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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

**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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**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 (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 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.

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**8. Mortgage Insurance.** If Lender requires insurance as a condition of making the loan secured by this security instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance ceases to be in effect, Borrower shall pay the premium required to renew the coverage for the period of time during which the coverage was terminated.

Any amounts disbursed by I under this paragraph 7 shall become additional debt of Borrower if received by this  
Securities instrument, unless Borrower and I under agree to offset 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

This less Landlord and Tenant and Party or otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of clause the amount of the payments.

Leader Lender and their agent or other trustee 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 Leader's security is not lessened, if the restoration or repair is not economically feasible or Leader's security would be lessened, the insurance proceeds shall be applied to the same secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If applicable to the same secured by this Security Instrument, whether or not then due, with any excess paid to Borrower, if Borrower does not answer within 30 days a notice from Lender that the insurance claim has been settled in full, then Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore the Property to settle a debt, or does not answer within 30 days a notice from Lender that the insurance claim has been settled in full, then Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore the Property to settle a debt, whether or not then due, with any excess paid to Borrower. The 30-day period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Underwriters. If Underwriters do not accept a standard nonnegotiable clause, Underwriters shall have the right to hold to date and renewals and reward clauses. In the event of loss, Underwriter shall give prompt notice to the insured of paid premiums and received notices. In the event of loss, Underwriter shall give prompt notice to the insured of paid premiums and received notices.

**5. Hazard or Property Insurance.** Borrower shall keep the insurance coverage on the property insured against loss by fire, hazards included within the term "extinguished coverage", and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in amounts and for the periods of time required, for which Lender requires insurance. The insurance carrier shall not be irresponsible or negligent in its performance of its obligations under the policy. Lender's right to require insurance coverage of the property insured against loss by fire, hazards included within the term "extinguished coverage", and any other hazards, including floods or flooding, for which Lender requires insurance, shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the property in accordance with paragraph 7.

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of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. 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.

**10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is 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.

**11. 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.

**12. Successors and Assigns Bound; 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.

**13. 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.

**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.

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Form 3014-990 (April 1990)

Instrument will incur charges to Borrower. Borrower shall pay any recondition costs.

Borrower shall promptly give the Lender written notice of any increase in compensation, claim, demand, lawsuit or other incident of any governmental or regulatory agency or private party involving the Property and demand, if necessary, removal of any hazard or pollutant which Borrower has caused knowledge of its existence, or to remove the Property if necessary, unless Borrower has given notice to the Lender of its intent to do so and the Lender has not taken such action as to render the Property uninhabitable. Any governmental or regulatory authority having jurisdiction over the Property and demand, if necessary, removal of any hazard or pollutant which Borrower has caused knowledge of its existence, or to remove the Property if necessary, unless Borrower has given notice to the Lender of its intent to do so and the Lender has not taken such action as to render the Property uninhabitable.

**20. Hazardous Substances**, Borrower shall not cause or permit the presence, use, disposed, storage, or release of any Hazardous Substances or in violation of any Environmental Law. The preceding two sentences shall not apply to the presentation of small quantities of Hazardous Substances that are generally recognized to be appropriate to storage on the Property or small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

19. Sale of Note; Change of Team Seller; The Note or a partial interest in the Note together with this Security instrument may be sold one at a time without prior notice to Borrower. A sale may result in a change in the entity (known as the "Team Seller") that collects monthly payments due under the Note and this Security instrument as the "Team Seller"; the Note will be sold to another Team Seller if the Note is sold to another Team Seller.

**18. Borrower's Right to Remand.** 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 for such other period as applicable law may specify for remandable instruments before sale of the Property pursuant to any power of sale contained in this Security Law; or (b) entry of a judgment entitling Lender to this Security Instrument. Those conditions are that (a) Security Instruments or (b) entries of judgment which have been filed under this Security Instrument and the Note as it is now recharacterized, (b) entries of any other consents or agreements, (c) pays all expenses incurred in enforcing this Security Instrument and (d) entries of any other proceedings, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assist in the collection of this Security Instrument. Lender's rights under this Security Instrument shall remain fully effective as if no acceleration had occurred.

