

PREPARED BY:
TONI DUBMAN
SCHAUMBURG, IL 60194

UNOFFICIAL COPY

92101529

RECORD AND RETURN TO:

FIRST SUBURBAN MORTGAGE CORPORATION D/B/A FINANCIAL EXPRESS
1375 SCHAUMBURG ROAD-SUITE 220
SCHAUMBURG, ILLINOIS 60194

(Space Above This Line For Recording Data)

DEPT-01 RECORDING \$33.50
T-3333 TRAN 9632 02/19/92 10:37:00
A-6826 C-#-92-101529
COOK COUNTY RECORDER

MORTGAGE

5023630

THIS MORTGAGE ("Security Instrument") is given on JANUARY 31, 1992
YAKOV KATSEV
AND LILIYA KATSEV, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

FIRST SUBURBAN MORTGAGE CORPORATION D/B/A FINANCIAL EXPRESS

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 1375 SCHAUMBURG ROAD-SUITE 220 SCHAUMBURG, ILLINOIS 60194 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED Dollars (U.S. \$ 111,500.00). AND 00/100

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1, 2007. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with or without, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

SEE ATTACHED RIDER

09-11-101-113

which has the address of 442 GLENDALE ROAD, GLENVIEW
Illinois 60025
Zip Code

Street, City,

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-6R01 (9101)

VMP MORTGAGE FORMS - 0310280-0100 - 00001621-2291

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Int'l. J/K

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more of the actions set forth above within 10 days of the giving of notice.

This Security Instrument, Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take one or more of the following instruments, if Lender determines that any part of the Property is subject to a lien which may interfere with this Security Instrument, or (c) severs from the holder of the lien an interest sufficient to Lender's satisfaction to prevent the holder of the lien or (b) conveys to Lender a quiet title action to prevent the holder of the lien to do, or defrauds against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the validity of the payment of the lien in a manner incapable to Lender (b) conveys to good faith the lien in writing to the parties shall promptly discharge any lien which has priority over this Security Interest unless Borrower (a) agrees in

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, to the person provided in paragraph 2, or it not paid in that manner, Borrower shall pay them on time directly to the person named in the name provided in paragraph 2, these obligations in the name of the person named, which may affect property over this Security Instrument, and leaseshold payments of ground rents, if any, Borrower shall pay which may affect assessments, charges, taxes and improvements alike due to the Property.

4. Charges: Lien, Borrower shall pay all taxes, assessments, charges, taxes and improvements alike due to the Note.

Third, to interest due fourth, to principal due and last, to any late charges due under the Note;

1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2, upon payment in full of all sums secured by this Security Instrument or sale as a result of the repossession or sale of the Property, shall apply to Funds held by Lender at the time of repossession or sale as a result of the sums secured by this Security Instrument.

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the repossession or sale of the Property, shall apply any Funds held by Lender to make up the deficiency in the note than

were made by Lender to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in the note than

which is not sufficient to pay the lessee's debts when due, Lender may so notify Borrower in writing, and, if the amount of the Funds held by Lender is insufficient to pay the lessee's debts when due, Lender shall pay the deficiency in the note than

If the excess Funds in accordance with the requirements of applicable law, Lender shall account to Borrower

for the Funds held by Lender exceeded the amounts permitted to be held by applicable law, Lender shall account to Borrower,

debt to the Funds was made, the Funds are pledged as additional security for all sums secured by this Security Instrument.

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds used the purpose for which each withdrawal charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

applicable law requires interest to be paid, Lender shall be required to pay Borrower any interest of earnings on the Funds, used by Lender in connection with this loan, unless, unless applicable law permits Lender to make such a repayment service

a charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the lessee's tenancy, unless Lender interests on the Funds and applicable law permits Lender to make such a repayment service

lessee's tenancy, unless Lender holds a Federal Home Loan Bank, Lender shall apply the Funds to pay the

(including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall account to Lender, or entity

The Funds shall be held in a institution whose deposits are insured by a federal agency, instrumentality, or entity

lessee's tenancy in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount, if so, under my, in my, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C., Section 260 et seq. ("RSPAs"), unless another law shall applies to the Funds related mortgagor who may require Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at my, time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, These items are called "lessee's items," of ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance with d any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

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 affect this Security Instrument as a lien on the Property; (b) yearly lessee hold payments

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Premium and Interest: Premiums, Borrower shall promptly pay when due the

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

waivers by jurisdiction to constitute a uniform security instrument covering real property;

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

and will defend generally the Property is unencumbered, except for encumbrances of record, Borrower warrants

grant and convey the Property and that the Property is hereby conveyed and has the right to mortgage.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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

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LMP-GRILL 1997

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CH 103 3 2010.4

8. After-life Insurance. If Insured terminates Mortgagor's insurance as a condition of making the loan secured by this Deed-in-Trust instrument, Borrower shall pay the premiums required to maintain the mortgagor's insurance in effect. If, for any reason, the mortgagor's insurance coverage required by Insured ceases to be in effect, Borrower shall pay the premiums required to maintain coverage equivalent to the mortgagor's previous insurance coverage previously in effect. Borrower shall pay the premiums required to maintain coverage substantially equivalent to the mortgagor's previous insurance coverage previously in effect, if a cost subsisting at the time of Borrower's payment of the premiums required to maintain coverage previously in effect, from an alternative mortgagor's insurance company, is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly monthly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance losses reserve.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

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7. **Protection of Landlord's Rights in the Property.** It is agreed that in the event of any breach of any term or condition of this Agreement by the Tenant, the Landlord shall have the right to terminate this Agreement and to repossess the Premises without notice to the Tenant.

