIBED PARCEL OF LAND; THENCE EASTERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTHERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 54.10 FEET TO A POINT; THENCE WESTERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTHERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 54.10 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THE NORTH 80.00 FEET OF THE WEST 150.00 FEET OF LOT 1 IN PLAT OF CONSOLIDATION OF LOT 1 (EXCEPT THAT PART CONDEMNED BY THE ILLINOIS STATE TOLLWAY COMMISSION) AND LOTS 2 AND 3 IN BLOCK 2 AND LOTS 4 AND 5 (EXCEPT THAT PART CONDEMNED BY THE ILLINOIS STATE TOLLWAY COMMISSION) IN BLOCK 3 IN FREDERICK H. BARTLETT'S ROBERTS ROAD 89TH STREET ACRES, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF 78TH AVENUE (66 FEET WIDE) AS HERETOFORE DEDICATED IN SAID SUBDIVISION, LYING SOUTHERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY AND LYING NORTH OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 2 IN BLOCK 2 AFORESAID, IN COOK COUNTY, ILLINOIS

PARCEL 6:

THE SOUTH 80 FEET OF THE WEST 150 FEET OF LOT 1 IN PLAT OF CONSOLIDATION OF LOT 1 (EXCEPT THAT PART CONDEMNED BY THE ILLINOIS STATE TOLLWAY COMMISSION) AND LOTS 2 AND 3 IN BLOCK 2 AND LOTS 4 AND 5 (EXCEPT THAT PART CONDEMNED BY THE ILLINOIS STATE TOLLWAY COMMISSION) IN BLOCK 3 IN FREDERICK H. BARTLETT'S ROBERTS ROAD 89TH STREET ACRES, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF 78TH AVENUE (66 FEET WIDE) AS HERETOFORE DEDICATED IN SAID SUBDIVISION, LYING SOUTHERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY AND LYING NORTH OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 2 IN BLOCK 2, AFORESAID, IN COOK COUNTY, ILLINOIS.

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EXHIBIT A (CONTINUED)

PARCEL 7:
EASEMENT FOR THE BENEFIT OF THE ABOVE DESCRIBED PARCELS 1 TO 6, BOTH INCLUSIVE, OF THE LAND, FOR HIGHWAY AND EGRESS AND VEHICULAR PARKING AS CONTAINED IN THE DECLARATION OF EASEMENT DATED DECEMBER 10, 1968 AND RECORDED DECEMBER 23, 1968 AS DOCUMENT 20711229

PARCEL 8:
EASEMENT FOR THE BENEFIT OF PARCELS 1 TO 4, BOTH INCLUSIVE, AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED OCTOBER 6, 1978 AND RECORDED NOVEMBER 3, 1978 AS DOCUMENT 24702321 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST 42219 AND AS CREATED BY GRANT OF EASEMENT FROM HERITAGE APARTMENTS OWNERS ASSOCIATION, AN ILLINOIS NOT FOR PROFIT CORPORATION BY DOCUMENT DATED DECEMBER 4, 1978 AND RECORDED DECEMBER 5, 1978 AS DOCUMENT 24750433 FOR HIGHWAY AND EGRESS IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 IN PLAT OF CONSOLIDATION OF LOTS 1 (EXCEPT THAT PART CONVEYED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION), 2 AND 3 IN BLOCK 2 AND LOTS 4 AND 5 (EXCEPT THAT PART CONVEYED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION) IN BLOCK 3 IN FREDERICK H. BARTLETT'S ROBERTS ROAD 89TH STREET ACRES, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF 78TH AVENUE 166 FEET WIDE), AS HERETOFORE INDICATED IN SAID SUBDIVISION LYING SOUTHERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY, AND LYING NORTH OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 2 IN BLOCK 2 AFORESAID, IN COOK COUNTY, ILLINOIS, (EXCEPTING FROM SAID LOT 1 OF SAID CONSOLIDATION THE WEST 150.00 FEET THEREOF; ALSO EXCEPTING FROM SAID LOT 1 THE FOLLOWING DESCRIBED PARTS THEREOF:

