STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

23	15, 19 <u>94</u> Signa	Mint 1	ALLU	KKI-
Dated April	13, 19 <u>94</u> Signa	ature: / //w// c	7	
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Subscribed and sw me by the said Age this 15th day of 19 94. Notary Public	ent .	terti/	ki k	OFFICIAL SHALT & Michael Wexler & Samuel Wexler & Samuel Blinois & Samuel
a partnership aut estate in Illinoi to do business or the State of Illi	t or assignment of person, an Illim business or acquire and holinois.	of beneficial indic corporation in a corporation in a corporation in a corporation in a corporate construction in a corporate corporation corporate corp	interest in on or foreign title to read the interest had hold as a person at estate under the interest had been as a person at estate under the interest had been as a person at estate under the interest had been as a person at estate under the interest had been as a person at the interest had been at the i	a land trust is n corporation l estate in Illinois d title to real and authorized
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		Grant	iee or Agent	
Subscribed and sw me by the said A this 15th day 7 19 94 .	gent	······································		"OFFICIAL SEAL" Michael Wexler Notary Public, State of Illinois My Cogunission Expires 12/7/94
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NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Atach to deed or ABI to be recorded in Cook County, Illinois, if exempt unde: the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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

TOGETHER WITH all the improvement; now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

- I. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any: (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly montgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for polding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be equired to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. It the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall cromptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Londer under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender: (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property 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 fails 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 7.

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 Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible 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 onswer 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 sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Portower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the conthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 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.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to decupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. 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. Borrower may cure such a default and reinstate, as provided in paragraph 18, by clusing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the 3-rrower'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 loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the cover ants 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 forfeiture 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 lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action upper this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoner by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damage. Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payment; referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument; only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument: (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sees maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.



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Property of Cook County Clerk's Office

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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) 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 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 invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. 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 earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had 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; and (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. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall continue unchanged. Upon reinstatement by Borrower, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest 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 entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address of which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cluse 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 may 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 20, "Hazardous Substances" are those substances define I as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable of toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and rediocitive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where we property is located that relate to health, safety or environmental protection.

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

- 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 (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum 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 non-existence 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 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 title evidence.
- 22. 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.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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24. Riders to this Security Instrument	. If one or more r	iders are executed by	Borrower and recorded toget	ther with this			
Security Instrument, the covenants and agreer	nents of each such	rider shall be incorpor	ated into and shall amend an	d supplement			
the covenants and agreements of this Security	Instrument as if th	e rider(s) were a part o	of this Security Instrument.				
[Check applicable box(es)]							
Adjustable Rate Rider	Condominium	n Rider	☐ 1-4 Family Rider				
Graduated Payment Rider		Development Rider	Biweekly Payment Ric	der			
Balloon Rider	Rate Improve	•	Second Home Rider				
V.A. Rider	Other(s) [spec						
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BY SIGNING BELOW. Borrower accep	is and agrees to th	e terms and covenants	contained in this Security In	strument and			
in any rider(s) executed by Borrower and reco	rded with it.	Λ	ń				
Witnesses:		I to n					
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subscribed to the foregoing instrument, appear		layon ∞rson, and acki	nowledged that The	, ,			
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THAT PART OF LOT 11 IN MEMBERRY ESTATE TRUSTEES SUBDIVISION OF LOT 5 IN SLOCK 16 IN BUSHMELL'S ADDITION TO CHICAGO, BEING THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER HITH PART OF BLOCK 5 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/2 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZORTAL PLANE 45.08 FEET ABOVE CHICAGO CITY DATUM AND SEING BOUNDED AND DESCRIBED AS FOLLOWS:

