VA Form 36.... 6 Milettonic Lucial Rev. Angust 1941. Use Distorial Section 1810, Elec 30. U.S. Acci, make h. Federal National John ago, Association Americal Settings, 1943.

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6361/0083 10 001 1998-03-18 13:48:38 Cook County Recorder 39:50

THIS INSTRUMENT WAS PREPARED BY: FIRST AMERICAN NATIONWIDE DOCUMENTS, L.P. UNDER THE SUPERVISION OF RACHEL CASTILLO 11 GREENWAY PLAZA, 10TH FLOOR HOUSTON, TEXAS 77046-1102

RETURN ORIGINAL TO:
HOMESIDE LENDING, INC.
7301 BAYME ADOWS WAY
JACKSONVILLE, FLORIDA 22256
8869452
VA# LH# 0676615

MORTGAGE

ILLINOIS

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

The attached RIDER is made a part of this instrument.

THIS INDENTURE, made this TIMOTHY V MOORE, A Single Man

HTRI

day of

MARCH

1998

, between

, Mortgagor, and

HOMESIDE LENDING, INC.
7301 BAYMEADOWS WAY, JACKSONVILLE, FLORIDA 30256
a corporation organized and existing under the laws of TARE STATE OF FLORIDA Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of SIXTY FOUR THOUSAND SEVEN HUNDRED AND NO / 100

Dollars (\$

64,700.00

) payable with interest at the rate of

SIX AND 50 / 100

%) per (no im on the unpaid balance until paid,

pus centum (6.500 and made payable to the order of the Mortgagee at its office in

JACKSOMVILLE

or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of

FIVE HUNDRED SIXTY THREE AND 617 100

Dollars (\$ 563.61

) beginning on the first day of

MAY

, 19**98**, and

continuing on the first day of each month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of

April

, 2013

NOW, THEREFORE, the said Mortgager, for the better securing of the payment of said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described real estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

REFERENCE IS HEREBY MADE TO THE VA SECURITY INSTRUMENT RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES. TAX ID NUMBER _0S - 0S - 587 - 063 - 1007

Lawyers Title Insurance Corporation

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TOORTHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;

Should the Department of Veterans Affairs fail or refuse to issue its guaranty of the loan secured by this Deed of Trust or Mortgage under the provisions of Title 38, United States Code Veterans' Benefits," as amended, within sixty days from the date this foan would normally become eligible for such guaranty, the holder may declare the indebtedness hereby seemed at once due and payable and may forcelose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, foreser, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestend Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAED MOPTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be alone, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics mean or material mer to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgager on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said promises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such type or types of hazard insurance, and in such amour as, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mort agor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as may reasonably be deemed necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this neortgage, shall bear interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

Upon the request of the Mirtgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, is provenent, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorize a bisconder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sams so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

It is expressly provided, however (all other provisions of this mortgage to the contrary forwthstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or ramove any tax, as estimate, or tax lien upon or against the provises described herein or any part thereof of the improvements situated thereon, so long as the Mortgagor shall, in good fasth, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mortgagor futher covenants and agrees as follows:

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagoe as Trustee under the terms of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the rollowing sums:

STL&D#16.42.AGG Rev. 06.09.95

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- (a) Subject to applicable hiw or to a written waiver by the Mortgagee, Mortgagor shall pay to the Mortgagee on the day monthly payments are due under the note, until the note is paid in full, a sum ("Funds") for: (1) taxes and assessments levied or to be levied against the property which may attain priority over this Mortgage as a lien on the Premises; (II) leasehold payments or ground rents on the Premises, if any; (III) hazard or property insurance premiums; (IV) flood insurance premiums, if any; and (V) mortgage insurance premiums, if any. These items are called "Escrow Items." The Mortgagee may, at any time, collect and hold Funds in an aggregate amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as amended from time to time, ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, the Mortgagee may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. The Mortgagee 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 cushion or reserve permitted by RESPA for unanticipated disbursements of disbursements before the Mortgagor's payments are available in the account may not be based on amount due for the mortgage ansurance premium, if any.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shill be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground conts, if any, taxes, special assessments, fire, flood and other hazard insurance premiums:
 - (II) interest on the note secured hereby;
 - (III) amortization of the principal of said note; and
 - (IV) Into charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this Mortgage. At Mortgage's option, Mortgago vill pay a "late charge" not exceeding four per centum (4%) of any monthly payment of principal and interest, and Escrow Items if permitted by RESPA or any other governing law, when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling deliminary payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

