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RETURN TO: UNITED SAVINGS ASSN OF TEXAS FSB
5225 OLD ORCHARD RD., SUITE 11
SKOKIE, IL 60077

LOAN NUMBER: 6507941

State of Illinois

(Space Above This Line For Recording Data)

MORTGAGE

FHA Case No.
131-6631646-731

251

THIS MORTGAGE ("Security Instrument") is given on
DONNA M. KIDD, A SPINSTER

APRIL 01, 1992 . The Mortgagor is

("Borrower"). This Security Instrument is given to
UNITED SAVINGS ASSN OF TEXAS FSB

which is organized and existing under the laws of THE UNITED STATES , and whose address is 3200 SOUTHWEST FRWY, SUITE 2000 HOUSTON, TX 77027

(Lender"). Borrower owes Lender the principal sum of THIRTY SEVEN THOUSAND NINE HUNDRED AND 00/100 Dollars (U.S. \$ 37900.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 01, 2022 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 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 LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

92242669

TAX I.D. # 14-05-203-012-009

which has the address of 6325 NORTH SHERIDAN ROAD, #601, CHICAGO [Street, City],
Illinois 60660 (Zip Code) ("Property Address");

[Street, City],

VMP 4R(IL) (0103)

VMP MORTGAGE FORMS • (313)293-6100 • (800)521-7291

FHA Illinois Mortgage • 2/91
Initials: DMK

BOX 333

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Page 2 of 6

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For, to the monolith mortgagé insurance premium to be paid by Lander to the Secretary or to the monolith charge by the Secretary instead of the monolith mortgagé insurance premium; instead of the monolith mortgagé insurance premium instead of the monolith charge by the Secretary instead of the monolith mortgagé insurance premium.

3. Application of Payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

11 Borrower, Lender and Security Insurer shall remain liable to pay all sums secured by this Note until paid in full, notwithstanding any partial payment.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall be used in this Security Instrument to pay a monthly insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a monthly mortgage insurance premium if this Security instrument is held by the Secretary. Each monthly payment prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this instrument is held by the Secretary, each monthly charge shall be in an amount sufficient to accumulate the full annual mortgage insurance premium prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If I am the holder of the total of the Payments, I held by Lender for items (a), (b), and (c), together with due future monthly payments for such items payable to Lender prior to the date of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items which due, and if payments on the Note are current, then Lender shall receive payment over one-sixth of the estimated payables over one-sixth of the total of the payables made by Borrower for items (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

Each item in the same lot items (a), (b) and (c) shall equal one-twelfth of the annual amount, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-half of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become due.

2. Individuality Payments of Taxes, Insurance and Other Charges; Rotowater shall indicate in each monthly payment plan the amount of taxes, insurance and other charges levied or to be levied against Property, (b) lesseehold payments or ground rents on the Property, and (c) premiums assessments levied or to be levied against the Property.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, debt evidenced by this Note and late charges due under the Note.

ROKROOWER COVENANT is a waiverly covenanted of the parties hereto, whereby each party agrees to defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

LOCHEIER WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER EFFECTED ON ONE PROPERTY, AND ALL EXACCMEN, PUGNS, APPURTENANCES, ROYALITIES, MINERALS, OIL AND GAS RIGHS AND PRODUCE, WATER RIGHTS AND STOCK AND ALL FIXTURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REPLACEMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY."

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4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in

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11. Borrower Not Responsible; Forbearance By Lender Not A Waiver. Extension of the time of payment or modification of any instrument granted by this Security Instrument by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to release the liability of the original Borrower or Borrower's successor in interest if Lender grants any forbearance or deferral of payment or any other modification of the terms of this instrument. 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.

(e) Mortgagor's Right Insured. Borrower agrees that should this Security Instrument and the Note secured thereby be elligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at his option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument and the Note. Borrower agrees that should this Security Instrument and the Note secured thereby be elligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at his option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument and the Note.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary of HUD will limit Landlord's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Secrecy instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(c) no waiver, it requires such payments, Lender does not waive its rights which respect to subsequent events.

Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the credit agency, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred; (either by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the Borrower, and

(iii) The Plaintiff does not occupy the Property but this or her credit has not been approved in accordance with the requirements of the Security.

(iii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(a) **Debt Audit.** Lender may, except as limited by regulations issued by the Secretary in the case of payment default, require immediate payment in full of all sums secured by this Security Instrument if:

9. Grounds for Acceleration of Debt.

Indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenant 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)]

Condominium Rider
 Planned Unit Development Rider

Graduated Payment Rider
 Growing Equity Rider

Other (specify) ARM RIDER

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

Witnesses:

DONNA M. KIDD (Seal)
DONNA M. KIDD
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF ILLINOIS, COOK

County ss:

I, Francine Whalen
DONNA M. KIDD, A SPINSTER

, a Notary Public in and for said county and state do hereby certify that

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that s he signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

14 day of April , 1992

Francine Whalen
My Commission Expires 9/1/92
My Commission Expires 9/1/92

Francine Whalen
Notary Public

This Instrument was prepared by: DEBBI BITTERMAN

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Page 6 of 6

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Page 5 of 6

(c) 2018 (I) H.P.-M

19. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.

18. Releasee. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

17. **Procedure**. If Lender requires immediate payment in full under Paragraph 9, Lender may exercise his Security Instruments by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorney fees and costs of little or no value.