THE SOUTH 23.42 FRET OF THE MORTH 140.65 FEET, BOTH AS MEASURED AT RIGHT ANGLES TO THE MORTH LINE THEREOF, OF THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE DUE NORTH ALONG THE WEST LINE OF SAID LOT 11, 91.18 FEET, (THE WEST LINE OF SAID LOT 11 MAVING AN ASSUMED BEARING OF DUE NORTH FOR THIS LEGAL DESCRIPTION); THENCE DUE EAST, 118.78 FEET TO A POINT FOR THE POINT OF SEGINNING OF THE TRACT OF LAND HEREIN DESCRISSO, THENCE DUE NORTH 15.15; FEET; THENCE NORTH 45 DEGREES EAST, 1 88 FEET; THENCE DUE NORTH, 14.54 PAST; THENCE NORTH 45 DEGREES WEST, 1.68 PEST; THENCE DUE NORTH, 29.64 FEET; THENCE NORTH 45 DEGREES EAST, 1.88 FEET; THENCE DUE NORTH, 14.54 FEST; THENCE MORTH 47 DEGREES WEST, 1.88 FEST; THENCE DUE MORTH, 15.15 FEST; THERCE DUE EAST, 3.42 (2)T; THENCE DUE NORTH, 14.49 FEET; THENCE NORTH 45 DEGREES EAST, 1.60 FEET; THENCE DUE NORTH, 14.54 FEET; THENCE MORTH 45 DEGREES WEST, 1.60 FEET: THENCE DUE MORTH, 15.75 FEET; THENCE DUE EAST, 62.50 FEET; THENCE DUE SOUTH, \$7.17 FEET; THENCE SOUTH 45 DEGREES HEST, 4.84 FEET; THENCE DUE SOUTH, 20.0 FEET; THENCE SOUTH 45 DEGREES EAST, 4.84 FEET; THENCE DUE SOUTH, 20.0 FEET; THENCE SOUTH 45 DEGREES MEST, 4.84 FERT; THENCE DUE SOUTH, 20 0 FRET; THENCE SCUTH 45 DEGREES EAST, 4.84 FRET; THENCE DUE SOUTH, 9.67 FEET; THENCE DUE EAST, 2.67 FEST; THENCE DUE SOUTH, 24.08 FEST, THENCE DUE WEST, 16.34 FEST; THENCE DUE SOUTH 4.40 FEET; THENCE DUE HEST, 22.67 FIFE; THENCE DUE NORTH 4.40 FEET TO A POINT 148.36 FEET EAST OF THE WEST LINE OF SAID LOT 11, SAID POINT BEING ON A LINE DRAWN AT RIGHT ANGLES TO SAID HEST LINE OF LOT 11 AT A POINT 67.76 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 11; THINCE DUE WEST, 5.48 FRET; THENCE DUE MORTH, 0.33 FEET; THENCE DUE HEST, 15.84 FELT, THENCE DUE NORTH, 1.14 FEET TO A POINT 127.04 FRET EAST OF THE WEST LINE OF SAID LOT 11, SAID POINT BEING ON A LINE DRAWN AT RIGHT ANGLES TO SAID WEST LINE OF LOT 1/2 AT A POINT 69,23 FEET NORTH OF THE SOUTHWEST CORNER OF BAID LOT 11; THENCE DUE HEST, 0.84 FEET; THENCE DUE NORTH 6.13 FEET, THENCE MORTH , 45 DEGREES WEST, 1.88 FEET, THENCE DUE NORTH, 14.49 FEET; THENCE DUE WEST, 5.09 FEET TO THE POINT OF BEGINNING

ALSO

PARCEL 2:

EASEMENT FOR THE SEMENT OF PARCEL 1, AS CREATED BY THE DECLARATION RECORDS JULY 6, 1971 AS DOCUMENT NUMBER 21535472, AND BY AMENDMENT RECORDED AUGUST 10, 1973 AS

