

# UNOFFICIAL COPY

JUNIOR MORTGAGE (Illinois)

96819066

THIS INDENTURE, made  
October 16, 1996, between  
REVIN B. HUBER, of Chicago,  
Illinois, herein referred to as  
"Mortgagors", and LARRY L.  
HUBER and CHLOE C. HUBER, of  
Libertyville, Illinois, herein  
referred to as "Mortgagee",  
witnesseth:

F	3950	A
P		P
T	3950	V
I	BMM	

- DEPT-01 RECORDING \$39.50
- T#0003 TRAN 8525 10/28/96 14:54:06
- #6992 = LM \*-96-819066
- COOK COUNTY RECORDER

THAT WHEREAS, the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of THIRTEEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$13,500.00) payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 26th day of February, 2001, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 1305 Kristin Drive, Libertyville, IL 60048.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this junior mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, County of Cook, and State of Illinois, to wit:

See attached legal description

which, with the property hereinafter described, is referred to herein as the "premises,":

Permanent Real Estate Index Number(s): 14-30-400-075-1008; 14-30-400-075-1117

Address(es) of Real Estate: 2614 N. Clybourn #108, Chicago, IL 60614

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inadoor beds, awnings, stove and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

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1/1/2025

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TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: Larry L. Huber


This mortgage consists of five (5) pages. The covenants, conditions and provisions appearing on the following pages are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand(s) and seal(s) of Mortgagors the day and year first above written.

  
\_\_\_\_\_  
Kevin B. Huber

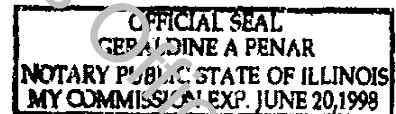
State of Illinois, County of Cook., I the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Kevin B. Huber, personally known to me to be the same person(s) who(se) name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 16<sup>th</sup> day of October, 1996.

Commission expires 6/20/98   
\_\_\_\_\_  
Notary Public

This instrument was prepared by: Carey J. Schiever, 1512 Artaius Parkway, #300, Libertyville, Illinois 60048

Mail this instrument to: Carey J. Schiever



MAIL TO: LARRY Huber  
1305 Kristin Dr.  
Libertyville, IL 60048

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## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2:

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgage; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (6) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in

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case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any such sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or

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the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order or priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors and the word "Mortgagors" when used herein shall include all such persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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## LEGAL DESCRIPTION

UNIT 108 AND PU-56 IN THE RIVERBEND LOFTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

### PARCEL 1:

A TRACT OF LAND BEING PART OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF CLYBOURN AVENUE (66 FEET WIDE), SAID POINT BEING 1461.06 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE WEST LINE OF SAID SOUTH EAST 1/4 AND 1486.07 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE SOUTH LINE OF DIVERSEY PARKWAY; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE, A DISTANCE OF 29.50 FEET; THENCE SOUTHWESTERLY ON A STRAIGHT LINE PERPENDICULAR TO THE SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE, A DISTANCE OF 376.05 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 16 MINUTES FROM NORTHEASTERLY TO NORTHWESTERLY WITH THE LAST DESCRIBED COURSE A DISTANCE OF 38 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 09 MINUTES 30 SECONDS FROM SOUTHEASTERLY TO NORTHEASTERLY WITH LAST DESCRIBED COURSE, A DISTANCE OF 57.55 FEET TO THE SOUTHWESTERLY FACE OF A 12 INCH WALL TO A FOUR STORY BRICK BUILDING; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY FACE OF SAID WALL BEING A LINE FORMING AN ANGLE OF 90 DEGREES 09 MINUTES 30 SECONDS, FROM SOUTHWESTERLY TO NORTHWESTERLY WITH LAST DESCRIBED COURSE, A DISTANCE OF 83.65 FEET; THENCE NORTHERLY ALONG THE WESTERLY FACE OF SAID WALL AND ALONG THE SAME EXTENDED, BEING A LINE FORMING AN ANGLE OF 157 DEGREES 33 MINUTES 30 SECONDS FROM SOUTHEASTERLY TO EAST TO NORTHWESTERLY WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 30.31 FEET THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 83 DEGREES 40 MINUTES 30 SECONDS FROM SOUTHEASTERLY TO NORTHEASTERLY WITH LAST DESCRIBED COURSE, A DISTANCE OF 53.17 FEET; THENCE NORTHEASTERLY, PERPENDICULAR TO SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE A DISTANCE OF 138.60 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 120 FEET SOUTHWESTERLY OF SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 100.95 FEET; THENCE NORTHEASTERLY ALONG A LINE DRAWN PERPENDICULAR TO THE SOUTHWESTERLY LINE OF CLYBOURN AVENUE, A DISTANCE OF 120 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF CLYBOURN AVENUE (66 FEET WIDE), SAID POINT BEING 1461.06 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE WEST LINE OF SAID SOUTH EAST 1/4 AND 1486.07 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE SOUTH LINE OF DIVERSEY PARKWAY; THENCE SOUTHEASTERLY ALONG THE SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE, A DISTANCE OF 29.50 FEET; THENCE SOUTHWESTERLY ON A STRAIGHT LINE, PERPENDICULAR TO THE SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE, A DISTANCE OF 376.05 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 16 MINUTES FROM NORTHEASTERLY TO NORTHWESTERLY WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 38 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 09 MINUTES 30 SECONDS FROM SOUTHEASTERLY TO NORTHEASTERLY WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 57.55 FEET TO THE SOUTHWESTERLY FACE OF A 12 INCH WALL TO

