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DEPT-01 RECORDING \$27.50
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\$9438 RC *-96-414180
COOK COUNTY RECORDER

27.50

SPECIAL WARRANTY DEED Individual

THIS INDENTURE, made this 23rd day of May, between **HIGHPOINT APARTMENTS LIMITED PARTNERSHIP**, a limited partnership created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, party of the first part and **PAULA DECKER of 517 Chestnut, Bloomington, Illinois** party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of TEN & 00/100 Dollars and other good and valuable consideration in hand paid, by the party of the second party, the receipt whereof is hereby acknowledged, by these presents does hereby **REMISE, RELEASE, ALIEN AND CONVEY** unto the party of the second part, **FOREVER**, all the following described real estate, situated in the County of Cook and State of Illinois known and described as follows to wit:

PARCEL 1:

UNIT NUMBER 1950-A IN THE HUNTINGTON CLUB II CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

BLOCK 14, IN HUNTINGTON CLUB, BEING A SUBDIVISION IN PARTS OF SECTIONS 5 AND 8, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF, RECORDED NOVEMBER 15, 1993 AS DOCUMENT NUMBER 93924435, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM, RECORDED SEPTEMBER 27, 1994, AS DOCUMENT NUMBER 94839138 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, OVER, THROUGH AND UPON THE LAND DESCRIBED IN THAT DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR HILLDALE ROAD ASSOCIATION DATED AS OF SEPTEMBER 1, 1975 AND RECORDED AND FILED RESPECTIVELY AS DOCUMENT NUMBER 25214474 AND LR 3143390, FOR THE PURPOSE OF REASONABLE INGRESS AND EGRESS TO AND FROM ALL OR ANY PART OF PARCEL 1 AND OTHER PROPERTIES AS THEREIN DESCRIBED.

PARCEL 3:

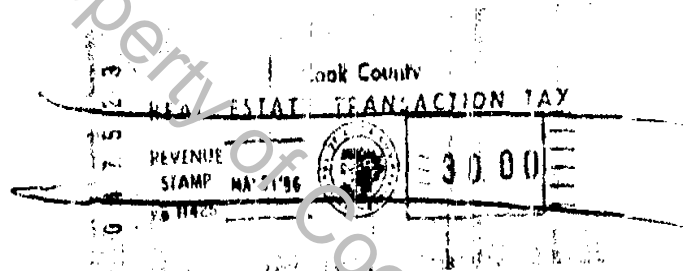
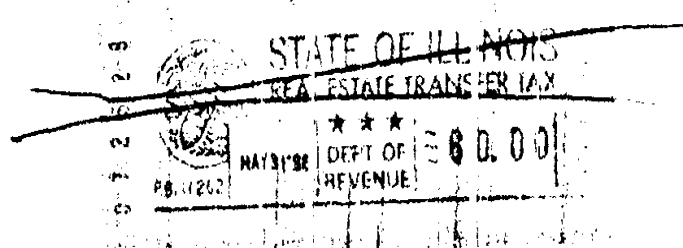
PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1 THROUGH 10, OVER THROUGH AND UPON THE COMMON AREAS AND COMMUNITY FACILITIES AS DESCRIBED IN THAT DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HUNTINGTON CLUB MASTER HOMEOWNERS ASSOCIATION RECORDED NOVEMBER 18, 1993 AS DOCUMENT NUMBER 93943916 FOR THE PURPOSES SET FORTH THEREIN.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

P.I.N. 07-08-109-071-1017

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This Deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declarations the same as though the provisions of said Declaration were recited and stipulated at length herein.

P.I.N. 07-03-109-071-1017

TO HAVE AND TO HOLD the said premises as above described, unto the party of the second part, forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree to and with the party of the second part, and successors, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be in any manner encumbered or charged, except as herein recited; and that it **WILL WARRANT AND DEFEND**, the said premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to:

SUBJECT TO: (a) covenants, conditions, and restrictions of record; (b) terms, provisions, covenants, and conditions of the Declaration of Covenants, Conditions, Restrictions, and Easements for Huntington Club Master Homeowners' Association ("Declaration of Homeowners' Association") and all amendments, if any, thereto; (c) Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Huntington Club II Condominium Association ("Declaration of Condominium Association") and all amendments, if any, thereto (said Declaration of Homeowners' Association and Declaration of Condominium Association sometimes hereinafter collectively referred to as "Declarations"); (d) private, public, and utility easements, including any easements established by or implied from the Declarations or amendments thereto, and roads and highways, if any; (e) party wall rights and agreements, if any; (f) limitations and conditions imposed by the Condominium Property Act; (g) special taxes or assessments for improvements not yet completed; (h) any unconfirmed special tax or assessment; (i) installments not due at the date hereof for any special tax or assessment for improvements heretofore completed; (j) mortgage or trust deed specified below, if any; (k) general taxes for the second installment of 1995 and subsequent years; (l) installments due after "closing" (as hereinafter defined) of assessments established pursuant to the Declarations; (m) applicable zoning and building laws and ordinances and other ordinances of record; (n) encroachments, if any; (o) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; and (p) leases and licenses affecting the Common Elements; (q) existing tenant lease.

IN WITNESS WHEREOF, said party of the first part of its general partner has caused its name to be signed to these presents by its Vice President and attested by its Assistant Secretary, the date and year first above written.

