#### 96231042

DEPT-01 RECORDING

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COOK COUNTY RECORDER

AVONDALE PRIME LOAN **MORTGAGE** 

(TRUST)

Loan Number: 78-913149-1

THIS MORTGAGE is made MARCLES 1996

HARRIS TRUST & SAVINGS BK

between

not personally but as Trustee under Trust Agree ne a dated 04/28/93 and known as Trust Number under the provisions of a deed or deeds in trust duly recorded and delivered to said Company (herein referred to as "Borrower"), and AVONDALE FLDERAL SAVINGS BANK, its successors and/or assigns, a federally chartered savings bank, whose address is 20 North Clark Str et, Chicago, Illinois 60602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal surver. ONE HUNDRED THOUSAND AND 00/100

100,006.00 ) "Maximum Amount", or so much of that sur as may be advanced pursuant to the obligation of (\$ Lender (whichever is lesser), and evidenced by Borrower's Note, providing for monthly payments of principal and/or interest and, with the balance of the indebtedness, if not sooner paid, due and payable of MARCH 1, 2006 ("Maturity Date") unless extended pursuant to paragraph 22 hereof.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note (including, but not limited to, such obligatory future advances ("Future Advances") as are described in paragraph 18 hereof), the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the property legally described in the attached Exhibit "A" located in the county of COOK State of Illinois, which has the address of 784 GREENWOOD RD

NORTHBROOK, IL 60062

("Property Address").

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as "Property".

> Trustee to the appropriate to the Cartes within that Journal and Automobile Condition be deemed to not in Calo Taylor bank as Successor Truside.

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Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered with the exception of those items, if any, listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any encumbrances, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

#### BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

- 1. PAYMENT OF PRINCIPAL AND INTEREST: Borrower shall promptly pay when due without set-off, recoupment, or deduction, the principal of and the interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, including the principal of and interest on any Future Advances secured by this Mortgage.
- 2. APPLICATION OF PAYMENTS: All payments received by Lender under the Note and paragraph 1 hereof, shall be applied by Lender first in payment of interest due on the Note, then to principal of the Note, including any amounts considered as added thereto v do; the terms hereof.
- 3. CHARGES, LIENS: Borrower shall promptly pay all obligations secured by a mortgage or trust deed affecting the Property, taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leas mold payments or grounds rents, if any, when due. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage with respect to any sum, including, but not limited to, Future Advances.
- 4. HAZARD INSURANCE: Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as render may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage requires to pay the sums secured by this Mortgage and all other mortgages and trust deeds with respect to the Property.

The insurance carrier providing the insurance shall be chosen or Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums of insurance policies shall be paid by Borrower when due.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower iails to respond to Lender within 20 days from the date notice is mailed by lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments. If under paragraph 16 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

nitials:

- UNIT DEVELOPMENTS: Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a Condominium or Planned Unit Development Rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such Rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the Rider were a part hereof.
- 6. PROTECTION OF LENDER'S SECURITY: If Borrower fails to perform the covenants and agreements contained in this Mortgage, or any mortgage or trust deed affecting the property, or if any action or proceeding is commenced which materially affects Lender's interest in the property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not 'mi'ed to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disburse! by Lender pursuant to this paragraph 6 with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be considered as so much additional principal due under the Note payable upon notice from Lender to Borrower requesting payment thereof, and shall bear increst from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless pay year of interest at such rate would be contrary to applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

- 7. INSPECTION: Lender may make or caus: to be made reasonable entries upon inspections of the Property, providing that Lender shall give Borrower notice prior to vay such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- 8. CONDEMNATION: The proceeds of any award or many for damages, direct or consequential, in connection with any condemnation or other taking of the property, or part thereof, 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 Mortgage, with the excess, if any, paid to the Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage sich proportion of the proceeds as is equal to that proportion which the amount of the sum secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

9. BORROWER NOT RELEASED: Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence. proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secure by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

