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RECEIVED BY: Pioneer Bank & Trust Co. Box 226

C. All buildings and improvements of every kind now or hereafter erected or placed on the premises and all materials intended for construction, reconstruction, alteration or repair of the improvements. All materials shall be deemed to be a part of the premises immediately upon delivery to the premises. The premises shall include all machinery, equipment, fixtures, furnishings, and personal property used or useful in the operation of the real estate, and all renewals or replacements thereof and substitutions therefor, whether or not the same are or shall be attached to the real estate or buildings in any manner. All property owned by Mortgagor and placed on the premises or used in connection with the operation or maintenance of the premises shall, to the extent permitted by law, be deemed to form a part of the real estate and for the purpose of this mortgage to be real estate and covered by this mortgage. As to any property which does not form a part of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code), this mortgage is hereby deemed to be a security agreement under the Uniform Commercial Code (UCC) for the purpose of creating a security

B. All estates, tenements, easements, appurtenances and privileges in any way now or hereafter appertaining:
A. All right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the streets and alleys adjoining the premises;

and of all other sums that may now or hereafter become due under the terms of the Note, this mortgage or any document securing the Note including all amounts expended or advanced by Mortgagor to discharge or enforce obligations of Mortgagor and to secure the performance of the terms, covenants and conditions contained herein or in the Note and to secure the prompt payment of any sums due under any renewal, extension or modification of the Note or of any note given in substitution thereof, (which renewal, extension, modification or substitution shall not impair in any manner the validity or priority of this mortgage) does hereby grant, convey, warrant, sell, mortgage and assign to Mortgagee, its successors and assigns, all of the real estate legally described on Exhibit "A", commonly known as Units 8G, 15G and 17I, 720 Gordon Terrace, Chicago, Illinois, which together with the following described property is sometimes herein referred to as the "premises":

THESEFOR, Mortgagor, in consideration and to secure payment of the indebtedness and of all other sums that may now or hereafter become due under the terms of the Note, this mortgage or any document securing the Note including all amounts expended or advanced by Mortgagor to discharge or enforce obligations of Mortgagor and to secure the performance of the terms, covenants and conditions contained herein or in the Note and to secure the prompt payment of any sums due under any renewal, extension or modification of the Note or of any note given in substitution thereof, (which renewal, extension, modification or substitution shall not impair in any manner the validity or priority of this mortgage) does hereby grant, convey, warrant, sell, mortgage and assign to Mortgagee, its successors and assigns, all of the real estate legally described on Exhibit "A", commonly known as Units 8G, 15G and 17I, 720 Gordon Terrace, Chicago, Illinois, which together with the following described property is sometimes herein referred to as the "premises":

This is a Mortgage and Security Agreement made as of the 18th day of February, 1992 by PIONEER BANK & TRUST COMPANY, not personally but solely as trustee under a trust agreement dated March 24, 1980 and known as Trust No. 22294, 4000 West North Avenue, Chicago, Illinois, ("Mortgagor") to NORTH BANK, an Illinois banking corporation, 505 N. Lake Shore Drive, Chicago, Illinois, its successors and assigns, ("Mortgagee").

92759089 MORTGAGE AND SECURITY AGREEMENT

EXECUTED IN PARTS

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COOK COUNTY RECORDER

Property of Cook County Clerk's Office

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Upon request from Mortgagee, Mortgagor will thereafter pay to Mortgagee, on each date on which a payment is due under the Note, an amount equal to one-twelfth (1/12) of the amount Mortgagee may from time to time estimate will be required to pay (before the same become past due) all taxes, assessments and other governmental liens or charges against the property hereby mortgaged. Mortgagor shall procure and deliver to Mortgagee, in advance, statements for such

Except to the extent money shall have been deposited and shall be available for payment of taxes under the succeeding provision of this paragraph, to pay, not less than ten (10) days before the same shall become delinquent or a penalty attaches thereto for non-payment, all taxes, assessments and charges of every nature which may be levied, assessed, charged or imposed on the premises, or any part thereof, and to pay when due any indebtedness which may be secured by a lien or charge on the premises, and, upon request by Mortgagee, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such lien or claim.