HIGHPOINT APARTMENTS LIMITED
PARTNERSHIP, an Illinois limited partnership
BY: PCGPI CORPORATION
General Partner
BY: INLAND REAL ESTATE INVESTMENT
CORPORATION
Its Authorized Representative

ATTEST:

BY: Sharon Anderson
Its Assistant Secretary

BY: VP Aralushy
Its: VICE PRESIDENT

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Mortgage

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.

18. Prior Mortgage. Borrower shall not be in default of any provision of any prior mortgage.

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 Equity Credit Line 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 without 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 Possession. 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 costs 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 Instrument. Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the taking of actual possession of the Property by Lender pursuant to this Paragraph 20. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

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

23. No Offsets by Borrower. No offset or claim that Borrower now has or may have in the future against Lender shall relieve Borrower from paying any amounts 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 this Security Instrument as if the rider(s) were a part of this Security Instrument.

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

X Dilip P. Patel Unnati D. Patel
DILIP P. PATEL UNNATI D. PATEL -Borrower

-Borrower

(Space Below This Line For Acknowledgment)

This Document Prepared By: C GRAHAM
The First National Bank of Chicago
One First National Plaza Suite 020B, Chicago, IL 60670

STATE OF ILLINOIS, Cook County ss:

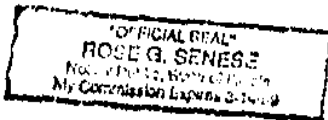
I, Rose G. Senese, a Notary Public in and for said county and state, do hereby certify that DILIP P. PATEL AND UNNATI D. PATEL, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of May, 1986.

My Commission expires:

Rose G. Senese
Notary Public



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i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks' in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the

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execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity of right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or federal statute either in state or federal court or otherwise for the disposition of this property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be cancelled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein, or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

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9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 124 South Northwest Highway, Palatine, Illinois 60067 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 2 Gatehall Drive, Parsippany, NJ 07054-0440

a. Mortgagor on behalf of himself/herself and each and every person claiming by, through or under mortgagor, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to mortgagee's right to any remedy, legal or equitable, which mortgagee may pursue to enforce payment of to effect collection of all or any part of the indebtedness secured by this mortgage, and without prejudice to mortgagee's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this mortgage.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

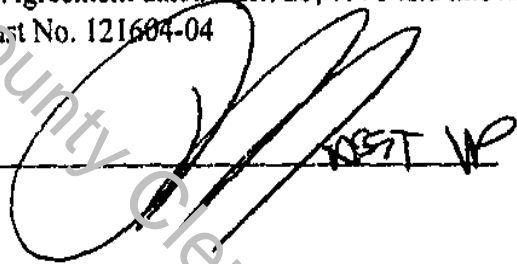
AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee under
Trust Agreement dated April 23, 1996 and known
as Trust No. 121604-04

ATTEST:



ASSISTANT SECRETARY

BY:



TRUSTEE

Executed and delivered in the presence of the following witnesses:

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally, and no liability or personal responsibility is assumed by it and no claim may be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

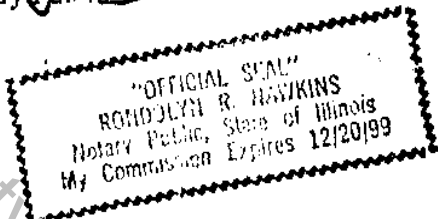
I, RONDOLYN R. HAWKINS, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Gregory A. Kasprow personally known to me to be the ASSISTANT VICE PRESIDENT of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, J. MICHAEL WHELAN personally known to me to be the ASSISTANT SECRETARY of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument of writing as president and secretary of said Corporation. and caused the seal of said Corporation to be thereunto affixed, pursuant to the authority given by the Board of Directors of said Corporation as their free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes set forth.

MAY 30 1998

GIVEN under my hand and seal this _____ day of _____, 199__.

Rondolyn R. Hawkins
Notary Public

My Commission Expires: _____



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STATE OF ILLINOIS)
)
) SS:
COUNTY OF COOK)

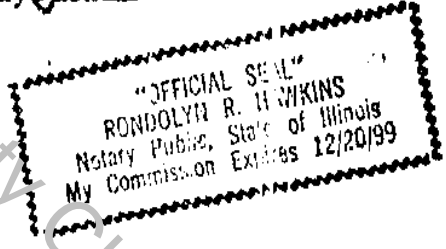
I, RONDOLYN R. HAWKINS, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Gregory S. Kaspriske personally known to me to be the ~~ASSISTANT VICE PRESIDENT~~ of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, J. MICHAEL WHELAN personally known to me to be the ASSISTANT SECRETARY of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument of writing as president and secretary of said Corporation, and caused the seal of said Corporation to be hereunto affixed, pursuant to the authority given by the Board of Directors of said Corporation as their free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes set forth.

MAY 30 1998

GIVEN under my hand and seal this _____ day of _____, 1998.

Rondolyn R. Hawkins
Notary Public

My Commission Expires: _____



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EXHIBIT A

All of Lot 10 and the North 3 Feet of Lot 11 in Block 5, in Prairie View Addition to Palatine, being a subdivision of that part of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 23, Township 43 North, Range 10, East of the Third Principal Meridian, lying North of the Chicago and Northwestern Railway, except the West 7 Acres thereof.

Common Address: 124 South Northwest Highway, Palatine, Illinois 60067

Permanent Index No.: 02-23-105-020

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