REITHE SERVICES # R5-483 (134229)

UNOFFICIAL GC

First Line Plus

Mortgage

THIS MORTGAGE ("Security Instrument") is given on:	APRIL 18	, 19 <u>94_</u> , Tho	mortgagor
			Borrower").
his Security instrument is given to The First National	Hank of Chicago		***************************************
which is a National Bank organized and existing under	r the laws of the Unit	ed States of	America
vhose address is One First National Plaza Chi		_("Lender"). Boti	rower owes
ender the maximum principal sum of	paid amount of all loans ment of even date here incorporated in this Section provides for monthly in Issue Date (as delined in 90 days before the final to time during the Drawin in its sole discretion, it is sole discretion, it is sole discretion, it is ame lien priority as the tevidenced by the Agreent, and all renewals, extent paragraph 6 of this Sance of Borrower's coverals, extensions and mosted above. For this pullbed property located in	ewith executed burity Instrument buterest payments, the Agreement), payment must be aw Period (as deput in no event la ending including ensions and modifications thereotypose, Borrower (as a Cook	y Borrower y reference, with the full The Lender made. The fined in the iter than 20 his Security all principal, ications; (b) it to protect nents under if, all of the does hereby County,
PORT DECORIONION OPE ADMACCING BUILDING BONG	ويوافع معقوره فالرواز جويون يبائي إرامه	erm at although the	Harris (Mary)
and the control of the state of the control of the	្នាស់ក្នុងមា ២០១២១១ម៉ានៅថ	化物学 医热性的 医阿曼特氏管腺 化剂	and the second
The Constitute analysists or commit wests. Become	s persons in the base referen	OT RECORDING	5 70 Martin 14 31.
r sage a salarra and tasis deposé as fractions as (4) i rationity and litt yet because a sala and magnif yet auditor is 40 in the 10 in second	T \$799	P. TRAN 3694 0	5/09/94 09:30:00
a makazona in jungtanian ismo tagatak a makazota (400° e 200° e 200°).	975 - 335.717 973 766 単雄草森	音字 砂碗田 新世	7.4 - 4.3 4 7 7
Durk keren zarekerod pil podr pulkin restilo, broznime in mestil s	្នាស់ មានស្ថាន 📢	the county become	R üer yereş 🔣 🗆
of it is the Property or other avaisable enpotenment of the fact	a ziro seprodi salahe da ier	Ted and State of the	Aug that state the base of
enverse de la company de la	1000年 - 100年 -	TOLK REDA	3789702.10013850
recent a como de contrata de la contrata de como de contrata de contrata de la contrata de contrata de contrata	Carter Carlotter Charles (2) 提出的。	Will & Philips on the	50 Km & 1 6 76
e transcribed bett to projektour oils allie victors likes, sower	is a jet wijon • g nas €	one chini a sette	RDER
and of searchs, rational leading, appears for the older a group to the	राज्य में भूते जुनमञ्जूष्मी करी।	化氯甲基酚 化氯甲基甲基糖基基甲甲	e eerostas
o. A Marconard Rais Roy Societism fine developints specially agreement	oraș a construir a de la construir a		in alt beiggspein – i Beight an se
ermanent Tax Number: 03-04-204-073-1012, ,		THE WILLS THE STATE OF	Constant
which has the address of 1223 ROTH COURT - #140	ur e terenest (* ec. e.)		telety vallations
Illinois 60090 ("Property Address"):	6//	2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
			general series
TOGETHER WITH all the improvements now or hereafter	erected on the proper	nd all easem	ents, rights,
ppurtenances, rents, royalties, mineral, oil and gas righ nsurance, any and all awards made for the taking by eminer	ts and profits, claims water rights a	or demands With	flytures 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".

BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is a prior mortgage from Borrower to MARGARETTEN AND CO. dated 04/16/92 and recorded as document number 92287749

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement.

2. Application of Payments. All payments received by Lender shall be applied first to interest, then to other charges, and then to principal.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, and leasehold payments or ground rents, if any. Upon Lender's request, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. The Borrower shall make these payments directly, and upon Lender's request, promptly furnish to Lender receipts evidencing the payments.