To keep the buildings now and hereafter on the premises and all insurable parts of the real estate insured, under a replacement cost form of insurance policy, against loss or damage by fire or other hazards as the Mortgagee may from time to time require in forms, with companies and in sums satisfactory to Mortgagee. All insurance policies shall be held by and be payable to Mortgagee as its interest may appear. At least fifteen (15) days before the expiration of each policy, Mortgagor shall deliver to Mortgagee a policy replacing the one existing.

To repair, replace, restore or rebuild any portion of the premises which may become damaged, destroyed or demolished with replacement at least equal in quality and condition as existed, free from any security interest in, encumbrance on or reservation of title thereto.

To pay, when due, all sums secured hereby without demand, counterclaim, offset, deduction or defense.

To keep the premises in good condition and repair and not to commit or permit waste thereon.

Mortgagor covenants and agrees:

COVENANTS

To have and to hold the premises hereby mortgaged and conveyed unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under valuation, appraisal and the Homestead Exemption laws of the State of Illinois, which rights and benefits Mortgagee hereby expressly releases and waives.

interest in such property which Mortgagee hereby grants to the Mortgagee as Secured Party, (as such term is defined in the UCC). This instrument constitutes a fixture filing within the meaning of the UCC.

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5. In the event of a default in the performance of any agreement of Mortgagee hereunder or under any other instrument given as security in connection with this transaction or in any payment provided for herein or in the Note, or if: (a) there is a default for a period of thirty (30) days in any other mortgage affecting the premises for a period of thirty (30) days, (b) the premises or any part thereof is attached, levied upon or seized, (c) any of the

4. All monies received by Mortgagee (a) under any policy of insurance, (b) from awards or damages in connection with any taking of or injury to the mortgaged property for public use or (c) from rents and income, may, at Mortgagee's option without notice, be used (i) towards the payment of the indebtedness secured hereby or any portion thereof, whether or not yet due and payable and (ii) towards reimbursement of all costs, attorney's fees and expenses of Mortgagee in collecting the proceeds of the insurance policies or the awards. Any monies received by Mortgagee not used will be paid over to Mortgagee.

3. Mortgagee hereby assigns and transfers to Mortgagee, up to the amount of the indebtedness secured by this mortgage, all awards or damages in connection with any taking of or injury to the premises under power of eminent domain or acquisition for public or quasi-public use, and the proceeds of all awards after the payment of all expenses, including Mortgagee's attorney's fees, shall be paid to Mortgagee and Mortgagee is hereby authorized, on behalf and in the name of Mortgagee, to execute and deliver valid acquittances and to appeal from any such award.

2. Mortgagee hereby assigns and transfers to Mortgagee all rents and profits due or to become due and all deposits of money as advance rent, or for security, under all present and future leases or agreements for use or occupancy of the premises, including those made by Mortgagee under powers herein granted, hereby absolutely transferring and assigning all such leases and agreements and all awards thereunder to Mortgagee as independent and separate security for payment of the Note and performance of the agreements contained in this mortgage.

2. To execute and deliver upon demand of Mortgagee any and all instruments Mortgagee may deem appropriate to perfect, evidence, protect or facilitate the enforcement of the lien of this mortgage.

f. To comply promptly with all statutes, ordinances, regulations, laws, conditions and restrictions which affect the mortgaged property, or its use, comply with all conditions and requirements necessary to preserve and extend all licenses, permits, privileges, franchises and concessions (including zoning variance, special exceptions and non-conforming uses) and not to permit the premises to be used for any unlawful purpose(s).

In the event of any default under the terms of this Mortgage, any part or all of the amounts paid by Mortgagee may be applied to the indebtedness secured hereby, and in refunding any part of such amounts, Mortgagee may deal with whomsoever is represented to be the owner of the premises at that time. No interest shall be payable on amounts deposited with Mortgagee under this provision, but until application by Mortgagee such amounts shall be deemed to be trust funds.

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8. Every maker or other person liable on the Note shall remain primarily bound (jointly and severally, if more than one) until the Note is fully paid, notwithstanding any sale or transfer of the mortgaged property. This instrument shall inure to the benefit of and bind the respective heirs, successors and assigns of the parties. Whenever used, the singular number shall include the plural, and the plural, the singular, and the use of any gender shall be applicable to all genders. The word Mortgagor shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof, whether or not such person shall have executed the Note or this mortgage.

