

Rose Symboda, LaSalle Talman Bank, F.S.B.
30 West Monroe Street, Chicago, IL 50603

MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (Security for Construction Loan Agreement)

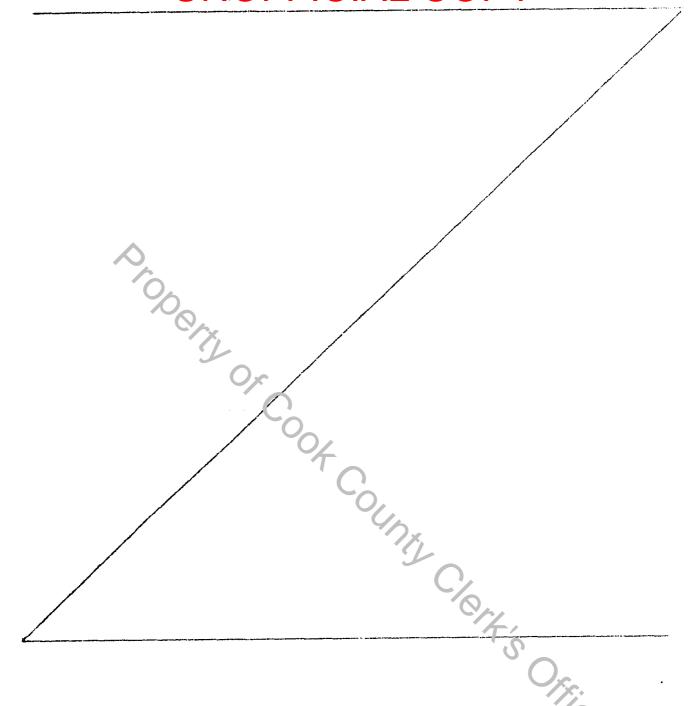
THIS MORTGAGE (herein "Instrument") is made this11th day ofAugust
19.92. between the Mortgagor/Grantor,Vergheae Ninan and Glory Ninan, his wife
whose address is 1703 & 1705 Victoria, Mt. Prospect, IL
(herein "Borrower"), and the Mortgage', LaSalle Talman Bank, F.S.B.
a co-poration organized and existing under the laws of
United States whose address is .5501 South Kedzle Avenue,Chicago,IL 60629 (herein "Lender").
WHEREAS, Borrower is indebted to Lender in the principal sum of FOUR HUNDRED FIFTY
evidenced by Borrower's note dated
monthly installments of principal and interest, with the pal ince of the indebtedness, if not sooner paid, due and
payable onSeptember1,2017;
To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and
all renewals, extensions and modifications thereof; (b) the repayment of any future advances, with interest thereon,
made by Lender to Borrower pursuant to paragraph 30 hereof (here'n "Future Advances"); (e) the performance of
the covenants and agreements of Borrower contained in a Constructio. Loun Agreement between Lender and
Borrower dated
all other sums, with interest thereon, advanced in accordance herewith to preject the security of this Instrument; and
(e) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage,
grant, convey and assign to Lender [the leasehold catate pursuant to a lease cherein ground lease") dated
between
and recorded in
recorded in
in and to the iche string described prop-
erty located in
* Delete brucketed material if not completed.

SEE EXHIBIT "A"

PI #08-22-203-043

1703 & 1705 Victoria Mt. Prospect, Illinois

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shall be deemed to be and remain a part of the real property covered by this Instrument; and all of the foregoing, together with said property (or the leasehold estate in the event this Instrument is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property (and, if this Instrument is on a leasehold, that the ground lease is in full force and effect without modification except as noted above and without default on the part of either lessor or lessee thereunder), that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Uniform Covenants. Borrour and Oder colenation of green Lipitocopy

- 1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note and all other sums secured by this Instrument.
- 2. FUNDS FOR TAXES, INSURANCE AND OTHER CHARGES. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal or interest are payable under the Note (or on another day designated in writing by Lender), until the Note is paid in full, a sum (herein "Funds") equal to one-twolfth of (a) the yearly water and sewer rates and taxes and assessments which may be levied on the Property, (b) the yearly ground rents, if any, (c) the yearly premium installments for fire and other insurance covering the Property as Lender may require pursuant to paragraph 5 hereof, (d) the yearly premium installments for mortgage insurance, if any, and (e) if this Instrument is on a leasehold, the yearly fixed rants, if any, under the ground lease, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Any waiver by Lender of a requirement that Borrower pay such Funds may be revoked by Lender, in Lender's sole discretion, at any time upon notice in writing to Borrower. Lender may require Borrower to pay to Lender, in advance, such other Funds for other taxes, charges, premiuma, assessments and impositions in connection with Borrower or the Property which Lender may require Funds for Other Impositions to be paid by Borrower in a lump sum or in periodic installments, at Lender's option.