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A FOUR-STORY BRICK BUILDING; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY FACE OF SAID WALL, BEING A LINE FORMING AN ANGLE OF 90 DEGREES 09 MINUTES 30 SECONDS FROM SOUTHWESTERLY TO NORTHWESTERLY WITH LAST DESCRIBED COURSE, A DISTANCE OF 83.65 FEET; THENCE NORTHERLY ALONG THE WESTERLY FACE OF SAID WALL AND ALONG THE SAME EXTENDED, BEING A LINE FORMING AN ANGLE OF 157 DEGREES 33 MINUTES 30 SECONDS FROM SOUTHEASTERLY TO EAST TO NORTHWESTERLY WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 36.31 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 83 DEGREES 40 MINUTES 30 SECONDS FROM SOUTHEASTERLY TO NORTHEASTERLY WITH LAST DESCRIBED COURSE, A DISTANCE OF 53.17 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE A DISTANCE OF 138.60 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 120 FEET SOUTHWESTERLY OF SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 16.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG SAID PARALLEL LINE 84.95 FEET; THENCE SOUTHWESTERLY ALONG A LINE DRAWN PERPENDICULAR TO THE SOUTHWESTERLY LINE OF CLYBOURN AVENUE A DISTANCE OF 20.0 FEET; THENCE NORTHWESTERLY PARALLEL WITH CLYBOURN AVENUE 84.95 FEET; THENCE NORTHEASTERLY ALONG A LINE PERPENDICULAR TO CLYBOURN AVENUE A DISTANCE OF 20.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY AS CREATED BY AND AS SET FORTH IN DEED FROM CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 6, 1946 AND KNOWN AS TRUST NUMBER 33450 TO THE CHICAGO RUBBER BUILDING CORPORATION, A CORPORATION OF ILLINOIS, DATED MAY 2, 1950 AND RECORDED MARCH 17, 1950 AS DOCUMENT 14756573 AND AS SET FORTH IN DEED FROM CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 6, 1946 AND KNOWN AS TRUST NUMBER 33450 TO THE ASBESTOS & MAGNESIA MATERIALS CO., A CORPORATION OF ILLINOIS, DATED OCTOBER 31, 1951 AND RECORDED NOVEMBER 1, 1951 AS DOCUMENT 15207254 AS PART OF A COMMON ROADWAY FOR INGRESS AND EGRESS TO AND FROM CLYBOURN AVENUE OVER AND UPON A STRIP OF LAND 6 FEET IN WIDTH, BEING THE SOUTHEASTERLY 6 FEET AND THE SOUTHWESTERLY 6 FEET OF THE PREMISES CONVEYED BY DEED RECORDED MARCH 17, 1950 AS DOCUMENT 14756573, SAID PREMISES BEING DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING PART OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF CLYBOURN AVENUE (66 FEET WIDE) SAID POINT BEING 1461.06 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE WEST LINE OF SAID SOUTHEAST 1/4 AND BEING ALSO 1486.07 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE SOUTH LINE OF DIVERSEY PARKWAY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE, A DISTANCE OF 59.85 FEET TO AN INTERSECTION WITH THE EXTENSION NORTHEASTERLY OF THE CENTER LINE OF A 17 INCH WALL OF A BRICK BUILDING; THENCE SOUTHWESTERLY ALONG THE SAID CENTER LINE OF

