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3. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter created 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 fails to maintain coverage described above, Lender may, in Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, which shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give Lender all receipts and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier, and Lender may require proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied as follows in the event of the Property damaged: (1) the restoration or repair is economically feasible and Lender's security is insured; (2) the cost of such repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the debt secured by this Security Instrument; whether or not then due, with any excess paid to Borrower; if Borrower abandons the Property, or does not advise within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds; Lender may use the proceeds to repair or restore the Property or to pay debts secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds for 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 the payments. If under paragraph 11 the Property is acquired by Lender, Borrower's rights and insurance policies and proceeds relating to damage to the Property prior to the acquisition shall pass to Lender to the extent of the value secured by this Security Instrument immediately prior to the acquisition.

4. **Occupancy, Preservation, Maintenance and Protection of the Property.** Borrower's Loan Application, Leasehold, 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 Lender otherwise agrees in writing, which term shall not be unreasonably withheld or altered, including extraordinary circumstances, which are needed to protect a control. Borrower shall not allow the Property to become vacant for any period of time, allow the Property to deteriorate or to contain water on the Property, and shall be responsible for the maintenance, repair, renovation or proceeding, whether real or personal, is begun as a result of Lender's interest in the Property, including the maintenance of the Property or otherwise materially impact the interests in this Security Instrument, including any judgments, liens or claims. Borrower shall cure such a default and maintain as provided in paragraph 4 of the loan application, which shall be processed with priority that, in Lender's good faith determination, prevents foreclosure of the Borrower's interest in the Property or other material impairment of the loan created by this Security Instrument or Lender's security interest. Borrower shall, during the loan application process, provide Lender with any material information not previously provided to Lender, including any judgments, liens or claims, and shall represent and warrant that Borrower's occupancy of the Property is in compliance with all applicable laws, ordinances, rules, regulations, codes and other governmental requirements and shall comply with all the provisions of the lease of the Property, which shall not merge into and shall survive the leasehold and the fee title shall not merge into and shall survive the leasehold.

5. **Protection of Lender's Rights in the Property.** If there is a legal proceeding, including a foreclosure proceeding, involving this Security Instrument or there is a legal proceeding involving the Property or the mortgage, Lender may, at Lender's option, proceed in bankruptcy, proceed for a judgment on a mortgage, or take any other legal action, whether or not Lender is obligated to do so, to pay for whatever is necessary to protect the rights in the Property and Lender's rights in the Property, including, without limitation, paying ad valorem taxes secured by a lien, including any lien on the Property, including any lien on the Property, including any reasonable expenses, fees and charges, to the Property or make repairs. Although Lender may, at Lender's option, proceed in bankruptcy, Lender does not have to do so.

Any amount disbursed by Lender under this paragraph 5 that becomes due in a default of Borrower shall be due to the Security Instrument. Unless Borrower and Lender agree in writing, such payments shall always charge interest from the date of disbursement at the Note rate and shall be payable, with interest, upon demand from Lender to the next requested payment.

6. **Mortgage Insurance.** If Lender requires mortgage insurance, with a condition of making the loan in this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance. Lender shall not be responsible for mortgage insurance coverage required by law or governmental entities. If Lender shall require mortgage insurance, Lender shall obtain coverage substantially equivalent to the mortgage insurance provided to the borrower by the mortgage lender in the course of the mortgage insurance policy. If the mortgage insurance policy is not available, Lender may obtain mortgage insurance from a substantially equivalent mortgage insurer. Borrower shall pay Lender's mortgage insurance premium when the annual coverage amount is due. Lender will accept and retain these payments as a loan reserve in lieu of mortgage insurance. Lender does not have to do so.

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payments and interest thereon to the extent of the proceeds of the sale of the Property under the terms of the Security Instrument. The Lender shall have the right to require the Borrower to provide evidence of the Borrower's ability to pay the debt secured by the Security Instrument. The Lender shall not be bound by any insurance policy or policies with any carrier or carriers between the Borrower and Lender or any other party.