The Funds shall be held in an institution(s) 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 said rates, renus, taxes, assessments, insurance premiums and Other Impositions so long as Borrower is not in breach of any covernant or agreement of Borrower in this Instrument. Lender shall make no charge for so holding and applying the Funds, analyzing said account or for verifying and compiling said assessments and bills, unless Lender pays Borrower interest, earnings or profits on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of secution of this instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires in trest, earnings or profits to be paid. Lender shall not be required to pay Borrower any interest, earnings or profits on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds in Lender's normal format showing credits and dehits 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 Instrument.

If the amount of the Fund 1-21, by Lender at the time of the annual accounting thereof shall exceed the amount deemed necessary by Lender to provide for the payment of wa er and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as they full due, such excess shall be credited to Borrower or the next monthly installment or installments of Funds due. If at any time the amount of the Funds held by Lender shall be less than the amount derived necessary by Lender to pay water and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as they full due, Borrower chail pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon Borrower's breach of any covenant of any element of Borrower in this Instrument, Lender may apply, in any amount and in any order as Lender shall determine in Lender's sole discretion, any Funds held by Lender at the time of application (1) to pay rates, rents, taxes, assessments, insurance premiums and Other Impositions which are row of will hereafter become due, or (1) as a credit against sums secured by this Instrument. Upon payment in full of all sums secured by this Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

- 3. APPLICATION OF PAYMENTS. Unless applicable law recycles otherwise, all payments received by Lender from Borrower under the Note or this Instrument shall be applied by Lender in the following order of priority: (1) amounts payable to Lender by Borrower under paragraph 2 hereof; (1) interest payable on the Note; (11) principal of the Note; (12) interest payable on advances made pursuant to paragraph 8 hereof; (12) interest payable on any Future Advance, provided that if more than one Future Advance is outstanding. Lender may apply payments received among the a nounts of interest payable on the Future Advances in such order as Lender, in Lender's sole discretion, may determine, (111) principal of any Future Advance, provided that if more than one Future Advance is outstanding. Lender may apply payments received among the principal ball need of the Future Advances in such order as Lender, in Lender's sole discretion, may determine; and (11) any other sums secured by this Instrument in such order as Lender, at Lender's option, may determine; provided, however, that Lender may, at Lender's option, apply any sums payable; in function paragraph 8 hereof prior to interest on and principal of the Note, but such application shall not otherwise affect the order of priority or apply ation specified in this paragraph 3.
- 4. CHARGES: LIENS. Borrower shall pay all water and sewer rates, rents, taxes, asses monts, premiums, and Other Impositions attributable to the Property at Lender's option in the manner provided under paragraph 2 hereof or, is not paid in such manner, by Borrower making payment, when due, directly to the payee thereof, or in such other manner as Lender may designate in witing. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph 4, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Instrument, and Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Borrower shall not allow any lien inferior to this Instrumer cap of perfected against the Property.
- 5. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", rent loss, nd such other hazards, casualties, liabilities and contingencies as Lender (and, if this Instrument is on a leasehold, the ground lease) shall require and in such amounts and for such periods as Lender shall require. All premiums on insurance policies shall be paid, at Lender's option, in the manner provided under paragraph 2 hereof, or by Borrower making payment, when due, directly to the carrier, or in such other manner as Lender may dealer the paragraph 2.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard modify ge clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Borrower shall deliver so from ter a renewal policy in form satisfactory to Lender. If this instrument is on a leasehold, Borrower shall furnish Lender a duplicate of all policies, renewal notices, tenewal policies and receipts of paid premiums if, by virtue of the ground lease, the originals thereof may not be supplied by Borrower to Lender.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder. Borrower further authorizes Lender, at Lender's option, (a) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property or (b) to apply the balance of such proceeds to the payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof (subject, however, to the rights of the lessor under the ground lease if this Instrument is on a leasehold).

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Instrument, any such application of proceeds to principal shall not extend or positione the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amounts of such installments. If the Property is sold pursuant to paragraph 27 hereof or it Lender acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS. Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all

or any part of the Property to the equivation of y engined containing, or such ther conditions. Let use may a prove in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whose or in part the costs of such restoration or repair.

(d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances in the Property when necessary to keep such items in good repair. (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property. (f) shall provide for professional management of the Property by a residential nintal property manager satisfactory to Lender pursuant to a contract approved by Lender in writing, unless such requirement shall be waived by Lender in writing, (g) shall generally operate and maintain the Property in a manner to ensure maximum rentals, and (h) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Lender. Neither Borrower nor any tenant or other person appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind

If this Instrument is on a leasehold, Borrower (1) shall comply with the provisions of the ground lease, (11) shall give immediate written notice to Lender of any default by lessor under the ground lease or of any notice received by Borrower from such lessor of any default under the ground lease by Borrower, (111) shall exercise any option to renew or extend the ground lease and give written confirmation thereof to Lender within thirty days after such option becomes exercisable, (111) shall give immediate written notice to Lender of the commencement of any remedial proceedings under the ground lease by any party thereto and, if required by Lender, shall permit Lender as Borrower's attorney-in-fact to control and act for Borrower in any such remedial proceedings and (111) shall within thirty days after request by Lender obtain from the lessor under the ground lease and deliver to Lender the lessor's entopied certificate required thereunder, if any Borrower hereby expressly transfers and assigns to Lender the benefit of all covenants contained in the ground lease, whether or not such covenants run with the land, but Lender shall have no liability with respect to such covenants nor any other covenants contained in the ground lease.