If the amounts held by the Mortgagee for Escrow Items exceed the amounts permitted to be held by RESPA, the Mortgagee stall deal with the excess funds as required by RESPA. If the amounts of funds held by the Mortgagee at any time are not sufficient to pay the Escrow Items when due, the Mortgagee may notify the Mortgagor and require Mortgagor to make up the shortnee or deficiency as permitted by RESPA. The Escrow Funds are pledged as additional escurity for all sums secured by this Mortgage. If at any time the Mortgago, shall tender to the Mortgagee, in accordance with the provisions thereof, the full payment of the entire indebtedness recreated thereby, the Mortgagee, as trustee, shall, in computing the amount of such indebtedness credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subparagraph (a) of the preceding paragraph. If there shall be a default under any of the provisions of this Mortgage resulting in a public sale of the premises covered hereby or if the property is otherwise acquired after default, the Mortgagee, as trustee, shall apply, at the time of the commannement of such proceedings or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under said subparagraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining or paid on the note secured hereby.

AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagor all the reas, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described. The Mortgagor shall be entitled to collect and retain all of said reats, issues and profits until default hereunder. EXCEPT tents, bonuses and royalties resulting from oil, gas or other mineral leases or convoyances thereof now or hereafter in effect. The lessee, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, reats, revenues or royalties to the owner of the indebtedness secured hereby.

MORTCAGOR WILL CONTINUOUSLY maintain hazard insurance, including flood insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he/she will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or fundee.

STL&D# IL4-3 ACC Rev. 06-09-91

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IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accused interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this Mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solveney or insolveney at the time of such application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the benefit of the Mortgagee, with power to collect the rents, issues, and profits of the said promises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of seen foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party therete by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and can ge upon the said premises under this mortgage, and all such expenses shall become so much additional incebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

THERE SHALL BE INCLUDED in any decree forcelosing this mortgage and be paid out of the proceeds of any safe made in pursuance of any such decree; (1) All the costs of such suit or suits, advertising, sale, and conveyance, including reasonable attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advenced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, from the time such advances are made; (3) all the accrued interest remaining capaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid; (5) all sums paid by the Department of Veterans Affairs on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner afcresaid and shall abide by, comply with and duly perform all the covenants and agreements herein, then this proveyance shall be null and void and Mortgagoe will, within therty days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagoe.

The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof hereby secured; and no extension of the time of payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

If the indebtedness recured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

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Property of Cook County Clark's Office

THE COVENANTS HEREN CONTAINED shall be being executors, administrators, successors, and assigns	DIAL COPST11710 Page 5 of the bind, and the benefits and advantages shall indre, to the respect of the parties hereto. Wherever used, the singular number shall include any payee of the indebtedness here
we will will be with the second of the Mortgagor, the day	w or etherwise.
WITHERS the hand and sea of the worrgagor, the day	
TIMOTHY V MOORE (SEAL.]
]
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STATE OF ILLINOIS	8.5.5
COUNTY OF JOSE &	
I, a notur Certify That TIMOTHY V MOORE, A Single Man	y public, in and for the county and State aforesaid, Do Hen
	er of the right of homestend.
	GIVEN under my hand and Notarial Seal this ACL
CAROLYN KATTA NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS	day of March Jalla

VA SECURITY INSTRUMENT RIDER

THIS RIDER is made this 10TH day of MARCH ,19 98, 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 "Botrower") to secure Borrower's Note to HOMESIDE LENDING, INC.

(the "Lender") of the same

date and covering the property described in the Security Instrument and located at:

3000 CARRIAGEWAY DR #04, ROLLING SIEADOWS, ILLINOIS 60008 (Property Address)

ADDITIONAL COVENANT. In addition to the covenants and agreements made in the Security Instrument, Dorrower and Lender further covenant and agree as follows:

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

This loar, play, at the option of the holder, become A. TRANSFER OF THE PROPERTY: immediately due and payable upon transfer of the property accuring such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714(a) of Chapter 37, Title 38, United States Code.

B. FUNDING FEE: A fee equal to one-half of 1 percent of 5 e balance of this loan as of the date of transfer of the property shall be payable at the time of capsfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Afrairs. If the assumptor fails to pay this fee at the time of the transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate hereby provided, and, at the option of the payee of the indebtedness hereby secured or any transferce thereof, shall be immediately due and payable. This fee is automatically waived if the assumptor is exempt under the provisions of 38 U.S.C. 3729(b).