9. **Inspection.** Lender or its agent may make such inspections, measurements and inspections of the Property as Lender shall deem proper in the event of any dispute as to the condition of the Property or the cause for the inspection.

10. **Construction.** The proceeds of the loan secured by this Security Instrument shall be used for the construction, reconstruction or other taking of any part of the Property or the construction of any improvements thereon, and shall be paid to Lender.

In the event of a foreclosure of the Property, the proceeds of the sale of the Property shall be used by the Lender to pay the debt secured by the Security Instrument. If the proceeds of the sale of the Property are insufficient to pay the debt secured by the Security Instrument, the Lender shall have the right to require the Borrower to provide evidence of the Borrower's ability to pay the debt secured by the Security Instrument. The Lender shall not be bound by any insurance policy or policies with any carrier or carriers between the Borrower and Lender or any other party.

11. **Borrower Not Released.** The Borrower shall remain liable for the debt secured by this Security Instrument until the debt is paid in full. The Borrower shall not be released from its obligation to pay the debt secured by this Security Instrument until the debt is paid in full.

12. **Successors and Assigns Bound.** Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower.

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 which may be collected in connection with the loan exceed the permitted limit, then (a) any such loan charges in excess of the permitted limit shall be reduced to the permitted limit and (b) any sums already collected from Borrower which exceed the permitted limit will be refunded to Borrower. Lender may choose to waive this refund by reducing the principal owed under the Note or by making any 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. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by first class mail or by first class mail unless applicable law requires use of another method. The notice shall be delivered to the Borrower's address or any other address Borrower designates in notice to Lender. Any notice to Lender shall be given to Lender at the 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.** This Security Instrument shall be governed by the law of the State of California. In the event that any provision of this Security Instrument or the Note is held to be invalid, void or unenforceable under applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which are 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 confirmed copy of the Note and of this Security Instrument.

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17. Transfer of the Property or a Beneficial Interest in Borrower. 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, such as a Limited Liability Company) prior to the expiration of the term of this Security Instrument, 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 local law or if the sale of this Security Instrument

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed 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 exercise any remedies provided by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right of Redemption. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of 90 days or such other period as applicable law may specify for redemption, before sale of the Property pursuant to any power of sale contained in this Security Instrument, or the entry of a judgment enforcing this Security Instrument. These conditions are: (a) the Borrower has paid all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) the Borrower has cured any default of any other covenants or agreements contained in this Security Instrument; and (c) the Borrower has paid all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees and disbursements, such action as Lender may reasonably require to enforce this Security Instrument. Lender's rights in the Property and Borrower's obligations to pay the sums secured by this Security Instrument shall continue unchanged if payment is made by Borrower. This Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to redeem shall not apply in the case of acceleration under paragraph 17.

19. Split of Note, Change of Loan Servicer. The Note and a portion hereof in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the loan servicer, as the "Loan Servicer," that collects monthly payments due under the Note and this Security Instrument. There may also be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in a conformance with paragraph 4 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain all other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence on, or disposal, storage, use, release, or other activity involving Hazardous Substances on or in the Property. Borrower shall not allow anyone other than an authorized party to be on the Property that is in violation of any Environmental Law. The foregoing will not constitute an agreement to provide coverage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate for normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, civil or criminal, or other action by a governmental or regulatory agency in connection with the Property and any Hazardous Substances, or any other activity involving Hazardous Substances, of which Borrower has actual knowledge. If Borrower causes or permits any prohibited activity, or is responsible for the commission of any Hazardous Substances affecting the Property, or otherwise, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined in applicable state or federal Environmental Law and the following substances: asbestos, lead-based paint, polychlorinated biphenyls, and polynuclear aromatic hydrocarbons. "Environmental Law" means federal, state or local laws, regulations, codes, ordinances, or other governmental provisions that relate to hazardous substances or environmental protection.

NON ENFORCEMENT COVENANTS. Borrower and Lender hereby agree that the following shall not be enforceable:

21. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that are subject to acceleration under paragraph 17 and 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 redeem after acceleration and the right to assert in the foreclosure proceeding the non-occurrence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is 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 without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of this instrument.