Borrower shall not aurrender the leasehold estate and interests herein conveyed nor terminate or cancel the ground lease creating said estate and interests, and Borrower shall not, without the express written consent of Lender, after or amend said ground fease. Borrower covenants and agrees that there shall not be a merger of the ground lease, or of the leasehold estate created thereby, with the fee estate covered by the ground lease by reason of any leasehold estate or said fee estate, or any part of either, coming into common ownership, unless Lender shall consent in writing to such merger if Borrower shall acquire such fee estate, then this Instrument shall simultaneously and without further action be spread so as to become a lien on said fee estate.

- 7. USE OF PROPERTY. 'Unless required by applicable law or unless Lender has otherwise agreed in writing. Borrower shall not allow changes in the use for which all or any gur of the Property was intended at the time this Instrument was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.
- 8. PROTECTION OF LENDER'S SATURITY. If Borrower fails to perform the covenants and agreements contained in this Instrument, or if any action or proceeding is commenced which effects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburses such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to. (i) disbursement of attempt's fees, (u) entry upon the Property to make repairs, (iii) procurement of satisfactory insurance as provided in paragraph 5 hereof, and (iii) (iv) (this Instrument is on a leasehold, exercise of any option to renew or extend the ground lease on behalf of Borrower and the curing of any default of Borrower in the terms and conditions of the ground lease.

Any amounts disbursed by Lender pursuant to the paragraph 8, with interest thereon, shall become additional indebtedness of Borrower secured by this Instrument. Unless Borrower and Lender Letter to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate was d in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shell mean interest at the highest rate which may be collected from Borrower under applicable law. Borrower hereby covenants and agrees that Lender high the subrogated to the lien of any mortgage or other lien discharged, in whole of in part, by the indebtedness secured hereby. Nothing contained in this paragraph 8 shall require Lender to incur any expense or take any action hereunder.

- 9. INSPECTION. Lender may make or cause to be made reasonable course upon and inspections of the Property.
- 10. BOOKS AND IEECORDS. Borrower shall keep and maintain at all time 2. Corrower's address stated below, or such other place as Lender may approve in writing, complete and accurate books of accounts and records 2.3et date to reflect correctly the results of the operation of the Property and copies of all written contracts, leases and other instruments which affec th. Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Lender. Upon Lender's request, Borrower shall furnish to Lender, within one hundred and twenty days after the end of each fiscal year of Borrower, 2 one nee sheet, a statement of income and expenses of the Property and a statement of changes in financial position, each in reasonable detail and ertified by Borrower and, if Lender shall require, by an independent certified public accountant. Borrower shall furnish, together with the foregoing (mancial statements and at any other time upon Lender's request, a rent schedule for the Property, certified by Borrower, showing the name of each tenant, and for each tenant, the space occupied, the lease application date, the rent payable and the rent paid.
- 11. CONDEMNATION. Borrower shall promptly noutly Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and prosecute, no such action or proceeding unless otherwise directed by Lender in writing. Borrower authorizes Lender, at Lender's option, as attorney-in-fact 6 r Borrower, to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, which is confident, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender subject, if this Instrument is on a leasehold, to the rights of lessor under the ground lease.

Borrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's exp ise; incurred in the collection of such amounts, at Lender's option, to restoration or repair of the Property or to payment of the sums secured by this Institument, whether or not then due, in the order of application set forth in paragraph 3 hereof, with the balance, if any, to Borrower. Unless Borrower and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

- 12. SORROWER AND LIEN NOT RELEASED. From time to time, Lender may, at Lender's option, without javing notice to or obtaining the consent of Borrower, Borrower's successors or assigns or of any junior lienholder or guarantors, without hability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Instrument, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Instrument any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph 12 shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the covenants of Borrower contained herein, shall not affect the lien or priority of any person, corporation, partnership or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.
- 13. FORBEABANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Instrument after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedess secured by this Instrument, nor shall Lender's receipt of any awards, proceeds or damages under paragraphs 5 and 11 hereof operate to cure or waive Borrower's default in payment of sums secured by this Instrument.