C. PROCESSING CHARGE: Upon application for approval to allow assumption of the loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumptor and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

STEROW 4.5 LTR

Rev. 03-21-97

D. INDEMNITY LIABILITY: If this obligation is assumed, then the assumptor hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

All coner conditions of the Security Instrument shall remain in full force and effect.

IN WITNESS WHEREOF, the said Borrower has executed this instrument the day and year first aforesaid. This instrument was acknowledged before me on this the Notary Public Smart for the State of _____ (Printed name of Notary) FIFTC AL SEAL STRADING CAPIOLYN KATTA
STRADING GAPIOLING IS
AMILSION EXPIRES 12/9/2000 My Commission Expires: __

Page 2 of 2

FHA Case No.	
LH# 0676615	

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 10TH day of MARCH, 1998 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to HOMESIDE LENDING, INC.

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

5000 CARALAGEWAY DR #104, ROLLING MEADOWS, ILLINOIS 60008

[Property Address]

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

[Name of Condominium Project]

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds tide 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.

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

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the coadominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and agoinst the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of the Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of the Security Instrument 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 product of a distribution of hazard insurance coverage and of any loss occurring from a hazard. In the extent of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are noteby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the Condominium Project.

S.fl.&D# 19.1 Rev. 01-16-97

Page 1 of 2

C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this Paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrowe; 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, urby notice from Lender to Borrower requesting payment.

BY SIGNASC BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium & Lier.

TINOTHIY NOOKS	(SHAL) Borrower	ad qualification long to the descript (i) for a finite recording	(SEAL) Borrower
	(SEAL) Nortower	We have been party to be seen a factor of	(SEAL) Borrower
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LAWYERS TITLE INSURANCE CORPORATION

SCHEDULE A CONTINUED - CASE NO. 98-01567

LEGAL DESCRIPTION:

Parcel 1: Unit No. 104, in Carriage Way Court Condominium Building No. 5000 as delineated on a survey of the folicying described real entate: That part of Lots 3 and 4 of Three Fountains in Plum Grove decording to the Plat thereof regorded July 8, 1968 as Document No. 20543261; being a Subdivision in Section 8, Township 41 North, Range 11, East of the Third Principal Meridian, described as follows: Commencing at the most Northwesterly corner of Lot 3; thence South 74 degrees 47 minutes 16 seconds East along the North line of Lot 3; 139.89 feet; thence South 15 degrees 12 minutes 44 seconds West (at right angles thereto) 67.62 feet to the point of beginning; thence South 15 degrees 16 minutes 51 seconds West 93.00 feet; thence South 74 degrees 43 minutes 09 seconds East 285.21 feet; thence North 15 degrees 16 minutes 51 seconds East 93.00 feet; thence North 74 degrees 43 minutes 09 seconds West 285.21 feet to the place of beginning, in Cook County, Illinois; which survey is attached as Exhibit "B" to the Declaration of Condominium recorded May 26, 1983 as Document 26619695; together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Parcel 2: Easement for ingress and egress for the benefit of Parcel 1 as set forth in the Declaration of Covenants, Conditions, Restrictions and Lasements for the Carriage Way Court Remembers' Association dated July 9, 1981 and recorded July 22, 1981 as Document 23945355 and as set forth in the Deed from American National Sank and Trust Company of Chicago, a rational banking association, as Trustee under Trust Agreement dated November 7, 1979 and known as Trust Number 48050.

Parcel 3: Resement for ingress and egress for the benefit of Parcel 1 ar get forth in the Grant of Eastenness dated September 25, 1968 and recorded October 18, 1968 an Document 20649594 and as created by Deed from Three Fountains East Development Associates, a limited partnership to Anthony R. Oil dated Hovember 23, 1979 and recorded January 3, 1980 as Document 25103970 for ingress and egress over and across Lot 2 in Three Fountains at Plum Orbite Subdivision in Cook County, Illinois.

Parcel 4: Essement for Parcel 1 over the North 60 feet of that part of Lot 1 falling within the East 1/2 of the West 1/2 of Section 8, aforesaid for the purpose of responsible pedestrian craffic as created by Grant of Essement made by Ribbard, Spencer Bartlett Trust to Three Fountains East Development Associates, a limited partnership recorded June 20, 1969 as Document 20877478, in Cook County, Illinois.