22. Release Upon Payment of All Sums Secured by this Security Instrument. Lender shall release this Security Instrument and the obligations secured hereby upon payment of all sums secured by this Security Instrument. Borrower shall pay any reasonable costs of release.

23. Waiver of Remedies. Borrower waives all rights of homestead exemption in the Property.

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24. Where this Security Instrument is a mortgage, the provisions of Sections 9-1.1 and 9-1.2 of the Illinois Security Instrument Act, as amended, shall be interpreted and applied in conjunction with this Security Instrument, the provisions and agreements of each such rider shall be interpreted and applied as if the rider were a part of this Security Instrument.

Check applicable boxes:

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Note
- V.A. Rider
- Reverse Mortgage Rider
- Planned Unit Development Rider
- Site Improvement Rider
- Other (Specify):
- 1st Party Rider
- Escrow Payment Rider
- Second Home Rider

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

Witness

*William K. Sloan*  
WILLIAM K. SLOAN

Spouse  
Borrower

Witness

*Jennifer Sloan*  
JENNIFER SLOAN

Spouse  
Borrower

Spouse  
Borrower

Spouse  
Borrower

STATE OF ILLINOIS, County of COOK

*Andrew Scott*

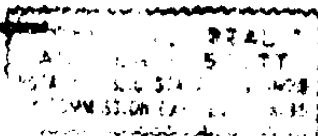
County as

Notary Public in and for said

county and state do hereby certify that  
WILLIAM K. SLOAN AND JENNIFER SLOAN, HUSBAND AND WIFE

personally known to me to be the same persons whose names 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 20 day of

My Commission Expires



*Andrew Scott*  
Notary Public

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ADJUSTABLE RATE RIDER  
(1 Year Treasury Index - Rate Cap)

6122921

This ADJUSTABLE RATE RIDER is made this 20TH day of JULY 1984 and is incorporated into and shall be deemed to amend and supplement the Mortgage Loan or Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

NBD MORTGAGE COMPANY

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

1904 NORTH BEDONICK, CHICAGO, ILLINOIS 60614

(Priority 100-001)

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:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.500%. The Note provides for changes in the interest rate and the monthly payments, as follows:

1. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the last day of [blank] 1984 and on that day every 12th month thereafter. Each date on which my interest rate should change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The index is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding [blank] ANNUAL PERCENTAGE RATE (APR) THREE POINTS (3.000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section (D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the unpaid principal that I am expected to owe at the Change Date in full at the maturity date at my new interest rate in approximately equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than [blank] or less than 7.500%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 11.750%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will either in mail or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law, the plan name and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Chapter 17 of the Security Instrument is amended to read as follows:

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the interests in any interest in it is sold or transferred by 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 any sums secured by this Security Instrument. However, this option shall not be exercised if Lender exercises a right to be submitted to Lender information regarding the transfer to include the intended transferee(s), a new title insurance policy made to the transferee(s) and the Lender reasonably determines that Lender's security will not be impaired. It is the Borrower's obligation and that the sale of a portion of any covenant or agreement in this Security Instrument is subordinate to Lender.

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To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to the sale of a contract to the lessor. Lender may also require the transferee to sign an assignment agreement that is subordinate to the note and that obligates the transferee to keep all the provisions and agreements made in the note and in the Security Instrument. Borrower will continue to be obligated under the note and the Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 20 days from the date the notice is delivered or mailed, with which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may enforce any remedies permitted by the Security Instrument without further notice or demand on Borrower.

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BY SIGNING BELOW, Borrower (s) and agreed to the terms and conditions contained in this Adjustable Rate Rider

  
WILLIAM X. SLOAN  
Borrower

  
[unclear]  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 20th day of July, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage Loan Agreement and the Security Instrument of the same date given by the undersigned of the Bank of America, National Association, as Lender, to the Borrower's Branch, BREGANZA COMPANY, a DELAWARE CORPORATION, of the name and address of the Property described in the Security Instrument and to consist of 1904 N BREGANZA, CHICAGO, IL 60614.