- 15. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Instrument is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as pair of the Property. Any reproduction of this Instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Instrument in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Horrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Instrument, including the covenants to pay when the all sums secured by this Instrument, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in paragraph 27 of this Instrument as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in paragraph 27 of this Instrument.
- 16. LEASES OF THE PROPERTY. As used in this paragraph 16, the word "lease" shall mean "sublease" if this Instrument is on a leasehold. Borrower shall comply with and observe Borrower's obligations as landlord under all leases of the Property or any part thereof. Borrower will not lease any portion of the Property for non-residential use except with the prior written approval of Lender. Borrower, at Lender's request, shall furnish Lender with accured copies of all leases now existing or hereafter made of all or any part of the Property, and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. All leases of the Property shall specifically provide that such leases are subordinate to this instrument; that the tenant attorns to Lender, such attornment to be effective upon Lender's acquisition of title to the Property; that the tenant (grees to execute such further evidences of attornment as Lender may from time to time request; that the attornment of the tenant shall not be terminingly by foreclosure; and that Lender may, at Lender's option, accept or reject such attornments. Borrower shall not, without Lender's written courses, especie, modify, surrender or terminate, either orally or in wishing, any lease now existing or hereafter made of all or any part of the Property providing for a term of three years or more, permit an assignment or sublease of such a lease without Lender's written consent, or request or consent to the sub-ordination of any lease of all or any part of the Property to any lien subordinate to this Instrument. If Borrower becomes aware that any teran proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Borrower shall (1) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent, (ii) notify Lender thereof and of the amount of said set-offs, and (iii) within ten days after such accrual, remburse the tenant who shall have acquired such right to set off or take such other steps as shall effect vel. discharge such set-off and as shall assure that rents thereafter due shall continue to be payable without set-off or deduction.

Upon Lender's request, Borrower shall assign to Lender, by written instrument satisfactory to Lender, all leases now existing or hereafter made of all or any part of the Property and all security deposity coade by tenants in connection with such leases of the Property. Upon assignment by Borrower to Lender of any leases of the Property, Lender shall have all of the rights and powers possessed by Borrower prior to such assignment and Londer shall have the right to modify, extend or terminate such existing leases and to execute new leases, in Lender's sold discretion.

- 17. REMEDIES CUMULATIVE. Each remedy provided in this instrument is distinct and cumulative to all other rights or remedies under this Instrument or afforded by law or equity, and may be exercised concernently, in alependently, or successively, in any order while over-
- 18. ACCELERATION IN CASE OF BORROWER'S INSOLVENCY. 1/ Bi grower shall voluntarily file a petition under the Federal Bankrupicy Act, as such Act may from time to time be amended, or under any similar or successo. Federal status relating to bankruptey, insolvency, arrangements or teorganizations, or under any state bankruptcy or insolvener not, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Borrower shall fail to obtain a vacation or way of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower, or if Borrower shall be adjudged a bankruja, or if a trustee or receiver shall be appointed for Borrower or Borrower's property, or if the Property shall become subject to the jurisdiction of a Per eral bankruptey court or similar state court, or if Borrower shall make an assignment for the benefit of Borrower's creditors, or if there is an attachment precution or other judicial seiture of any portion of Borrower's assets and such seizure is not discharged within ten days, then Lender may, at I ende is option, declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted by paragraph 27 of this Instrument. Any attorney's fees and other expenses incurred by 'ender in connection' in Borrower's hankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this Instrument pursuant to paragraph 8 hereof.
- 19. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUMPTION, On sale of transfer of (i) all or any part of the Property, or any interest therein, or (u) beneficial interests in Borrower (if Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Lender may, at Lender's option, declare all of the last secured by this Instrument to be immediately due and payable, and Lender may invoke any remedies permitted by paragraph 27 of this Instrumer 6. This option shall not apply in case of
 - (2) transfers by devise or descent or by operation of law upon the death of a joint tenant or a partner;
 - (b) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Lend r and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Lender may require, including, if required by Lender, an increase in the rate of interest payable under the Note;
 - the grant of a leasehold interest in a part of the Property of three years or less (or such longer lease term as Lender may permit by prior written approval) not containing an option to purchase (except any interest in the ground lease, if this Instrument is on a leasehold);
 - (d) sales or transfers of beneficial interests in Borrower provided that such sales or transfers, together with any prior rales or transfers of beneficial interests in Borrower, but excluding sales or transfers under subparagraphs (a) and (b) above, do not result in more than 49% of the beneficial interests in Borrower having been sold or transferred since commencement of amortization of the Note; and
 - sales or transfers of fixtures or any personal property pursuant to the first paragraph of paragraph 6 hereof.
- 20. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Botrower provided for in the Instrument or in the Note shall be given by mailing such notice by certified mail addressed to Borrower's address stated below or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified and, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as Opprovided herein. Any notice provided for in this Instrument or in the Note shall be deemed to have been given to Botrower or Lender when given provided herein. Any notice provided for in this Instrument or in the Note shall be deemed to have been given to Bottower or Lender when given in the manner designated herein
- 21. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall mure in, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19 hereof. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein. Lender may act through its employees, agents or independent comractors as authorized by Lender. The captions and headings of the paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions
- 22. UNIFORM MULTIFAMILY INSTRUMENT: GOVERNING LAW; SEVERABILITY. This form of multifamily 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 and related fixtures and personal property. This Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this

Instrument and the Note are declared to be set rable in the event of any implicable leadinging the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Instrument or in the Note, whether considered separately or together with other charges levied in connection with this Instrument and the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Lender in exizes of the amounts payable in Lender pursuant to such charges as reduced shall be applied by Lender to reduce the principal of the indebtedness evidenced by the Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all indebtedness which is secured by this Instrument or evidenced by the Note and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be allocated and apread over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest computed thereby is uniform throughout the stated term of the Note.