7. Mortgagor shall pay all costs and attorney's fees which may be incurred by Mortgagee in the event of foreclosure of this mortgage or in connection with any proceeding in which Mortgagee is a party by reason of this mortgage. Mortgagor will pay Mortgagee, in addition to other costs, a reasonable fee for title evidence prior to and after the filing of foreclosure and for the preparation of such foreclosure, together with all other expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the premises and expenses of upkeep and repair made in order to place the same in a condition to be sold.

Note.
6. If any of Mortgagor's covenants or agreements are not performed, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor, in any form and manner deemed expedient by Mortgagee and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax or other lien, encumbrance, suit, or claim or redeem from any tax sale or forfeiture affecting the premises or contest any tax assessment. All monies paid for any of the authorized purposes and all expenses paid or incurred in connection therewith, including reasonable attorney's fees, and any other monies advanced by Mortgagee to protect the premises or the lien hereof shall be additional indebtedness secured by this mortgage and shall become immediately due and payable without notice and with interest thereon at the rate provided in the

6. If any of Mortgagor's covenants or agreements are not performed, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor, in any form and manner deemed expedient by Mortgagee and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax or other lien, encumbrance, suit, or claim or redeem from any tax sale or forfeiture affecting the premises or contest any tax assessment. All monies paid for any of the authorized purposes and all expenses paid or incurred in connection therewith, including reasonable attorney's fees, and any other monies advanced by Mortgagee to protect the premises or the lien hereof shall be additional indebtedness secured by this mortgage and shall become immediately due and payable without notice and with interest thereon at the rate provided in the

representations, warranties or statements of Mortgagor herein contained are incorrect or (d) Mortgagee may take immediate possession thereof with or without foreclosure. If the mortgaged property is abandoned, disqualified person from serving as a receiver. If the mortgaged property is abandoned, of the premises exceeds the indebtedness due Mortgagee. Employment by Mortgagee shall not Mortgagee's right to the appointment of a receiver shall exist whether or not the apparent value. The mortgagee in possession or receiver may serve without bond if permitted by law. and apply the proceeds, over and above the cost of the receivership, against the indebtedness. operate the premises preceding foreclosure or sale, and to collect the rents from the premises of all or any part of the premises, with the power to protect and preserve the premises, to right to be placed as mortgagee in possession or to have a receiver appointed to take possession notice or demand, and this mortgage may be foreclosed accordingly. Mortgagee shall have the option, the whole amount hereby secured shall become immediately due and payable without in the premises, then and in any of such events and at any time thereafter, at Mortgagee's Mortgagee abandons the premises, or sells or attempts to sell all or any part of or any interest

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Mortgagee will not create, suffer or permit to be created or filed against the premises, any mortgage lien or other lien superior or inferior to the lien of this Mortgage. The Mortgagee may contest any lien claim arising from any work performed, material furnished, or obligations incurred by Mortgagee upon furnishing security and indemnification satisfactory to Mortgagee for the final payment and discharge thereof. In the event Mortgagee shall suffer or permit any superior or junior lien to be attached to the premises, the Mortgagee, at its option, has the unqualified right to accelerate the maturity of the Note causing the full principal balance and accrued interest to be immediately due and payable without notice to Mortgagee.

11. In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthiness of Mortgagee, found the same to be acceptable and relied and continues to rely upon same as the means of repayment of the loan. Mortgagee also evaluated the background and experience of Mortgagee in owning and operating property such as the premises, found the same to be acceptable and relied and continues to rely upon same as the means of maintaining the value of the premises which is Mortgagee's security for the loan. Mortgagee recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan the security for which is purchased by a party other than the original Mortgagee. Mortgagee further recognizes that any secondary or junior financing placed upon the premises, (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure of the junior encumbrances which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the premises if Mortgagee obtains possession thereof with the intention of selling same; and (d) impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the premises. Accordingly, if Mortgagee transfers, conveys, or assigns or attempts to transfer, convey or assign title to all or any portion of the premises, or any interest therein or if all or any portion of the beneficial interest in any trust which may at any time hold title to the premises is assigned (including a collateral assignment thereof) whether by operation of law, voluntarily, or otherwise, or if Mortgagee or any beneficiary of a trust contract to do any of the foregoing, Mortgagee, at its option, may accelerate the maturity of the Note causing the full principal balance, accrued interest, and prepayment premium, if any, to be immediately due and payable without notice to Mortgagee.