(A) THAT PART OF LOT 1 IN SAID PLAT OF SAID CONSOLIDATION BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 150 FEET OF SAID LOT 1, DISTANT 22.37 FEET SOUTH FROM THE NORTH LINE THEREOF; THENCE EASTERLY FORMING AN ANGLE OF 89 DEGREES, 57 MINUTES, 45 SECONDS WITH THE LAST DESCRIBED COURSE, (WHEN TURNED FROM THE NORTH TO THE EAST) A DISTANCE OF 97.93 FEET TO A POINT; THENCE SOUTHERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 54.00 FEET TO A POINT; THENCE WESTERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 97.95 FEET TO A POINT ON THE EAST LINE OF THE WEST 150.00 FEET OF SAID LOT 1; THENCE NORTHERLY ON THE LAST DESCRIBED LINE, A DISTANCE OF 54.00 FEET TO A POINT OF BEGINNING;

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EXHIBIT A (CONTINUED)

(B) THAT PART OF THE LOT 1 IN SAID PLAT OF CONSOLIDATION BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 150.00 FEET OF SAID LOT 1 WITH THE NORTH LINE THEREOF; THENCE EASTERLY ON SAID NORTH LINE OF LOT 1, A DISTANCE OF 102.38 FEET TO A POINT; THENCE SOUTHERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES, 18 MINUTES, 05 SECONDS WITH THE LAST DESCRIBED COURSE EXTENDED EAST (WHEN TURNED FROM THE WEST TO THE SOUTH) A DISTANCE OF 22.19 FEET FOR THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE EASTERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 100.04 FEET TO A POINT; THENCE SOUTHERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 54.10 FEET TO A POINT; THENCE WESTERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 100.04 FEET TO A POINT; THENCE NORTHERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 100.04 FEET TO A POINT; THENCE NORTHERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 54.10 FEET TO THE POINT OF BEGINNING;

(C) THAT PART OF LOT 1 IN SAID PLAT OF CONSOLIDATION BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 150 FEET OF SAID LOT 1, DISTANT 21.50 FEET NORTH OF THE SOUTH LINE THEREOF; THENCE NORTHERLY ON SAID EAST LINE OF THE WEST 150 FEET, A DISTANCE OF 54.10 FEET TO A POINT; THENCE EASTERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES, 04 MINUTES, 20 SECONDS WITH THE LAST DESCRIBED COURSE (WHEN TURNED FROM THE NORTH TO THE EAST) A DISTANCE OF 97.65 FEET TO A POINT; THENCE SOUTHERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 54.10 FEET TO A POINT; THENCE WESTERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 97.60 FEET TO THE POINT OF BEGINNING;

(D) THAT PART OF LOT 1 IN SAID PLAT OF CONSOLIDATION BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 150 FEET OF SAID LOT 1 WITH THE SOUTH LINE THEREOF; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 102.51 FEET TO A POINT; THENCE NORTHERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES, 07 MINUTES, 27 SECONDS WITH THE LAST DESCRIBED COURSE EXTENDED EAST (WHEN TURNED FROM THE NORTH TO THE EAST), A DISTANCE OF 21.05 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTHERLY ON A LINE WHICH IS THE NORTHERLY PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 54.10 FEET TO A POINT; THENCE

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EXHIBIT A CONTINUED

SOUTHERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 54.00 FEET TO A POINT; THENCE WESTERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 100.05 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOT 1 IN PLAT OF CONSOLIDATION OF LOTS 1 (EXCEPT THAT PART CONDEEMED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION), 2 AND 3 IN BLOCK 2 AND LOTS 4 AND 5 (EXCEPT THAT PART CONDEEMED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION) IN BLOCK 3 IN THE BLOCK II, BARTLETT'S WHEATFIELD ROAD 8TH STREET ACRES, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF 78TH AVENUE (66 FEET WIDE), AS HERETOFORE INDICATED IN SAID SUBDIVISION, LYING SOUTHERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE IRI-STATE TOLLWAY, AND LYING NORTH OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 2 IN BLOCK 2 AFORESAID, IN COOK COUNTY, ILLINOIS, EXCEPTING FROM SAID LOT 1 OF SAID CONSOLIDATION THE WEST 150.00 FEET THEREOF; ALSO EXCEPTING FROM SAID LOT 1 THE FOLLOWING DESCRIBED PARTS THEREOF:

(A) THAT PART OF LOT 1 IN SAID PLAT OF SAID CONSOLIDATION BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 150 FEET OF SAID LOT 1, DISTANT 22.37 FEET SOUTH FROM THE NORTH LINE THEREOF; THENCE EASTERLY FORMING AN ANGLE OF 89 DEGREES, 57 MINUTES, 45 SECONDS WITH THE LAST DESCRIBED COURSE, (WHEN TURNED FROM THE NORTH TO THE EAST), A DISTANCE OF 97.93 FEET TO A POINT; THENCE SOUTHERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 34.00 FEET TO A POINT; THENCE WESTERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 97.95 FEET TO A POINT ON THE EAST LINE OF THE WEST 150.00 FEET OF SAID LOT 1; THENCE NORTHERLY ON THE LAST DESCRIBED LINE, A DISTANCE OF 54.00 FEET TO A POINT OF BEGINNING;

(B) THAT PART OF THE LOT 1 IN SAID PLAT OF CONSOLIDATION BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 150.00 FEET OF SAID LOT 1 WITH THE NORTH LINE THEREOF; THENCE EASTERLY ON SAID NORTH LINE OF LOT 1, A DISTANCE OF 102.38 FEET TO A POINT; THENCE SOUTHERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES, 18 MINUTES, 05 SECONDS WITH THE LAST DESCRIBED COURSE EXTENDED EAST (WHEN TURNED FROM THE WEST TO THE SOUTH), A DISTANCE OF 22.19 FEET FOR THE POINT OF BEGINNING OF THE HEREAFTER DESCRIBED PARCEL OF LAND; THENCE

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EXHIBIT A CONTINUED

EASTERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 100.04 FEET TO A POINT; THENCE SOUTHERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 54.10 FEET TO A POINT; THENCE WESTERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 100.04 FEET TO A POINT; THENCE NORTHERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 100.04 FEET TO A POINT; THENCE NORTHERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 54.10 FEET TO THE POINT OF BEGINNING;

(C) THAT PART OF LOT 1 IN SAID PLAT OF CONSOLIDATION BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 150 FEET OF SAID LOT 1, DISTANT 21.50 FEET NORTH OF THE SOUTH LINE THEREOF; THENCE NORTHERLY ON SAID EAST LINE OF THE WEST 150 FEET, A DISTANCE OF 54.10 FEET TO A POINT; THENCE EASTERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES, 04 MINUTES, 20 SECONDS WITH THE LAST DESCRIBED COURSE (WHEN TURNED FROM THE NORTH TO THE EAST), A DISTANCE OF 97.65 FEET TO A POINT; THENCE SOUTHERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 54.10 FEET TO A POINT; THENCE WESTERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 97.60 FEET TO THE POINT OF BEGINNING);

(D) THAT PART OF LOT 1 IN SAID PLAT OF CONSOLIDATION BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 150 FEET OF SAID LOT 1 WITH THE SOUTH LINE THEREOF; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 112.51 FEET TO A POINT; THENCE NORTHERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES, 07 MINUTES, 27 SECONDS WITH THE LAST DESCRIBED COURSE EXTENDED EAST (WHEN TURNED FROM THE NORTH TO THE EAST), A DISTANCE OF 21.05 FEET TO POINT OF BEGINNING OF THE HEREAFTER DESCRIBED PARCEL OF LAND; THENCE NORTHERLY ON A LINE WHICH IS THE NORTHERLY PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 54.10 FEET TO A POINT; THENCE SOUTHERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 54.10 FEET TO A POINT; THENCE WESTERLY ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 100.05 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS

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