Property of Cook County Clerk's Office

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DOCUMENT NUMBER 22434279, BOTH HADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 22993, FOR THE CONTINUING SUPPORT OF THE TOWNHOUSES ON PARCEL 1 BY THE OUTER ROOF SURFACE OF THE PARKING GARAGE CONSTRUCTED ON THAT PART OF THE FOLLOWING DESCRIBED LAND AND SPACE BELOW A HORIZONTAL PLANE 45.08 FEET ABOVE CHICAGO CITY DATUM AND WHICH IS INDICATED IN EXHIBIT "5" ATTACHED TO THE DOCUMENT NUMBER 21535472 AFORESAID:

- (A) LOTS 1 TO 11, INCLUSIVE, IN HEMBERRY ESTATE TRUSTEES' SURDIVISION OF LOT 5 IN BUSHMELL'S SOUTH ADDITION TO CHICAGO, BEING THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOR COUNTY, ILLINOIS
- (B) THE VACATED ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 TO 4, INCLUSIVE, NORTH OF AND ADJOINING LOT 11, AND WEST OF AND ADJOINING LOT 10 IN NEWBERRY ESTATES TRUSTERS' SUBDIVISION APORTS/AD
- (C) BLOCK 5 IN CANAL TRUSTERS' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, SAME 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 3:

EASEMENT FOR THE BEHEFIT OF PARCEL 1, AS CREATED BY THE DECLARATION RECORDED JULY 6, 1971 AS DOCUMENT NUMBER 21535472, AND ST AMENDMENT RECORDED AUGUST 10, 1973 AS DOCUMENT NUMBER 22434279, BOTH MADE BY AMURICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTES UNDER TRUST NUMBER 29997, FOR INGRESS AND EGRESS TO AND FROM THE TOWNHOUSES ON PARCEL 1, UPON AND THROUGH THAT PORTION OF THE FOLIABLE DESCRIBED LAND AND SPACE WHICH IS DIRECTLY SELOW PARCEL 1, AND UPON AND THROUGH SUCH OTHER PORTION OF SAID LAND AND SPACE BELOW A HORIZONTAL PLANE 45.78 FEET ABOVE CHICAGO CITY DATUM AS MAY BE NECESSATY FOR SUCH ACCESS:

- (A) LOTS 1 TO 11, INCLUSIVE, IN HEMBERRY SSTATE TRUSTERS' SUBDIVISION OF LOT 5 IN SLOCK 16 IN BUSHNELL'S ADDITION TO CHICAGO, BEING THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 HORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
- (E) THE VACATED ALLEY LYING SOUTH OF AND ADJOINING LOT 1 TO 4, INJUSTICE, HORTH OF AND ADJOINING LOT 11 IN HEST OF AND ADJOINING LOT 10 IN HEWBERRY ESTATE TRUSTEES' SUBDIVISION AFORESAID
- (C) BLOCK 5 IN CANAL TRUSTESS' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS IN COOK COUNTY, ILLINOIS.

UNOFFICIAL

LOAN NO.930-655287

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this day of 1993 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

CENTURION FINANCIAL GROUP, INC., AN ILLINOIS CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1000 W. STATE ST. #6 CHICAGO ILLENOIS 60610

[Property Address]

The Property includes but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain comploy areas and facilities, as described in

COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Deciaration").

The Property is a part of a planted unit development known as 1000 STATE STREET

Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses. benefits and proceeds of Borrower's interest.

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

- A. PUD Obligations. Borrower shall perform al o Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is sauffactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 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 provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

MULTISTATE PUD RIDER - Single Family - Familie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3150 9/90

19ST8A8000655287



VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

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LOAN NO.930-655287

- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Leoder;
- (iii) ermination of professional management and assumption of self-management of the Owners Association; or
- (iv) any ration which would have the effect of rendering the public liability insurance coverage maintained by the Own is association unacceptable to Lender.
- F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement as the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and 2 roes to the terms and provisions contained in this PUD Rider.

Lewn M. Lewn	
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LEWIS M. LEVIN	-Borrowe
Farme & Lever	(Seal
ROZANNE B. LEVIN	-Волгоже
<u> </u>	(Seal)
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	(Seal)
	-Borrower

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