10. Any notice required by this mortgage or by law shall be sufficiently given if delivered by hand or sent by certified mail, postage prepaid to the addresses of the respective parties set forth above. Notices shall be deemed received on the third business day following the date of mailing.

9. No remedy or right of Mortgagee is exclusive, but is in addition to every other right or remedy herein conferred or now or hereafter existing by law. Each and every right, power and remedy may be exercised or enforced concurrently. No delay in the exercise of any of Mortgagee's rights shall preclude the subsequent exercise thereof and no waiver by Mortgagee of any default by Mortgagee shall operate as a waiver of subsequent defaults. Time is of the essence of all provisions of this Mortgage.

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15. Neither Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this mortgage shall be relieved of any obligation by reason of the failure of Mortgagor to comply with any request of Mortgagor or of any other person to foreclose on this mortgage or otherwise enforce any provisions of the mortgage or the Note or by reason of the release, regardless of consideration, of all or any part of any security held for the indebtedness secured by this mortgage, or by reason of any agreement or stipulation between any subsequent owner of the premises and Mortgagor extending the time of payment or modifying the terms of the mortgage or Note, unless expressly released and discharged in writing by Mortgagor. Mortgagor and such other obligors shall continue to be liable to make payments according to the terms of any such extension or modification agreement. Mortgagor may release, regardless of consideration, any part of the security held for the indebtedness secured by this mortgage without in any way impairing or affecting the lien of this mortgage or its priority over any subordinate lien.

14. In the event of the enactment, after this date, of any law of the state in which the premises are located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon the Mortgagor the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagor's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagor, shall pay such taxes or assessments, or reimburse the Mortgagor therefor; provided however, that if, in the option of counsel for the Mortgagor, (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount of permitted by law, then, and in such event, the Mortgagor may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable within sixty (60) days from the giving of such notice. Notwithstanding the foregoing, Mortgagor is not obligated to pay any portion of Mortgagor's federal income tax.

13. If at any time any federal, state, county, or municipal governmental subdivision or agency shall require revenue or other documentary stamps or impose any tax on this mortgage or the Note, then the indebtedness and accrued interest thereon shall be and become due and payable at the election of the Mortgagor thirty (30) days after the mailing notice of the election to Mortgagor; provided, however, this mortgage and the Note shall remain in effect, if Mortgagor lawfully may and do pay for such stamps or such tax including interest and penalties thereon to or on behalf of Mortgagor.

12. Upon full payment of all sums secured hereby, Mortgagor shall execute and deliver to Mortgagor a release of this mortgage to be recorded at Mortgagor's expense.

Any waiver by Mortgagor of the provisions of this paragraph shall not be deemed to be a waiver of the right of Mortgagor to insist upon strict compliance with the provisions of this paragraph in the future.

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a. All errors, defects and imperfections in any proceeding instituted by Mortgagee under the Note or this mortgage;

19. Mortgagee hereby waives and releases:

18. Mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on Mortgagee's own behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagee, acquiring an interest in or title to the premises after the date of this mortgage.

17. At any time, and from time to time, upon request of Mortgagee, Mortgagee will execute and deliver to Mortgagee or Mortgagee's designee or cause to be filed or recorded at such time and in such offices as Mortgagee may deem appropriate, all mortgages, security agreements, financing statements, continuation statements, certificates, and other documents as may be necessary or desirable in the sole opinion of Mortgagee to effectuate, complete, perfect, continue or preserve: (a) the obligations of Mortgagee under the Note, this mortgage or any related documents and (b) the liens and security interests created by this mortgage. Mortgagee shall reimburse Mortgagee for all costs and expenses incurred in connection with the matters referred to in this paragraph. If Mortgagee fails to do any of the things referred to in this paragraph, Mortgagee may do so for and in the name of Mortgagee and all Mortgagee's expenses. For such purposes, Mortgagee hereby irrevocably appoints Mortgagee as attorney-in-fact for the purpose of making, executing, delivering, filing, recording and doing all things as may be necessary or desirable to accomplish the matters referred to herein.