- 23. WAIVER OF STATUTE OF LIMITATIONS. Borrower hereby waives the right to assert any statute of limitations as a har to the enforcement of the lien of this Instrument or to any action brought to enforce the Note or any other obligation secured by this Instrument
- 24. WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party. Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this Instrument and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein
- 23. CONSTRUCTION LOAN PROVIGIONS. Borrower agrees to comply with the coverams and conditions of the Construction loan Agreement, if any, which is hereby incorporated by reference in and made a part of this Instrument. All advances made by Lender pursuent to the Construction Loan Agreement shall be indebtedness of Borrower secured by this Instrument, and such advances may be obligatory as provided in the Construction Loan Agreement. All such similar dishursed by Lender prior to completion of the improvements to protect the accurity of this Instrument up to the principal about to the Note shall be treated as dishursements pursuant to the Construction Loan Agreement. All such sums shall hear interest from the date of dishursement at the rate stated in the Note, unless collection from Borrower of interest at such rate would be contrary to applicable law in which event such amounts shall hear interest at the highest rate which may be collected from Borrower under applicable law and shall be payable upon no uce from Lender to Borrower requesting payment therefore

From time to time as Lender, deems necessary to protect Lender's interests, florrower shall, upon request of Lender, execute and deliver to Lender, in such form as Lender (not) direct, assignments of any and all rights or claims which relate to the construction of the Property and which Borrower may have against any party supplying or who has supplied labor, materials or services in connection with construction of the Property. In case of breach by Borrower of the cover against another conditions of the Construction Loan Agreement, Lender, at Lender's option, with or without entry upon the Property, (1) may involve they all the rights or remedies provided in the Construction Loan Agreement, (1) may accelerate the sums secured by this Instrument and invoke those remedies provided in paragraph 27 hereof, or (iii) may do both. If, after the commencement of amortization of the Note, the Note and this Listin ment are sold by Lender, from and after such sale the Construction Loan Agreement shall cease to be a part of this Instrument and Borrower, shall not assert any right of set-off, counterclaim or other claim or defense arising out of or in the construction Loan Agreement of the Note and this Instrument.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As part of the consideration for the indebtedness evidenced by the Note, Borrower hereby ab olu els and unconditionally assigns and transfers to Lender all the reass and revenues of the Property, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and re-enter of the Property are payable. Borrower hereby authorizes Lender or Lender's agents to collect the aforesaid tents and revenues and hereby dire is each tenant of the Property to pay such rents to Lender or Lender's agents; provided, however, that prior to written notice given by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument, Borrower shall collect and receive all rents and reviewer, to apply the rents and revenues so collected to the sums secured by this Listrament in the order provided in paragraph 3 hereof with the balance, so long as no such breach has occurred, to the account of Borrower, it heing in ented by Borrower and Lender that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Up a delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court appointed of cover, Lender shall immediately be entitled to possession of all rents and revenues of the Property as specified in this paragraph 26 as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be h 🗠 by Borrower as trustee for the benefit of Lender only: provided, however, that the written notice by Lender to Borrower of the breach by borrower small contain a statement that Lender exercises its rights to such rents. Borrower agrees that commencing upon delivery of such written notice of Encrower's breach by Lender to Borrower, each tenant of the Property shall make such rents payable to and pay such rents to Lender or Lender. 12 nts on Lender's written demand to each tenant therefor, delivered to each tenant personally, by mad or by delivering such demand to each renal unit, without any liability on the part of said tenant to inquire further as to the edistence of a default by Borrower

Borrower hereby covenants that Borrower has not executed any prior assignment of said rents, that Is now er has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Lenker from exercising its rights under this paragraph 26, and that at the time of execution of this instrument there has been no anticipation or prepayment of any of the rents of the Property more than two months prior to the dates of such rents. Borrower covenants that Borrower will not hereafte, collect or accept payment of any rents of the Property more than two months prior to the due dates of such rents. Borrower further covenants that I forrower will execute and deliver to Lender such further assignments of rents and revenues of the Property as Lender may from time to time of all significants.

Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Pri perty in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the executio, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the Property and observations of contracts providing for the management or maintenance of the Property, all on such terms as are deemed beet to protect the security of this instrument. In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Borrower as lessor or landlord of the Property and then to the sums secured by this Instrument. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of anything done or left undone by Lender under this paragraph 26.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by this Instrument pursuant to paragraph 8 hereof. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law.