If Leander exercises this option, Leander shall give Borrower notice of acceleration. The notice shall provide all 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, Leander may invoke any remedies permitted by this Security instrument without notice of demand and Borrower,

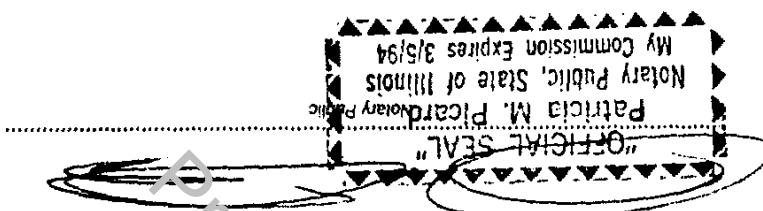
16. Borrower's Copy. Borrower shall be given one copy of the note and of this security instrument.  
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person without a spouse within contract, under any, in his option, requiring 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.

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Form 3014 3/90 (page 6 of 6 pages)

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-327-2341) FORM NO. 14 2/6/91



My Commission expires:

Given under my hand and official seal, this 29th day of July, 1991.

I, ..... the undersigned, a Notary Public in and for said county and state, certify that CHERYLLE A. JALDORGE, Divorced and now **single**, remarried, personally known to me to be the same person(s) whose name(s) is/are ..... subscriber to the foregoing instrument, appeared before me this day in person, and acknowledged that ..... S/he..... signed and delivered the instrument as ..... free and voluntary, for the uses and purposes herein set forth.

STATE OF ILLINOIS, ..... County ss:

[Space Below This Line For Acknowledgment]

Social Security Number ..... 318-64-0472 .....  
Borrower .....  
(Seal)

Social Security Number ..... 318-64-0472 .....  
Borrower .....  
(Seal)

Social Security Number ..... 318-64-0472 .....  
Borrower .....  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in my rider(s) executed by Borrower and recorded with it.

- Instrument [Check applicable box(es)]
- Adjustable Rate Rider
  - Condominium Rider
  - Grandparent Payment Rider
  - Planned Unit Development Rider
  - Rate Improvement Rider
  - Biweekly Payment Rider
  - 1-4 Family Rider
  - Second Home Rider
  - Balloon Rider
  - Other(s) [Specify]

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the instrument, the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument. [Check applicable box(es)]

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RETURN TO:  
HARRIS BANK ARGO  
9 1 5 0 1 6 3  
7549 W. 63rd ST.  
ARGO, ILLINOIS 60501

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this ..... 29TH ..... day of ..... JULY, 1991 .....  
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 HARRIS BANK ARGO, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ILLINOIS, 7549 WEST 63RD STREET, SUITE 11, 60501 OR ITS ASSIGNS (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: ..... IL, 11018 Theresa Circle, Unit 2B and G4, Palos Hills, Illinois 60465 [Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: ..... GREEN VALLEY ESTATES 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 further covenant and agree as follows:

**A. Condominium Obligation(s).** 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 dues 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 insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance 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 Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions 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 damages, 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 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender 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 Lender;

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

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BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM CONDO-R 2/191

Property of Cook County Clerk's Office

.....  
BORROWER  
.....  
(Seal)

.....  
CHITISITINE A. HALVORSEN  
.....  
(Seal)  
*Chitine A. Halvorsen*

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

Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

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 reducing the public liability insurance coverage maintained by

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PARCEL 1:

UNIT 2 "B" AND GARAGE G4 IN GREEN VALLEY ESTATES CONDOMINIUMS, UNIT SEVEN AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

COMMENCING AT THE SOUTH EAST CORNER OF SAID SOUTH WEST 1/4 OF SECTION 14; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID SOUTH WEST 1/4, A DISTANCE OF 311 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID SOUTH WEST 1/4 OF SECTION 14, A DISTANCE OF 448.33 FEET TO A POINT OF BEGINNING; THENCE EASTERLY AT A RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 108 FEET TO A POINT; THENCE NORTHERLY AT A RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 108 FEET TO A POINT; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 73 FEET TO THE POINT OF BEGINNING WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 86157354 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NUMBER 86157354 IN COOK COUNTY, ILLINOIS.

RETURN TO:  
HARRIS BANK ARGO  
7549 W. 63rd ST.  
SUMMIT, ILLINOIS 60501.

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