16. Mortgagee represents and warrants that the premises have not been and never will be, so long as this mortgage remains a lien, operated in violation of or used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq. (CERCLA), the Superfund Amendments and Reauthorization Act (SARA), Toxic Substance Control Act, as amended, 15 U.S.C. § 2601 et seq. (TSCA); Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. § 136, et seq. (FIFRA); Solid Waste Disposal Act, as amended, 42 U.S.C. § 6901 et seq.; Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; Clean Water Act, as amended, 33 U.S.C. § 1201 et seq.; Safe Drinking Water Act, as amended, 42 U.S.C. § 300f et seq.; Rivers and Harbors Appropriations Act, as amended, 33 U.S.C. § 407 et seq.; applicable state laws or regulations adopted pursuant to any of the foregoing. Mortgagee authorizes Mortgagee and its agents to enter upon the premises to make such inspections and tests as Mortgagee may deem appropriate to determine compliance with this paragraph. Inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagee or any other person. Mortgagee agrees to indemnify and hold Mortgagee harmless from and against any and all claims and losses resulting from any breach of this paragraph. The indemnification shall survive payment of the indebtedness and satisfaction of this mortgage.

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Property of Cook County Clerk's Office

By: [Signature]
 DANIEL N. WLODEK - Trust Officer

Attest: [Signature]
 SHAMON JACKSON - Asst. Secretary

PIONEER BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 22294

IN WITNESS WHEREOF, Mortgagor has executed this mortgage the day and year first above written.

This mortgage is executed by Pioneer Bank & Trust Company not personally but as trustee in the exercise of the power and authority conferred upon invested in it as trustee (and Pioneer Bank & Trust Company hereby represents and warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained in this mortgage or in the Note shall be construed as creating any liability on Pioneer Bank & Trust Company personally to pay the note or any indebtedness accruing under this mortgage or to perform any covenant or other express or implied contained in this mortgage. All such liability, if any, is expressly waived by Mortgagee and every person now or hereafter claiming any right or security under this mortgage.

20. Time is of the essence of all provisions of this mortgage. All of the covenants of this mortgage shall run with the land.

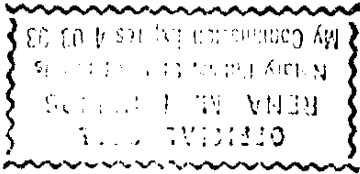
c. Unless specifically required herein, all notices of Mortgagor's default or of Mortgagee's election to exercise, or Mortgagee's actual exercise of any option under the Note or this Mortgage.

b. All benefits that might accrue to Mortgagor by virtue of any present or future law exempting the premises, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, exemption from civil process or extension of time for payment, and;

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My Commission Expires: _____

Rena M. Phillips

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GIVEN under my hand and Notarial Seal this 18th day of February

I, RENA M. PHILLIPS, a Notary Public in and for the County and State of Illinois, do hereby certify, that DANIEL N. WLODEK ~~vice president of the~~ Trust Officer of PIONEER BANK & TRUST CO and SHARON JACKSON ~~assistant secretary~~ of the bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such ~~trust officer and assistant secretary~~, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the company, as trustee, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS)
COUNTY OF COOK)

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14 - 16 - 303-035-1122 PIN:
14-16-303-035-1128
14-16-303-035-1168

Unit Nos. 80, 150, 171 in 720 Gordon Terrace, as delineated on the plat of survey of the following described real estate; (hereinafter referred to as PARCEL):

PARCEL 1: Lots 5 and 6 in Block 3 in Waller's Addition to Buena Park in Fractional Section 16, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: Sub-lots 26 and 27 in Waller's Addition to Buena Park in Block 3 and Lot 7 in Block 4 in Waller's Addition to Buena Park in Fractional Section 16, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3: Lots 5, 6, 7 and 8 and that part of Lot 25 lying between the East line of Lot 4 extended North and the East line of Lot 8 extended North; being that portion of Lot 25 lying North of and adjoining Lots 5, 6, 7 and 8, all in Simmons and Gordon's addition to Chicago, being a subdivision of Lots 10 and 19 and the vacated street lying between said lots (in the school trustees subdivision of Fractional-Section 16, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium ownership made by National Boulevard Bank of Chicago, a National Banking Association, as Trustee under Trust Agreement dated August 12, 1977 and known as Trust Number 5854 recorded in the office of the Recorder of Deeds of Cook County, Illinois, document 24491225 and registered in the office of the Registrar of Deeds of Cook County, Illinois, document 24491225, together with an undivided percentage interest in the parcel (excepting from the parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey), in Cook County, Illinois.

LEGAL DESCRIPTION

EXHIBIT A

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