Borrower shall pay, or cause to be paid, when due and payable all taxes, assessments, water charges, sewer charges, license fees and other charges against or in connection with the Property and shall, upon request, promptly furnish to Lender duplicate receipts. Borrower may, in good faith and with due diligence, contest the validity or amount of any such taxes or assessments, provided that (a) Borrower shall notify Lender in writing of the intention of Borrower to contest the same before any tax or assessment has been increased by any interest. penalties or costs, (b) Borrower shall first make all contested payments, under protest if Borrower desires, unless such contest shall suspend the collection thereof; (c) neither the Property nor any part thereof or interest therein are



:00 75%

794

UNOFFICIAL COPY

at any time in any danger of being sold, forfeited, lost or interfered with, and (d) Borrower shall furnish such security as may be required in the contest or as requested by Lender.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property Insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 6.

All insurance policies and renewals shall be acceptable to Lender and shall. Include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice

to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the froi erty damaged, if the restoration or repair is economically feasible, Lender's security is not lessened and Borrower is not in default under this Security instrument or the Agreement. If the restoration or repair is not economically reasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to sectile a claim, then Lender may collect the Insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the

sums secured by this Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Froperty; Borrower's Application; Leaseholds. Borrower shall not destroy, damage, substantially change the Property, allow the Property to deteriorate, or commit waste. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created by this Security Instrument or Lender's security Interest. Corrower may cure such a default and reinstate, as provided in paragraph 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. 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 loans evidenced by the Agreement. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee fully shall not merge unless Lender agrees to the merger in writing.

6. Protection of Lender's Rights in the Property. If Borrower falls to perform the 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, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a time which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees, and ontering on the Property to make

repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph shall become additional det, or 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 Agreement rate and shall be payable, with intelest, upon notice from Lender to Borrower requesting payment.

7. 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.

8. 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, 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.

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.

9. Borrower Not Released; Forbearance By Lender Not a Walver. 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 the 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. A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Agreement, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such

UNOFFICIAL COPY,

Mortgage

walver shall be deemed a continuing walver but all of the terms, covenants, conditions and other provisions of this Security Instrument and of the Agreement shall survive and continue to remain in full force and effect. No walver shall be asserted against Lender unless in writing signed by Lender.

- 10. 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 15. If there is more than one party as Borrower, each of Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement: (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 Agreement without that Borrower's consent.
- 11. 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 parmitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal ewed under the Agreement 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 Agreement.
- 12. Notices. Any notice to 3 orrower 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 uner endress Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's endress 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 pring aph.
- 13. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of Illinois. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.
- 14. Assignment by Lender. Lender may assign at or any portion of its interest hereunder and its rights granted herein and in the Agreement to any person, trust, financira institution or corporation as Lender may determine and upon such assignment, such assignee shall thereupon succeed to all the rights, interests, and options of Lender herein and in the Agreement, and Lender shall thereupon have no further obligations or liabilities thereunder.
- 15. Transfer of the Property or a Beneficial Interest in Burrower; Due on Sale. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's 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 his Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of a celeration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or malled within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument or the Agreement without further notice or demand on Borrower.

- 16. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the entry of a jurigment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which ther would be due under this Security Instrument and the Agreement had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged; and (e) not use the provision more frequently than once every five years. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 15.
- 17. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 17, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 17, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

JANAH YEBUM

adora engliga

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following: (a) Borrower's fraud or material misrepresentation in connection with this Security Instrument, the Agreement or the First Line Plus evidenced by the Agreement; (b) Borrower's failure to meet the repayment terms of the Agreement: or (c) Borrower's actions or inactions which adversely affect the Property or any right Lender has in the Property (but not prior to acceleration under Paragraph 15 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 sums secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument vithout further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in legal proceedings pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Posicocion. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of, and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the crists of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrumen. Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absency of the taking of actual possession of the Property by Lender pursuant to this Paragraph 20. In the exercise of the rowers herein granted Lender, no liability shall be asserted or enforced

against Lender, all such liability being expressly waived and released by Borrower.

My Commission Expires Feb. 11, 1995

21. Release. Upon payment of all sums security instrument, Lender shall release this Security

22. Waiver of Homestead. Borrower waives an right of homestead exemption in the Property.

23. No Offsets by Borrower. No offset or claim that Sorrower now has or may have in the future against Lender shall relieve Borrower from paying any amount due under the Agreement or this Security Instrument or from performing any other obligations contained therein.

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 thir. Security instrument as if the rider(s) were a part of this Security Instrument.