Any entering upon and taking and maintaining of control of the Property by Lender or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Instrument ceases to secure indebtedness held by Lender

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows

- 27. ACCELERATION; REMEDIES. Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, including, but not limited to, the covenants to pay when due any sums secured by this Instrument, Lender at Lender's option may declare all of the sums secured by this Instrument to be immediately due and payable without further demand and may foreclose this Instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, costs of documentary evidence, abstracts and title reports.
- 28. RELEASE. Upon payment of all sums secured by this Instrument, Lender shall release this Instrument, Borrower shall pay Lender's reasonable costs incurred in releasing this Instrument.
- 29. WAIVER OF HOMESTEAD AND REDEMPTION. Borrower hereby waives all right of homestead exemption in the Property. If Borrower is a corporation, Borrower hereby waives all right of redemption on behalf of Borrower and on behalf of all other persons acquiring any interest or title in the Property subsequent to the date of this Instrument, except decree or judgment creditors of Borrower.
- 34. The Borrower represents and agrees that the proceeds of the Note secured by this Mortgage will be used for the purpose specified in Section 6404 (1) (c) of Chapter 17 of the Illinois Revised Statutes and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.
- 32. It is convenanted and agried that the property mortgaged herein shall at no time be made subject to any Trust Deed. Mortgage or other lies subordinate to the lien of the trust Deed. Mortgage or other lies subordinate to the lies of this Mortgage, Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Lender may invoke any remedies permitted by paragraph 27 of this Instrument.

IN WITNESS WHEREOF, Borrower has elecuted this Instrument or has caused the same to be executed by its representatives thereunto duly authorized.

> Vlughere Ninan	Glory Minan
	Horrowers Address: 1703 & 1705 Victoria Mt. Prospect, Illinois

STATE C	OF ILLINOIS, County	ss: , .	
The	foregoing instrument was acknowledged before me this		
by		(date)	
•	(person acknowledging)	(office) corporation, on behalf	
	(name of corporation)	(uate)	
or the c	por por anom		
My Commission Expires:		Notary Public	
	individual ac	KNOWLEDGMENT	
STATE O	OF ILLINOIS COCK County	ss:	
	Verghese Ninan and Glory Ninan	tary Public in and for said county and state, do hereby certify that e(s)	
hefore i	me this day in person, and acknowledged that 太he y. s	igned and delivered the said instrument astheir free and	
Giv	ven under my hancand official seal, this312.21 day	or ledget 19/2	
My Con	OFFICIAL SEAL "	of leaguest 19 22	
} FR { NOT	ROSALIE SVOBODA TARY PUBLIC, STATE OF ILLINOIS COMMISSION EXPIRES 4/2011 VIDEAL, LIMITED PARTI		
(OF ILLINOIS, County s		
The	foregoing instrument was acknowledged before me this	(date)	
ъу			
	(person acknowledging)		
	Chance or partice and y		
My Cor	mmission Expires:	Notary Public	
	CODENIDATE LIMITED DAGTE	NERSH P ACKNOWLEDGMENT	
STATE O	of Illinois, County s		
	foregoing instrument was acknowledged before me this		
	tionegoing matterness was acknowledged before the this	(date)	
ъу	(name of officer)	(office)	
poration	(name of corporation) R, general partner on behalf of	cor- (ગમેડ) a limited partner-	
ship.		partnership)	
Му Соп	mmission Expires:	Notary Public	
		1 10101) - 1 01 112	

THIS ADJUSTABLE RATE RIDER is made this 11th day of August, 1992, and is incorporated into and shall be deemed to amend and supplement the Multifamily Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to LASALLE TALMAN BANK F.S.B. (the "Londor") of the mame date and covering the property described in the Security Instrument and located

1703 & 1705 Victoria, Mt. Prosepct, Illinois

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL INCREASE. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENT WILL DECREASE.

the provision, contained in the Note concerning per annum interest rate and monthly payment changes are as follows:

".... The initial take of interest due and payable hereunder shall be 9.00 percent per annum. The interest note is subject to change, however, beginning on the 1st day of September, 1997 and on that day every twelfth (12th) month thereafter (the "Change Dates") subject only to the limitations set forth hereir The per annum Rate Of Interest shall be changed on each "Change Date" to a "Rate Of Interest" which equals the "Current Index Rate" plus 3.03 percent. The Current Index Rate shall be the most recent "Index Rate" available as of 30 days prior to a Change Date. The Index Rate shall be the yield in United States Treasury securities adjusted to a constant meturity of one year, as made available by the Federal Reserve Board. If the Index Rate is no longer available, the holder of the Note will choose a new index which is based upon comparable information. Written notice of the note holder's choice of a new index shall be sent to the undersigned.