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- 10. FORBEARANCE BY LENDER NOT A WAIVER: Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 11. REMEDIES CUMULATIVE: All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 12. SUCCESSORS AND ASSIGNS BOUND, JOINT AND SEVERAL LIABILITY, CAPTIONS: The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 13. NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice addressed to Borrower by regular first class mail at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 14. GOVERNING LAW, SEVERABILITY: This Mortgage shall be governed by the law of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable. Time is of the essence of this Agreement.
- or transferred by Borrower without Lender's prior viriten consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or tenant by the entirety, (d) the grant of any leasehold interest of three years or less not containing an option to purchase, (e) a transfer, in which the transferee is a person who occupies or will occupy the Property, which is (1) a transfer to a relative resulting from Borrower's death, (2) a transfer where the Borrower's spouse or child(ren) becomes an owner of the Property, or (3) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the Borrower's spouse becomes an owner of the Property, or (f) a transfer to an inter vivios trust in which the Borrower is and remains the beneficiary and occupant of the Property, unless as a condition precedent to such transfer, the Borrower refuses to provide the Lender with reasonable means acceptable to the Lender by which the Lender will be assured of timely notice of any subsequent transfer of the beneficiar interest or change in occupancy, Lender may, at Lender's option, and without notice to Borrower, declare all the sums secured by this Mortgage to be immediately due and payable. Lender is hereby subrogated to the lien of any mortgage or other lien discharged, in whole or in part by the proceeds of the loan hereby secured.
- 16. ACCELERATION, REMEDIES: Upon Borrower's default in the performance of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender may at its option, and without notice to Borrower, declare due and payable all sums secured by this Mortgage and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect after default, all estimated and actual expenses incurred by reason of said default, including but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts, and title reports.
- 17. ASSIGNMENT OF RENTS, APPOINTMENT OF RECEIVER, LENDER IN POSSESSION: As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; provided, that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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Upon acceleration under paragraph 16 hereof 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. All 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 Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

- 18. FUTURE ADVANCES: The Holder of the Note secured by this Mortgage is obligated to make advances of principal as requested from time to time for a period no longer than the maturity date stated on page one (1) of this Mortgage, unless extended pursuant to paragraph 22, unless the amount requested when added to the then outstanding principal balance would exceed the Maximum Amount, or there shall then exist a default under the terms of the Note or Mortgage, or there shall then exist a federal, state, or local statute, law, or ordinance, or a decision by any tribunal which (in the reasonable opinion of any Holder of the Note) adversely affects the priority or validity of the Note or this Mortgage, or the Borrower shall no longer own the Property, or the Borrower is involved in bankruptcy or insolvency proceedings. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the Havimum Amount.
- 19. RELEASE: Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower and also pay all costs of terordation, if any.
  - 20. WAIVER OF HOMESTEAD: Bo rower hereby waives all right of homestead exemption in the Property.
- 21. REDEMPTION OF WAIVER: Excent where this Mortgage covers any land which, at the time of execution thereof, is improved with a dwelling for use by not more than six families or is given to secure a loan to be used, in whole or in part, to finance the construction of dwelling for use by not more than six families and except where this Mortgage covers any land which, at the time of execution thereof, is used or interaced to be used for agricultural purposes, the Borrower hereby waives any and all rights of redemption from sale under any order of foreclosure of this Mortgage, on behalf of the Borrower, the Borrower's estate and all persons beneficially interested therein, and each and every person to the full extent permitted by the provisions of applicable law.
- 22. RIGHT TO EXTEND: The Maturity Date, from time to time, may be extended for such time and upon such conditions as may be mutually agreed upon by Lender and Borrower; provided, however, in no event shall the Maturity Date be extended beyond a date more than twenty (20) years from the date of this Mortgage. NOTHING CONTAINED HEREIN SHALL, IN ANY WAY OBLIGATE LENDER TO GRANT ANY EXTENSIONS OF THE MATURITY DATE. The extension of the Maturity Date, if any, shall not, unless otherwise agreed to, affect my of the terms, covenants and conditions of this Mortgage which shall remain in full force and effect throughout any of said extension periods.

IN WITNESS WHEREOF, HARRIS TRUST & SAVINGS BK

LIFT #API MTGTR 3/95

	ment dated 04/28/93 as Trustee aforesaid h	as caused these presents		Vice-Preside	5225 nt seal to be
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Laser Form's Inc. (800) 44	16-3555			LE CHOMPULIO D'UL	ar Colo Taylor Bank as

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Successor Transec.

STATE OF ILLINOIS ) SS COUNTY OF COOK I, the undersigned, a Notary Public in and for said county and state aforesaid, do hereby certify, that KERNETH E. PIEKUT , and Jic gun who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and

appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said

as custodian of the

CORPORATIO

seal of said

, as

the the

did affix the seal of said to said instrument of said

Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this

My Commission expires:

THIS INSTRUMENT WAS PREPARED BY AND MUST BE MAILED TO:

Avondate Federal Savings Bank 20 North Clark Chicago, IL 60602



LINDA J BOREMAN NO ARY PUBLIC, STATE OF ILLINOIS COMMISSION EXPIRES: 01/27/00

## UNOFFICIAL COPY EXCELPATION PARAGRAPH FOR MORTGAGE

This instrument is executed by HARRIS TRUST & SAVINGS BK

as Trustee, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in them as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustee personally to pay any indebtedness arising or accruing under or pursuant to this instrument, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right under this instrument.