This clause, if valid and enforceable, would give the parties an option to terminate any application of proceeds of pledges or principal shall not exceed 10% of the amount of the underlying instrument.

If little or nothing is done to prevent or reduce the loss of insurance proceeds, it will be applied to the restoration of capital or equipment, if property damage, or the restoration of earnings in a mining business, insurance proceeds shall be applied to the restoration of capital or equipment to the extent that the loss of such property or earnings is covered by this Section.

All insurance companies and brokers shall be responsible to the customer and shall provide a statement indicating whether or not the customer has been issued a policy.

3. Hazard of Property Insurance. However shall keep the improvements now existing or hereafter erected on the property insured less by the hazards intended within the term "extended coverage" and any other hazards, including

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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.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

DPS 1092

Form 3014 9/90

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DPS 1093

²² A number of limited liability companies have used the term "members" in their articles of incorporation in the hope of limiting their personal liability.

21. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration to any Borrower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum(s) borrowed by this Security instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further caution Borrower of the right to remit late fees after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the notice specifies a date specified in the notice to Borrower to accelerate or foreclose, Lender, in its option, may require immediate payment in full of all sums or before the date specified in the notice. Lender, in its option, may require immediate payment in full of all sums specified by this Security instrument without further demand and may foreclose this Security instrument by judgment proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph if Lender has not limited its rights by this provision.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without notice to Borrower. Borrower shall pay any acceleration costs.

NON-DISINTEGRATING GOVERNANTS. BOUTWELL AND LEWIS' longer history covers more and applies as follows:

relative to leadership, safety of employees and potential protection.

Borrower shall promptly give lender written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Borrower and any Lenders' Subsidiary or jointly with Lenders' Subsidiary.

Hazardous substances shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any law or regulation, or any other provision of this Agreement.

16. NAME OF BORROWER: *John Smith* (or other name as agreed to by both parties) is the sole owner of the property described in the Note and agrees to pay all amounts due under the Note.

18. Borrower's right to require disbursement of principal, interest, or expenses before the time to pay the principal or interest or expenses, provided that such other period as applicable law may specify for remittance before such date of the property pursuant to any power of sale contained in this Security instrument before sale of the property contained in this Security instrument, (b) pays Security instrument or (c) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (d) pays under all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (e) pays any expense of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (f) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (g) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (h) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (i) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (j) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (k) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (l) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (m) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (n) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (o) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (p) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (q) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (r) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (s) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (t) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (u) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (v) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (w) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (x) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (y) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred; (z) pays all expenses of any kind which then would be due under this Security instrument and the Note as if no acceleration had occurred.

If a member exercises his option, I believe such a payment would be acceptable to the corporation. The money would provide a needed cash flow.

is sold or transferred (or if it is a beneficial interest in Biotower is sold or transferred and Biotower is not a named person) without Lenders' prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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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 covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Karen L. Rector
Witness

Yakov Katsev
YAKOV KATSEV
(Seal)
Borrower

Witness

Liliya Katsev
LILIYA KATSEV
(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

STATE OF ILLINOIS, COOK

County ss:

I, Kathleen Leighton,
county and state do hereby certify that
YAKOV KATSEV AND LILIYA KATSEV, HUSBAND AND WIFE

, a Notary Public in and for said

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 31st day of

My Commission Expires:

Notary Public

Jeanne P. Farnan 1/12
Notary Public

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LEGAL DESCRIPTION RIDER

PARCEL 1:

THE WEST 23.81 FEET OF THE EAST 103.84 FEET OF THAT PART OF LOT 2 IN OWNER'S SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT OF SAID OWNER'S SUBDIVISION FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JANUARY 2, 1917 AS DOCUMENT NUMBER 6022131, DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF LOTS 1 THROUGH 8 IN GLENVIEW REALTY COMPANY'S CENTRAL GARDENS, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SAID SECTION 11, AT A POINT ON SAID WEST LINE, 506.70 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 11; THENCE WEST ALONG A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT 1 THROUGH 8, A DISTANCE OF 178.0 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 55.77 FEET; THENCE EAST 178.0 FEET TO A POINT ON THE WEST LINE OF SAID LOTS 1 THROUGH 8, A DISTANCE OF 55.77 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 55.77 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 2 IN OWNER'S SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT OF SAID OWNER'S SUBDIVISION FILED FOR RECORD IN RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JANUARY 2, 1917 AS DOCUMENT NUMBER 6022131 DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF LOTS 1 THROUGH 8 IN GLENVIEW REALTY COMPANY'S CENTRAL GARDENS, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SAID SECTION 11 AT A POINT ON SAID WEST LINE 501.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 11; THENCE SOUTH ALONG THE SAID WEST LINE OF SAID LOTS 1 THROUGH 8, 12.75 FEET; THENCE SOUTH 45 DEGREES WEST 48.79 FEET TO A POINT IN A LINE 34.5 FEET WEST OF AND PARALLEL TO THE WEST LINE OF SAID LOTS 1 THRU 8; THENCE NORTH 12.75 FEET; THENCE NORTH 45 DEGREES EAST 48.79 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT "1" THEREETO ATTACHED DATED DECEMBER 4, 1960 AND RECORDED DECEMBER 19, 1960 AS DOCUMENT NUMBER 18043592, MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 22, 1957 AND KNOWN AS TRUST NUMBER 39470 AND AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 17, 1960 AND KNOWN AS TRUST NUMBER 42231 AND AS CREATED BY DEED FROM SUNSET MANOR EXECUTIVE HOMES INCORPORATED TO ROBERT J. TAIT DATED MAY 24, 1961 AND RECORDED MARCH 12, 1969 AS DOCUMENT NUMBER 20779483 FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

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