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SAID WALL AND ALONG THE SAME EXTENDED, BEING A STRAIGHT LINE FORMING AN ANGLE OF 89 DEGREES 57 MINUTES 0 SECONDS FROM NORTHWESTERLY TO SOUTHWESTERLY WITH SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE; A DISTANCE OF 120 FEET; THENCE SOUTHEASTERLY AND PARALLEL WITH SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE, A DISTANCE OF 59.95 FEET; THENCE NORTHEASTERLY PERPENDICULAR OF SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE, A DISTANCE OF 120 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

A PARCEL OF LAND BEING PART OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL BEING DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF CLYBOURN AVENUE (66 FEET WIDE), SAID POINT BEING 1461.06 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE WEST LINE OF SAID SOUTHEAST 1/4 AND 1496.07 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE SOUTH LINE OF DIVERSEY PARKWAY; THENCE SOUTHEASTERLY ALONG THE SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE, A DISTANCE OF 29.50 FEET; THENCE SOUTHWESTERLY ON A STRAIGHT LINE, PERPENDICULAR TO THE SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE AND BEING DRAWN THROUGH A POINT ON SAID SOUTHWESTERLY LINE 1515.57 FEET SOUTHEASTERLY OF THE AFORESAID SOUTH LINE OF DIVERSEY PARKWAY, FOR A DISTANCE OF 376.05 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND THEREIN DESCRIBED; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 16 MINUTES, FROM NORTHEASTERLY TO NORTHWESTERLY WITH THE LAST DESCRIBED COURSE A DISTANCE OF 38 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 09 MINUTES 30 SECONDS FROM SOUTHEASTERLY TO NORTHEASTERLY WITH THE LAST DESCRIBED COURSE 57.55 FEET TO THE SOUTHWESTERLY FACE OF A 12-INCH WALL TO A FOUR-STORY BRICK BUILDING; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY FACE OF SAID WALL, BEING A LINE FORMING AN ANGLE OF 90 DEGREES 09 MINUTES 30 SECONDS, FROM SOUTHWESTERLY TO NORTHWESTERLY WITH LAST DESCRIBED COURSE, A DISTANCE OF 83.65 FEET TO THE INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO THE SOUTHWESTERLY LINE OF AFORESAID CLYBOURN AVENUE AND THROUGH A POINT 1394.14 FEET SOUTHEASTERLY OF THE AFORESAID SOUTH LINE OF DIVERSEY PARKWAY; THENCE NORTHERLY ALONG THE WESTERLY FACE OF SAID WALL AND ALONG THE SAME EXTENDED, BEING A LINE FORMING AN ANGLE OF 157 DEGREES 33 MINUTES 30 SECONDS FROM SOUTHEASTERLY TO EAST TO NORTHWESTERLY WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 36.31 FEET TO THE INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO THE SOUTHWESTERLY LINE OF AFORESAID CLYBOURN AVENUE AND THROUGH A POINT 1359.83 FEET SOUTHEASTERLY OF THE AFORESAID SOUTH LINE OF DIVERSEY PARKWAY; THENCE SOUTHWESTERLY ALONG SAID PERPENDICULAR LINE A DISTANCE OF 90.70 FEET TO THE INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 395.05 FEET SOUTHWESTERLY (AS MEASURED AT RIGHT ANGLES) OF SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 155.74 FEET; THENCE NORTHEASTERLY ALONG A LINE DRAWN PERPENDICULAR TO THE SOUTHWESTERLY LINE OF CLYBOURN AVENUE, A DISTANCE OF 19.00 FEET, TO THE THEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## PARCEL 4:

A PARCEL OF LAND BEING PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL BEING DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF CLYBOURN AVENUE (66 FEET WIDE), SAID POINT BEING 1461.06 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE WEST LINE OF SAID SOUTHEAST QUARTER AND 1486.07 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE SOUTH LINE OF DIVERSEY PARKWAY; THENCE SOUTHEASTERLY ALONG THE SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE, A DISTANCE OF 29.50 FEET; THENCE SOUTHWESTERLY ON A STRAIGHT LINE, PERPENDICULAR TO THE SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE AND BEING DRAWN THROUGH A POINT ON SAID SOUTHWESTERLY LINE 1515.57 FEET SOUTHEASTERLY OF THE SOUTH LINE OF DIVERSEY PARKWAY, FOR A DISTANCE OF 376.05 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 16 MINUTES FROM NORTHEASTERLY TO NORTHWESTERLY WITH THE LAST DESCRIBED COURSE A DISTANCE OF 38 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 09 MINUTES 30 SECONDS FROM SOUTHEASTERLY TO NORTHEASTERLY WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 57.55 FEET TO THE SOUTHWESTERLY FACE OF A 12-INCH WALL TO A FOUR-STORY BRICK BUILDING; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY FACE OF SAID WALL, BEING A LINE FORMING AN ANGLE OF 90 DEGREES 09 MINUTES 30 SECONDS, FROM SOUTHWESTERLY TO NORTHWESTERLY WITH LAST DESCRIBED COURSE, A DISTANCE OF 83.65 FEET; THENCE NORTHERLY ALONG THE WESTERLY FACE OF SAID WALL AND ALONG THE SAME EXTENDED, BEING A LINE FORMING AN ANGLE OF 157 DEGREES 33 MINUTES 30 SECONDS FROM SOUTHEASTERLY TO EAST TO NORTHWESTERLY WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 36.31 FEET; THENCE NORTHEASTERLY ALONG A LINE HEREIN DESIGNATED AS LINE "A" FORMING AN ANGLE OF 83 DEGREES 40 MINUTES 30 SECONDS FROM SOUTHEASTERLY TO NORTHEASTERLY WITH LAST DESCRIBED COURSE, A DISTANCE OF 53.17 FEET TO THE INTERSECTION WITH A LINE PERPENDICULAR TO THE SOUTHWESTERLY LINE OF CLYBOURN AVENUE AND DRAWN THROUGH A POINT ON SAID SOUTHWESTERLY LINE 1385.12 FEET SOUTHEASTERLY OF THE AFORESAID SOUTH LINE OF DIVERSEY PARKWAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTHEASTERLY PERPENDICULAR TO SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE FOR A DISTANCE OF 71.87 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 186.73 FEET SOUTHWESTERLY (AS MEASURED AT RIGHT ANGLES) OF SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 8.00 FEET; THENCE SOUTHWESTERLY ALONG A LINE DRAWN PERPENDICULAR TO THE SOUTHWESTERLY LINE OF CLYBOURN AVENUE, A DISTANCE OF 86.34 FEET, TO THE INTERSECTION WITH THE THEREINABOVE DESIGNATED LINE "A"; THENCE SOUTHEASTERLY ALONG SAID LINE "A" 16.53 FEET TO THE THEREIN ABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED JULY 8, 1994 AS DOCUMENT 94595243, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

END OF SCHEDULE A

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## INSTALLMENT NOTE

\$13,500.00

October 16, 1996

FOR VALUE RECEIVED, the undersigned promises to pay to LARRY L. HUBER and CHLOE C. HUBER, or assignee, the principal sum of Thirteen Thousand Five Hundred and 00/100 (\$13,500.00) Dollars and interest from date on the balance of principal remaining from time to time unpaid at 5 5/8 % per annum, such principal sum and interest to be payable as follows: Seventeen Thousand Eight Hundred Fifteen and 29/100 (\$17,815.29) Dollars shall be due on the 26th day of February, 2001. All such payments on account of the indebtedness evidenced by this Note shall be applied first to costs of collections and late fees, then accrued and unpaid interest on the unpaid principal balance and the remainder to principal.

In the event holder declares a default hereunder, the portion of each of said installments constituting principal, to the extent not paid when due, shall bear interest after the date for payment thereof at the rate of eighteen per cent (18%) per annum.

Payments are to be made at 1305 Kristin Drive, Libertyville, Illinois 60048 or at such other place as the legal holder of this note may from time to time in writing appoint.

If any payment is not received by holder of this note fifteen (15) days after the due date a late fee of five (5) percent of the total principal and interest payment due shall become immediately due from maker to holder.

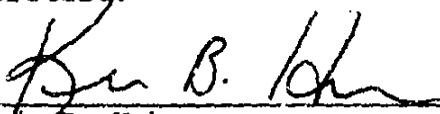
Maker agrees to pay all costs of collection in the event of a default hereunder including court costs and reasonable attorney's fees.

The payment of this Note is secured by a junior mortgage, bearing even date herewith, to Larry L. Huber and Chloe C. Huber, on real estate in the County of Cook, Illinois.

At the election of the legal holder hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms hereof or in case default shall occur and continue to ten days in the performance of any other agreement contained in said mortgage (in which event election may be made at any time after the expiration of said three days, without notice).

In the event that the premises (as defined in the Mortgage), or any interest thereon is sold, assigned, hypothecated or otherwise transferred, including a conveyance in trust, then at the option of the holder of the note, the unpaid indebtedness secured by the Mortgage shall be accelerated and the note shall be immediately due and payable.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

  
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Kevin B. Huber

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11/11/05