BY SIGNING BELOW, Borrower accepts Instrument and in any rider(s) executed by B	and agrees to the terms and prrower and recorded with the S	covenants contained in this Security Security In it ument.
H. ADAM ALLAN		-Borrower
STACI A. ALLAN		-Borrower
This Document Prepared By: The first National bank of Chicago, S	Relow This Line For Acknowlegment) VERONICA RHODES uite 0482, Chicago, Illinois 606	
STATE OF ILLINOIS, Lake	County ss:	
certify that H. ADAM ALIAN AND STACE A. ALIAN.	, a Notary Public in and	for said county and state, do hereby
personally known to me to be the same pers appeared before me this day in person, delivered the said instrument as \(\frac{1}{2} \) \(\frac{1}{2} \)	and acknowledged that free and voluntary act, for the u	signed and uses and purposes therein set forth.
Given under my hand and official seal, this	do th_day ofApril	
My Commission expires: "OFFICIAL S SHIRLEY A. TI	YLOR	Succession Ongo.



•			,	1
THIS CONDOMINIUM RIDER is made this	18TH	day of APRIL	, 19 94 , and is incorpo	rated into and shall be
deemed to amend and supplement that	certain Mortgage	(the "Security Instr	ument') dated of even date i	erewith, given by the
undersigned (the "Mortgagor") to secure fi				
herewith, between Mortgagor andThe				
(the "Lender") and covering the property de-				RT - #14D
WHEELING, IL 60090		•		(the 'Property').
The Property includes a unit in, together wit	h an undivided inte	rest in the common	·	
				Condominium Project')
If the owners association or other entity wi				
or use of its members or whereholders, the	e Property also inc	iudes Mortgagor's	interest in the Association, in th	ie uses, proceeds and
benefits of Mortgagor's Interest.				

CONDOMINIUM COVERANTS. In addition to the covenants and agreements made in the Security Instrument, Mortgagor and Lender further covenant and agree 2) follows:

- A. <u>Assessments.</u> Mortgagor street promptly pay, when due, all assessments imposed by the Association pursuant to the provisions of the Declaration, by-laws, code of requiritions and any other equivalent documents (the "Constituent Documents") of the Condominium Project.
- B. Hazard Insurance. So long as the Associzion maintains, with a generally accepted insurance carrier, a "master". "blanket", or similar such policy on the Condominium Project, which policy provides insurance coverage against fire, hazards included within the term "extended coverage", and such other hazards as Lenvier may require, and in such amounts and for such periods as Lender may require, the Mortgagor's obligation under the Security Instrumer at maintain hazard Insurance coverage on the Property is deemed satisfied. Mortgagor shall give Lender prompt notice of any tapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in the of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to workgagor are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with the excess if any, paid to Mortgagor.

- C. Lendor's Prior Consent. Mortgagor shall not, except after notice to Lendor and with Lender's prior written consent, partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment of termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or explinent domain;
- (li) any material amendment to the Constituent Documents, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or
- (iii) the effectuation of any decision by the Association to terminate professional management and assume eaf-management of the Condominium Project.
- D. Easements. Mortgagor also hereby grants to the Lender, its successors and assigns, as rights and easements appurtenant to the Property, the rights and easements for the benefit of said Property set forth in the Constituent Documents.

The Security Instrument is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in the Constituent Documents the same as though the provisions of the Constituent Documents were recited and stipulated at length herein.

E. Remedies. If Mortgagor breaches Mortgagor's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the Security Instrument.

IN WITNESS WHEREOF, Mortgagor has executed this Condominium Rider.

=_

たんれている

UNOFFICIAL COPY

LEGAL DESCRIPTION

PARCEL 1:

UNIT 140 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRISED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS 'PARCEL'):

LOTS 12 TO 21 BOTH INCLUSIVE IN GEDAR RUN SUBDIVISION, STING A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, EANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GOOK COUNTY, ICLIVOIS, ACCORDING TO THE PLAT THEREOF REGORDED OCTOBER 1, 1971 AS DOCUMENT NUMBER 21660896 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY TEXTON CORPORATION. A GOPPORATION OF DELAWARE, RECORDED IN THE OFFICE OF THE REGORDER OF COUK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22137084 TOGETHER WITH AN UNDIVISED 2.6289 PERCENT INTEREST IN SAID PARCEL (ENCEPTING FROM SAID PARCEL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DELINED AND SET FORTH IN SAID DECLARATION AND SURVEY)

FARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENETIT OF PARCEL 1 AS SET FORTH IN THE DEGLARATION OF EASEMENT DATED HOVENBER 3, 1972 AND RECORDED NOVEMBER 3, 1972 AS DOCUMENT NUMBER 22109221 IN COOK COUNTY, ILLINOIS.

PINH 03-04-204-073-1012 1223 Ruth Ct # 1410 Wheeling

94444794