Property Address:

The Property includes a unit, together with an undivided interest in the common areas, located at 1904 N BREGANZA, CHICAGO, IL 60614.

The Condominium Project is the project, as defined in the Condominium Act, 765 ILCS 605/1-1, and the Condominium Association is the association of owners of the units in the Project, as defined in the Condominium Act, 765 ILCS 605/1-1.

CONDOMINIUM COVENANTS In addition to the covenants set forth in the Condominium Act, 765 ILCS 605/1-1, the Condominium Association shall be bound by the following:

A. Condominium Obligations The Borrower shall pay to the Lender, as a condition of the Loan, the Project's Condominium Association's dues, assessments, and other charges, including but not limited to the Project's maintenance fund, which are due to the Project's Condominium Association, and shall promptly pay when due all such assessments imposed pursuant to the Condominium Act.

B. Hazard Insurance The Borrower shall maintain, as a condition of the Loan, hazard insurance covering the Property, including but not limited to the Project's Condominium Association's building, and shall pay the premium for such insurance, including but not limited to the Project's Condominium Association's building, and shall pay the premium for such insurance, including but not limited to the Project's Condominium Association's building.

C. Hazard Insurance The Borrower shall maintain, as a condition of the Loan, hazard insurance covering the Property, including but not limited to the Project's Condominium Association's building, and shall pay the premium for such insurance, including but not limited to the Project's Condominium Association's building.

D. Hazard Insurance The Borrower shall maintain, as a condition of the Loan, hazard insurance covering the Property, including but not limited to the Project's Condominium Association's building, and shall pay the premium for such insurance, including but not limited to the Project's Condominium Association's building.

E. Hazard Insurance The Borrower shall maintain, as a condition of the Loan, hazard insurance covering the Property, including but not limited to the Project's Condominium Association's building, and shall pay the premium for such insurance, including but not limited to the Project's Condominium Association's building.

F. Hazard Insurance The Borrower shall maintain, as a condition of the Loan, hazard insurance covering the Property, including but not limited to the Project's Condominium Association's building, and shall pay the premium for such insurance, including but not limited to the Project's Condominium Association's building.

G. Hazard Insurance The Borrower shall maintain, as a condition of the Loan, hazard insurance covering the Property, including but not limited to the Project's Condominium Association's building, and shall pay the premium for such insurance, including but not limited to the Project's Condominium Association's building.

H. Hazard Insurance The Borrower shall maintain, as a condition of the Loan, hazard insurance covering the Property, including but not limited to the Project's Condominium Association's building, and shall pay the premium for such insurance, including but not limited to the Project's Condominium Association's building.

I. Hazard Insurance The Borrower shall maintain, as a condition of the Loan, hazard insurance covering the Property, including but not limited to the Project's Condominium Association's building, and shall pay the premium for such insurance, including but not limited to the Project's Condominium Association's building.

J. Hazard Insurance The Borrower shall maintain, as a condition of the Loan, hazard insurance covering the Property, including but not limited to the Project's Condominium Association's building, and shall pay the premium for such insurance, including but not limited to the Project's Condominium Association's building.

K. Hazard Insurance The Borrower shall maintain, as a condition of the Loan, hazard insurance covering the Property, including but not limited to the Project's Condominium Association's building, and shall pay the premium for such insurance, including but not limited to the Project's Condominium Association's building.

L. Hazard Insurance The Borrower shall maintain, as a condition of the Loan, hazard insurance covering the Property, including but not limited to the Project's Condominium Association's building, and shall pay the premium for such insurance, including but not limited to the Project's Condominium Association's building.

M. Hazard Insurance The Borrower shall maintain, as a condition of the Loan, hazard insurance covering the Property, including but not limited to the Project's Condominium Association's building, and shall pay the premium for such insurance, including but not limited to the Project's Condominium Association's building.

N. Hazard Insurance The Borrower shall maintain, as a condition of the Loan, hazard insurance covering the Property, including but not limited to the Project's Condominium Association's building, and shall pay the premium for such insurance, including but not limited to the Project's Condominium Association's building.