Changes to the per annum rate of interest, as described above, shall be subject to the following limitations: a) The interest rate shall never be changed by more than 2.00% from the interest rate which was in effect immediately prior to such change and b) The interest rate payable at any time during the term of the loan shall never be greater than 13.00% or lower than 8.00% per annum. Late charges and default charges as specified below, however, are payable in addition to the per annua rate limitations set forth in this paragraph and nothing contained herein shall be deemed to limit the imposition of such late charges and/or default charges.

The initial monthly installment payments of principal and interest shall be in an amount necessary to amortize the original indebiedness, together with interest at the initial rate, over a twenty-five year pariod (the Amortization Period). Monthly installments of principal and interest, however, shall be changed, effective with the installment due in the month immediately subsequent to the Change Date, to an amount necessary (o amortize the principal balance outstanding on such Change Date, together with interest thereon at the new per annum rate of interest over the number of years remaining in the Amortization Period. Interest on this loan shall be payable monthly in arrears, except that per diem interest from the date of disbursement to the end of the calendar month in which disbursement occurs shall be payable in advance.

IN WITHESS WHEREOF, Borrower has executed this RIDER.

Borrowerst Verghese Ninan

Borrowers: allowing running

Borrowers Address: 1703 & 1705 Victoria Mt. Prospect, Illinois

Property of Cook County Clerk's Office

Legal Description:

PARCEL B-1:

PARCEL A-1:
THAT PART OF LOT 1 IN LAUREL ESTATES SUBDIVISION, BEING A
SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF THE NORTH EAST
QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE
NORTH EAST CORNER OF SAID LOT 1, DUE SOUTH A DISTANCE OF 458.10
FEET AS MEASURED ALONG THE EAST LINE OF SAID LOT 1; THENCE SOUTH
89 DEGREES, 22 MINUTES, 25 SECONDS WEST 224.18 FEET TO THE POINT
OF BEGINNING FOR PARCEL NO. 2; THENCE SOUTH 0 DEGREES, 37
MINUTES, 35 SECONDS EAST 35.28 FEET; THENCE SOUTH 89 DEGREES, 22
MINUTES, 25 SECONDS WEST, 21.93 FEET; THENCE SOUTH 89 DEGREES, 37
MINUTES, 35 SECONDS WEST, 5.12 FEET; THENCE SOUTH 89 DEGREES, 22
MINUTES, 25 SECONDS WEST, 31.23 FEET; THENCE NORTH 0 DEGREES, 37
MINUTES, 35 SECONDS WEST, 5.12 FEET; THENCE SOUTH 89 DEGREES, 22
MINUTES, 25 SECONDS WEST, 5.12 FEET; THENCE NORTH 0 DEGREES, 37
MINUTES, 35 SECONDS WEST, 31.23 FEET; THENCE NORTH 0 DEGREES, 37
MINUTES, 35 SECONDS WEST, 31.25 FEET ALONG THE CENTER LINE OF
SAID PARTY WALL TO A POINT; THENCE SOUTH 89 DEGREES, 22 MINUTES,
25 SECONDS WEST, 0.32 FEET; THENCE NORTH 0 DEGREES, 37 MINUTES,
25 SECONDS WEST, 4.03 FEET; THENCE NORTH 0 DEGREES, 37 MINUTES,
35 SECONDS WEST, 4.03 FEET; THENCE NORTH 0 DEGREES, 22 MINUTES,
25 SECONDS EAST, 24.37 FEET; THENCE NORTH 0 DEGREES, 22 MINUTES,
25 SECONDS EAST, 15.50 FEET; THENCE NORTH 0 DEGREES, 22 MINUTES,
25 SECONDS EAST, 4.02 FEET; THENCE NORTH 89 DEGREES, 22 MINUTES,
25 SECONDS EAST, 4.02 FEET; THENCE NORTH 89 DEGREES, 22 MINUTES,
25 SECONDS EAST, 4.02 FEET; THENCE NORTH 89 DEGREES, 22 MINUTES,
25 SECONDS EAST, 4.02 FEET; THENCE NORTH 89 DEGREES, 22 MINUTES,
25 SECONDS EAST, 4.02 FEET; THENCE NORTH 89 DEGREES, 22 MINUTES,
25 SECONDS EAST, 4.02 FEET; THENCE NORTH 89 DEGREES, 22 MINUTES,
25 SECONDS EAST, 4.02 FEET; THENCE NORTH 89 DEGREES, 22 MINUTES,
25 SECONDS EAST, 4.02 FEET; THENCE NORTH 89 DEGREES, 22 MINUTES,
25 SECONDS EAST, 4.02 FEET; THENCE NORTH 89 DEGREES, 22 MINUTES,

