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MORTGAGE

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CENDEH: 2 # 05-01-82050

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NICHOLAS BRAGGO, AN UNHARRITO MAN RICHARD D. PAYNE AND MARY A. PAYNE, HUSBAND AND WIFF EBBT OE HAGA no navig ai ("Inamurizal ginuast") I DEOTROIZ SHIT

("Borrower"), This Security Instrument is Liven to SEARS MORTGAGE CORPORATION

Casoux pur '

Address is and north fathery drive. Vernor Hills 111,14015 60061 01H0 30 31A12 3HT to awil out robing guiraix5 box bestinggro at doldar

to mus higishing alt rader Lender the principal sum of

instrument ("Note"), which provides for monthly payments, with the full debt, it not paid earlier, due and payable on Dollars (U.S. \$60, 600, 00.). This debt is evidenced by Borrower's note dated the same date as this Security SIXIY THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS-------

County, Himois: purpose, Borrower does hereby mortgage, grant and convey to Lender the following discribed property located in the performance of Borrower's covenants and agreements under this Security Instrument and the Note, For this (c) bus transferd under paragraph 6 to protect the security of dia Security Instrument; and (c) exidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, tdab adi tu mamingar adi (a) nabio has sambas mamunisil ginubas eldfi .

ZEE LEGYE DESCHIGITION VIINCHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

17-10-203-027-1159

Stroot, Cityl,

which has the address of 233 EAST EATE UNIT 2409, CHICAGO

("Property Address");

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1992 - nganinoth signifft A199 LWM statint (eq.) AAAG

(co.) AAA(10001337, - FREY-) SA(008) * OOTB-CRE(CLE) * BMRO% BDADTHOM SMV







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Tilli, to late charges due under the Note:

Fourth, to amortisation of the principal of the Mote; Third, to interest due un'der the Vote;

insurance premiuma, as required;

Second, to any taxes, special assessments, leasehold payments or ground rents, and live, flood and other hazard Secretary instead of the monthly martgage insurance premium;

First, to the moregaringurance premium to be paid by Lander to the Secretary or to the monthly charge by the

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

Borrower's account shall be credited with any balance remaining for all installments for items (a), (d), and (c).

any excess tunds to Borrower, bermediately prior to a foreclosure side of the Property or its in qualifor by Lender, premium installment that Lender has not become obligated to pay to the Secretary, and Lender and promptly refund shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance

If Borrower tenders to Lender the full payment of all sums secured by this Security last in tend, Borrower's account

an amount equal to one twelfth of one half percent of the outstanding principal balance due on the Mote. ni od flade specretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in communication in the full and other for a control of the control of the control of the full annual mortgage insurance of the full and a control of the contr Secretary, Bach monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the Secretary, or (ii) a monthly charge instead of a mortgage insurance prem om it this Security hasroment is held by the or rabinal gelibbing of or minimary community, great manual more premium to be paid by Lender to her designee. In any year in which the Lender must pur a mortgage Josurance premium to the Secretary, each monthly

As used in this Security Instrument, "Secretary" means the 5 cretary of Housing and Urban Development or his or

arrenut necessary to make up the deficiency on or before me date the item becomes due. by Borrower for item (a), (b), or (c) is insufficient to any the item when due, then Borrower shall pay to Lender any estimated payments to so requent payments by Horbyryr, at the option of Horrower, if the total of the payments made Lender shift cities refined the excess over one-fall of the estimated payments or credit the oxcess over one-with of the estimated amount of payments required to pay such frems when due, and it payments on the Note are current, then payments for such items payable to Lender, prior to the due dutes of such items, exceeds by more than one sixth the

It at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly

ാത്താവുള്ള purposed section and definition and purposes. month before an item would been be delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b),

estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one estimated by Lender, thus an amount sufficient to maintain an additional balance of not more than one sixth of the Each monthly in white not items (n), (b), and (c) shall equal one twellth of the annual amounta, as reasonably

Property, and (e) premiums for insurance required by paragraph 4.

taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the payment, together with the principal and interest as set lotth in the Note and any late charges an installment of any (a) 2. Monthly Payments of Pares, Insurance and Other Charges, Borrower shall include in each monthly

on, the debt evidenced by the Note and late charges due under the Note.

I. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest chemb brances of record.

Borrower narrasts and will defend generally the title to the Property against all claims and demands, subject to any nortgage, grant and consery the Property and that the Property is unencombered, except for encombinues of record.

HORROWER COVENAATS that Borrower is lawfolly selised of the estate bereby conveyed and has the right to " (trioport" oth as mormunian! (trincoal aid) ni or borrolor ai gniogoro) odt

hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of appirtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or FOORTHER WITH all the improvements now or heresties erected on the property, and all easements, rights,

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 I ender and shall include loss payable clauses in favor of wild 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 oxcess 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 fores os are of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, fitle mo 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, emablish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security in a coment 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 extensiting circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circum bances. Borrower shall not commit waste or desiroy, 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 I ender with any material information) in connection with the lean evidenced by the Note, including, but not limited to. representations concerning Borrower's occupancy of the Property 250, 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 overger in writing.
- 6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pas 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 fail are 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 Horrower 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 of the afforce 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.

Condomnation. 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

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the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess 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.

- 8. Fees, Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
 - (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all soms secured by this Security Instrument if
 - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
 - (b) Sale P Wout Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, 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 said or otherwise transferred (other than by devise or descent) by the Borrower, and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or gramer does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
 - (c) No Waiver. If circumstate is occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events,
 - (d) Regulations of III D Secretary, in many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize a celeration or foreclosure if not permitted by regulations of the Secretary.
 - (c) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. No withstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are collections of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security has coment and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender Not a Waiver, Extension of the time of 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 successor 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.