Property of Cook County Clerk's Office

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Initials:

96231042

#### ON COMPANY MEDICAL A

LOAN NO. 78-913149-

THIS CONDOMINIUM RIDER is made this 6TH day of MARCH, 19 96 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

#### AVONDALE FEDERAL SAVINGS BANK

(the "Lender")

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

784 GREENWOOD RD, NORTHBROOK, IL 60062

[Property .ddress]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

#### OXFORD COURT IN TOWN HOMES

INama of Condomini, in Projecti

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. Condominium Chigations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The 'Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. 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 on the Condominium or jeta which is satisfactory 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:
- (i) 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 Covenarit 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.

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

- C. Public Liability Insurance. Borrower shall take such actions as way be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, director consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lorder. 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 Lenr'er's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, 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 emin at domain;
  - (ii) any amendment to any provision of the Constituent Documents if the provision is for the express length of Lender;
  - (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them, 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 disbursemedicat the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

the rate that shall be physicis, with interess, upon notice from zerous to be	orrower reducating buymetic.	
AY SIGNING BELOW, Borrower accepts and agrees to the terms and provision	ns contained in this Condominium Rider.	
Wingshident Vingshident		(Scal)
VERCEXX PROMONIX Harris Trust and Savings Bank	TRUST Official	Borrower
as Trustee, U/T/A Dtd 4-28-93, Trust # 95220		(Seal)
-Borrower		-Borrower

MULTISTATE CONDOMINIUM RIDER - Single Family - Famile Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3140 8/91

# 6231042

#### **UNOFFICIAL COPY**

#### EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL 1: THAT PART OF LOTS 23, 24 AND 25 (TAKEN AS A TRACT) IN OLIVER SALINGER AND COMPANY'S DUNDEE ROAD ACRES, BEING A SUBDIVISION OF THE EAST 36 RODS OF THE WEST 74 RODS OF THE SOUTH 120 RODS OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN. COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 128.70 FEET NORTH OF THE SOUTH LINE AND 41.19 FEET WEST OF THE EAST LINE OF SAID TRACT (BOTH RIGHT ANGLE MEASURE): THENCE SOUTH 0 DEGREES, 06 MINUTES, 33 SECONDS EAST, A DISTNACE OF 58.12 FEET TO A POINT, SAID POINT BEING 70.58 FEET NOPIH OF THE SOUTH LINE AND 40.93 FEET WEST OF THE EAST LINE OF SAID TRACT (BOTH RIGHT ANGLE MEASURE); THENCE NORTH 89 DECREES, 59 MINUTES, 58 SECONDS WEST, A DISTANCE OF 125.43 FEFT TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES, 06 MINUTES, 33 SECONDS WEST, A DISTANCE OF 37.70 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 58 SECONDS WEST, A DISTANCE OF 6.70 FEFT; THENCE NORTH 0 DEGREES, 06 MINUTES, 33 SECONDS WEST, A DISTANCE OF 20.42 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 50 SECONDS WEST, A DISTANCE OF 17.80 FEET; THENCE SOUTH 0 DECREES, 06 MINUTES, 33 SECONDS EAST, A DISTANCE OF 24.19 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 58 SECONDS WEST, A DISTANCE OF 0.83 FEET; THENCE SOUTH O DEGREES, 06 MINUTES, 33 SECONDS EAST, A DISTANCE OF 33.85 FEET; THENCE SOUTH 89 DEGRESS, 39 MINUTES, 58 SECONDS EAST, A DISTANCE OF 25.33 FEET TO THE POINT OF BEGINNING.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THE COMMON AREA DESIGNATED IN LYHIBIT "A" OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESURICTIONS AND EASEMENT DATED OCTOBER 20, 1982 AND RECORDED FEBRUARY 25, 1983 AS DOCUMENT 26518091.

PROPERTY TAX NUMBER: 04-04-302-058 131

PROPERTY ADDRESS: 784 GREENWOOD RD

NORTHBROOK, IL 60062

LOAN NUMBER: 78-913149-1