O. Hazard Insurance The Borrower shall maintain, as a condition of the Loan, hazard insurance covering the Property, including but not limited to the Project's Condominium Association's building, and shall pay the premium for such insurance, including but not limited to the Project's Condominium Association's building.

P. Hazard Insurance The Borrower shall maintain, as a condition of the Loan, hazard insurance covering the Property, including but not limited to the Project's Condominium Association's building, and shall pay the premium for such insurance, including but not limited to the Project's Condominium Association's building.

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DEPT-01 RECORDINGS  
7#9999 THRU 2524 01/18/94 TO 02-14-94  
#4036 # 4-94  
COOK COUNTY RECORDER

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TICOR TITLE INSURANCE COMPANY

Commitment No.: CH298642

SCHEDULE A - CONTINUED

## EXHIBIT A - LEGAL DESCRIPTION

### PARCEL A:

UNIT 1904 N. SEDGWICK, AS DELINEATED ON THE PLATS OF SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE:

#### PARCEL 1:

LOTS 26 TO 33 IN DOGGETT AND HILL'S SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

#### PARCEL 2:

LOT 1 (EXCEPT THAT PART THEREOF DEDICATED FOR PUBLIC ALLEY) IN THE SUBDIVISION OF LOTS 20 TO 25, BOTH INCLUSIVE, IN SUBDIVISION OF BLOCK 40 OF CANAL TRUSTEES' SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO KNOWN AS LOT 10 AND THE NORTH 1 FOOT OF LOT 21 IN DOGGETT AND HILL'S SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

#### PARCEL 3:

THE VACATED NORTH/SOUTH PUBLIC ALLEY, LYING DUE EAST OF AND ADJACENT TO LOTS 26, 27, 28, 29 AND 30 OF THE SUBDIVISION OF BLOCK 40 OF CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THE EAST 88 FEET OF THE SOUTH 50 FEET OF LOT 3 AND THE EAST 80 FEET (EXCEPT THE SOUTH 50 FEET) OF LOT 3 IN SUBDIVISION OF LOTS 20 TO 25, BOTH INCLUSIVE, IN SUBDIVISION OF BLOCK 40 OF CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



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TICOR TITLE INSURANCE COMPANY

Commitment No.: CH298642

SCHEDULE A - CONTINUED

## LEGAL DESCRIPTION CONTINUED

### PARCEL 5:

LOT 2 AND THAT PART OF LOT 3 BEGINNING AT A POINT 88 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH 50 FEET; THENCE EAST 6 FEET, THENCE NORTH 38 FEET TO THE NORTH LINE OF SAID LOT; THENCE WEST 41 FEET TO THE WEST LINE OF SAID LOT; THENCE SOUTH 82 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE EAST 35 FEET ON THE SOUTH LINE OF SAID LOT TO THE PLACE OF BEGINNING, IN THE SUBDIVISION OF LOTS 20 TO 25, BOTH INCLUSIVE, IN DOGGETT AND HILL'S SUBDIVISION OF BLOCK 40 IN THE CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

### PARCEL 6:

THE WEST 2 FEET OF THE EAST 82 FEET OF LOT 3 (EXCEPT THE SOUTH 50 FEET OF SAID LOT 3) IN THE SUBDIVISION OF LOT 20 TO 25, BOTH INCLUSIVE, IN DOGGETT AND HILL'S SUBDIVISION OF BLOCK 40, IN THE CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS. (HEREINAFTER REFERRED TO AS "PARCEL"), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 15, 1986, AND KNOWN AS TRUST NUMBER 67071 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 87,336,241, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY AS AMENDED FROM TIME TO TIME.

### PARCEL B:

PARKING SPACE P1904, A LIMITED COMMON ELEMENT APPURTENANT TO UNIT 1904 N. SEDGWICK, AS DEFINED AND SET FORTH IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM, AS AMENDED FROM TIME TO TIME.

END OF SCHEDULE A

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