PARCEL A-2:
EASEMENT FOR THE BENEFIT OF PIRCIL NUMBER 1 FOR INGRESS AND
EGRESS TO AND FROM PUBLIC ROADS TO AND FROM AND FOR THE USE OF
THE COMMON PROPERTIES, AND TO AND TROM AND FOR THE USE OF THE
WATER RETENTION BASIN AS DEFINED IN THE DECLARATION OF EASEMENT
DATED AUGUST 12, 1976 AND RECORDED AUGUST 13, 1976 AS DOCUMENT
NUMBER 23597577, MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 16,
1975 AND KNOWN AS TRUST NUMBER 38147 AND AS CREATED BY DEED DATED
AUGUST 12, 1976 AND RECORDED SEPTEMBER 16, 1976 AS DOCUMENT
NUMBER 23638790 FROM LA SALLE NATIONAL BANK AND TRUST COMPANY OF
CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 7, 1976 AND
KNOWN AS TRUST NUMBER 50946, TO ROSALIND DAMORY, IN COOK COUNTY,
ILLINOIS.

THAT PART OF LOT 1 IN LAUREL ESTATES SUBDIVISION, BILLIG A
SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF THE LOTTH EAST
QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE
NORTH EAST CORNER OF SAID LOT 1, DUE SOUTH A DISTANCE OF 458.10
FEET AS MEASURED ALONG THE EAST LINE OF SAID LOT 1; THENCE SOUTH
89 DEGREES, 22 MINUTES, 25 SECONDS WEST, 289.78 FEET; THENCE
SOUTH 0 DEGREES, 37 MINUTES, 35 SECONDS EAST, 4.03 FEET; THENCE
NORTH 89 DEGREES, 22 MINUTES, 25 SECONDS EAST, 0.32 FEET TO THE
CENTER LINE OF A 0.67 FEET WIDE CONCRETE AND BRICK WALL AND POINT
OF BEGINNING FOR PARCEL NO. 3; THENCE SOUTH 0 DEGREES, 37
MINUTES, 35 SECONDS EAST, 31.25 FEET ALONG THE CENTER LINE OF

SAID PARTY WALL TO A POINT; THENCE NORTH 89 DEGREES, 22 MINUTES,

Property of Cook County Clerk's Office

92642893

25 SECONDS EAST, 0.32 FEET; THENCE SOUTH 0 DEGREES, 12 MINUTES, 35 SECONDS WEST, 12.50 FEET; THENCE SOUTH 0 DEGREES, 37 MINUTES, 35 SECONDS WEST, 12.50 FEET; THENCE SOUTH 89 DEGREES, 22 MINUTES, 35 SECONDS WEST, 5.10 FEET; THENCE SOUTH 89 DEGREES, 22 MINUTES, 35 SECONDS WEST, 31.32 FEET; THENCE NORTH 0 DEGREES, 37 MINUTES, 35 SECONDS WEST, 5.10 FEET; THENCE SOUTH 89 DEGREES, 22 MINUTES, 25 SECONDS WEST, 21.80 FEET; THENCE NORTH 0 DEGREES, 37 MINUTES, 35 SECONDS WEST, 35.28 FEET; THENCE NORTH 89 DEGREES, 22 MINUTES, 25 SECONDS EAST, 25.67 FEET; THENCE NORTH 89 DEGREES, 37 MINUTES, 35 SECONDS WEST, 4.03 FEET; THENCE NORTH 89 DEGREES, 22 MINUTES, 25 SECONDS EAST, 15.58 FEET; THENCE NORTH 89 DEGREES, 22 MINUTES, 35 SECONDS EAST, 4.03 FEET; THENCE SOUTH 0 DEGREES, 37 MINUTES, 25 SECONDS EAST, 4.03 FEET; THENCE NORTH 89 DEGREES, 22 MINUTES, 25 SECONDS EAST, 4.03 FEET; THENCE NORTH 89 DEGREES, 22 MINUTES, 25 SECONDS EAST, 4.03 FEET; THENCE NORTH 89 DEGREES, 22 MINUTES, 25 SECONDS EAST, 4.03 FEET; THENCE NORTH 89 DEGREES, 22 MINUTES, 25 SECONDS EAST, 4.07 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B-2:

EASEMENT FOR THE BENEFIT OF PARCEL NUMBER 1 FOR INGRESS AND EGRESS TO AND FROM PUBLIC ROADS TO AND FROM AND FOR THE USE OF THE COMMON PROPERTIES, AND TO AND FROM AND FOR THE USE OF THE WATER RETENTION BASIN AS DEFINED IN THE DECLARATION OF EASEMENT DATED AUGUST 12, 1976 AND RECORDED AUGUST 13, 1976 AS DOCUMENT NUMBER 23597577, MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 16, 1975 AND KNOWN AS TRUST NUMBER 38147 AND AS CREATED BY DEED DATED AUGUST 12, 1976 AND RECORDED SEPTEMBER 16, 1976 AS DOCUMENT NUMBER 23638787 FROM LA SALLE NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 7, 1976 AND TRU 16 TO

OK COOK COUNTY CLERK'S OFFICE KNOWN AS TRUST NUMBER 50946 TO ROSALIND DAMORE, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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