NON-UNIFORM COVARIANTS. BORDOWER AND LEANDER LUTCHER COVARIANT AND ALGEBRA AS FOLLOWS:

Leender shall not be required to enter upon, take control of or manage any property or office or all other privilege or benefit to be received by Leender, however, Leender or a judicially appointed receiver may do so at any time where it appears to Leender, Any application of rents of real property shall not cure or waive any default or invalidity of Leender or remedy of Leender. This assignment of rents of real property shall not terminate when the debt secured by the Security Instrument is paid in full.

Borower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent or hinder from exercising its rights under this paragraph 16.

If Leander gives notice of breach to Borrower; (a) all rents received by Borrower shall be held by Leander for benefit of Leander only, to be applied to the sums secured by the Security Instrument; (b) Leander shall be entitled to collect all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Leander or Leander's agent on Leander's written demand to the tenant.

16. Assignment of Rents. Borrower, unconditionally assents and consents to Lender all the rents and revenues of the property, Borrower authorizes Lender to collect the rents and revenues and hereby directs each tenant of the property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant in the agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the property for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an additional security only.

15. Borrower's Copy. Borrower shall be given one conforming copy of this Security instrument.

12. Governing Law; Severability. This Security Instrument shall be governed by federal law and state law or the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or clause of this Security Instrument conflicts with the applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can still be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

13. Notices. Any notice to Bottowser provided for in this Security instrument shall be given by mailing it or by delivering it or by fax to Bottowser at the address given to Bottowser or Lender when given as provided in this paragraph.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The co-contractants and agreeements of this Security Instrument shall bind and benefit the successors and assignees of Lender and Borrower, subjecit to the provisions of paragraph 9.b. Borrower's co-contractants 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 sum to the Lender; (b) is co-signing this Security Instrument or the Note without that Borrower's consent.

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FHA Case No.
131-6631646-731
251

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **1ST** day of **APRIL**, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to
UNITED SAVINOS ASSN OF TEXAS FSB

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
6325 NORTH SHERIDAN ROAD, #601, CHICAGO, IL 60660

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

5. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Date**

The interest rate may change on the first day of **JULY**, 1993, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary (as defined in Paragraph 7(B)). Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of **TWO** percentage point(s) (**2.00%**) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph 5(D) of the Note, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of the Note.

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BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.
RAGC Rider.

(G) Effective Date of Changes

(e) Notice of Changes. Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice shall be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the change, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amounts, and (viii) any other information which may be required by law from time to time.

(F) Notice of Changes

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date if new interest rates through substitutionally equal payments such calculation. Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

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LOAN #: 6507941

FHA Case No.
131-6631646-731
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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **18th** day of **APRIL**, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to

UNITED SAVINGS ASSN OF TEXAS FSB

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

6325 NORTH SHERIDAN ROAD, #601, CHICAGO,

(Property Address)

The Property Address includes a unit in, together with an undivided interest in the common elements of, a condominium project known as

SHERIDAN POINT CONDOMINIUM

(Name of Condominium Project)

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.

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(Seal)	-Borrower	DONNA M. KIDD
(Seal)	-Borrower	JULIA M. KIDD
(Seal)	-Borrower	JULIA M. KIDD
(Seal)	-Borrower	JULIA M. KIDD
(Seal)	-Borrower	JULIA M. KIDD
(Space Below This Line Reserved for Acknowledgment)		

C. If Borrower does not pay Contdominium dues and assessments which are due, then Lender may pay them.
Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, within interest, upon notice from Lender to Borrower requiring payment.

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

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UNIT NO. 601 IN SHERIDAN POINT CONDOMINIUM AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

PARTS OF LOTS 7 AND 8 IN BLOCK 1 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, BEING A SUBDIVISION IN THE EAST FRACTIONAL HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO PART OF THE LAND LYING EASTERLY OF AND ADJOINING SAID PARTS OF LOTS 7 AND 8, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY ANN COURT LIMITED PARTNERSHIP, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, ON SEPTEMBER 17, 1979, AS DOCUMENT NO. 25149443, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS ALLOCATED TO SAID UNIT AS SET FORTH IN SAID DECLARATION.

COMMONLY KNOWN AS: 6325 N. Sheridan, Unit 601, Chicago, IL

Tax ID No. 14-05-203-012-1009

SUBJECT TO: COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD (PROVIDED THE SAME DO NOT MATERIALLY INTERFERE WITH OR PROHIBIT THE USE AND ENJOYMENT OF THE UNIT AS A RESIDENCE OR ADVERSELY AFFECT THE MARKETABILITY OF TITLE TO THE UNIT); TERMS, PROVISIONS, COVENANTS AND CONDITIONS OF THE DECLARATION OF CONDOMINIUM AND ALL AMENDMENTS THERETO; PRIVATE, PUBLIC AND UTILITY EASEMENTS (PROVIDED THEY ARE NOT ENCROACHED UPON BY EXISTING IMPROVEMENTS), INCLUDING ANY EASEMENTS ESTABLISHED BY OR IMPLIED FROM THE DECLARATION OF CONDOMINIUM OR AMENDMENTS THERETO; PARTY WALL RIGHTS AND AGREEMENTS; LIMITATIONS AND CONDITIONS IMPOSED BY THE CONDOMINIUM PROPERTY ACT; GENERAL TAXES FOR THE YEAR 1981 AND SUBSEQUENT YEARS; AND INSTALLMENTS DUE AFTER THE DATE OF CLOSING OF ASSESSMENTS ESTABLISHED PURSUANT TO THE DECLARATION OF CONDOMINIUM.

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