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- 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 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who consigns 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. 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 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.
- 14. 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:
 - 15. Borrower's Copy, Borrower shall be given one conformed copy of this Security Instrument.
- 16. Assignment of Rents. Borrow'r unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender of Lander's agents to collect the rents and revenues and hereby directs each teman of the Property to pay the rents to Leader or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Londer and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee 🔑 for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to coffeet and receive all of the rents of the Property; and (c) each transfor the Property shall pay all rents due and unpaid to

Lender or Lender's agent on Lender's written demand to the tentor.

Borrower has not executed any prior assignment of the cents and has not and will not perform any act that would

prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver riay do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 17. Foreclosure Procedure, if Lender requires immediate payment in full under par igraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled we collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 19. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

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BOX 333

RECORD AND RETURN TO:
SEARS MORTGAGE CORPORATION
565 LANEVIEW PARKWAY
SUITE 210
VERNON BILLS, IL 60061

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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))				
[X] Condominium Rider [] Graduated Payment Rider [] Other [Specify] Planned Unit Development Rider [] Growing Equity Rider				
9				
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:				
NICHOLAS POAGGO -Horrower				
Brekes PD. Pregue (Scal)				
BICHARDYD. PAYNE TOWER OF Attorney (Scal)				
(Seal) // Refie (Seal) -Horrower MARY A. PAYN! -Borrower				
STATE OF ILLINOIS, JANE COX Du Page County ss:				
a Nothery Public in and for said county and state do hereby certify that NICHOLAS BRAGGO, MARY A PAYNO AS ATTORNEY IN FACT FOR RICHARD D PAYNE AND AIRRY A PAYNO				
, 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 hey signed and delivered the said instrument as 7 he/k free and voluntary act, for the uses and purposes therein set forth. Given under my hard and official real state.				
This Instrument was prepared by: 1 1804 1 - BROMER				

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"ARMETION VERNON HILLS, IL 60061

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this

day of

, and is incorporated into and shall be deemed to amend and . 1993 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 SEARS MORIGAGE CORPORATION AN ONTO CORPORATION

("Lender") Athename date and covering the Property described in the Security Instrument and located at: 233 EAST ERIC UNIT 2408, CRICAGO, ILLINOIS 60611

(Property Address)

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

STREETERVILLE CENTER CONDOMINIUM

Name of Condominium Project)

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

- So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominum 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 to the Secretary, them (i) Lender waives the provision in Taragraph 2 of this Security Instrument for the monthly payment to Lender of one twelfar of the yearly premium installments for hazard insurance on the Property, and (ii) Bozrower'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 foss 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 Leider for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- 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,
- If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become

PHA Multistate Condominium Rider - 2/91

-580 (#103)

VMP MORTGAGE FORMS * (313)283-8100 * (800)821-7281

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

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

NICHOLUS Branco (Scal) NICHOLUS BRAGGO -Borroyan TO CALL A SCALL (Scal) HICHARD O. APPENE -Borrowar	MARY A GAYNE (Seal)
NTCOM AB BRAGGO Horroym	MARY A MAYNE -Borrower
HTCHARD II. PURNE LOGGER, 1804 (Seal)	(Seal)
RTCHABD Q. JOSENE - Borrower	-Barrower
ISpace Below This Line Re	-Harrower
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PARCEL 1: UNIT NUMBER 2409 IN THE STREETERVILLE CENTER CONDOMINIUM, DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: ALL OF THE PROPERTY AND SPACE LYING ABOVE AND EXTENDING UPWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 119.30 FEET ABOVE CHICAGO CITY DATUM (AND WHICH IS ALSO THE LOWER SURFACE OF THE FLOOR SLAB OF THE MINTH FLOOR, IN THE 26 STORY BUILDING SITUATED ON THE PARCEL OF LAND HEREINAFTER DESCRIBED) AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD OF A PARCEL OF LAND COMPRISED OF LOTS 20 TO 24 AND A.OT 25 (EXCEPT THAT PART OF LOT 25 LYING WEST OF THE CENTER OF THE PARTY WALL OF THE BUILDING NOW STANDING THE DIVIDING LINE BETWEEN LOTS 25 AND 26), TOGETHER WITH THE PROPERTY AND SPACE LYING BELOW SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 119,30 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANT HAVING AN ELEVATION OF 118.13 FEET ABOVE CHICAGO CITY DATUM (AND WHICH PLANE CONCIDES WITH THE LOWEST SURFACE OF THE ROOF SLAB OF THE B STORY BUILDING STUATED UP SAID PARCEL OF LAND) AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD OF THE SOUTH 17.96 FEET OF AFORESAID PARCEL OF LAND, ALL IN THE SUBDIVISION OF THE MEST 394 FEET OF BLOCK 32, (EXCEPT THE EAST 14 FEET OF THE NORTH BO FEET THEREOF), IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANCE 14 EAST OF THE THURD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCIMENT NUMBER 26/317897 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: EASEMENT FOR THE BENEIT OF LOT 25 OF THE RIGHT TO MAINTAIN PARTY WALL AS ESTABLISHED BY AGREEMENT BETWEE, EDWIN B. SHELDON AND HEATON OWSLEY RECORDED AUGUST 11, 1892 AS DOCUMENT 1715549 ON THAT PART OF LOTS 25 AND 26 IN KINZIE'S ADDITION AFORESAID OCCUPIED BY THE WEST 1/2 OF THE PARTY WALL, IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASIMENTS DATED OCTOBER 1, 1981 AND RECORDED OCTOBER 2, 1/81 AS DOCUMENT 26017894 AND AS CREATED BY DEED RECORDED AS DOCUMENT 26017895