6435/0051 93 001 Page 1 of 11 1998-03-23 09:48:25 Cook County Recorder 41.50

RECORDING REQUESTED BY: GMAC MOREGAGE CORPORATION

RETURN BY MAIN TO:

GMAC Mortgage Corporation Capital Markets/Home Equity 100 Witmer Road Horsham, PA 19044-0963

Account No.: 1015834

Branch No.: 227

Loan Product: BR 80%-CLTV Standalone

MORTGAGE TO SECURE ADVANCES UNDER GMAC HOME EQUITY LINE OF CREDIT AGREEMENT

NOTICE: THIS MORTGAGE MAY SECURE ADVANCES MADE AFTER A TRANSFER OF PROPERTY.

THIS MORTGAGE, as amended and extended (this "Mortgage") is signed to secure advances under a GMAC Home Equity Line of Credit Agreement (the "Agreement"); it is dated as of February 11, 1998, and is made by Julian R. Dawson, divorced who reside(s) at 812 W. Van Buren Chica; o, Illinois 60607 as mortgagor(s), in favor of GMAC Mortgage Corporation, a Pennsylvania Corporation, 100 Witmer Road, Horshar. Pennsylvania 19044-0963, as mortgagee.

Throughout this Mortgage, "we", "us" and "our" refer to mortgagor(s) and any Illinois land trust ("Trust") that holds title to the property described below. "GMAC" refers to GMAC Mortgage Corporation or its assigns. The "Account" refers to the Home Equity line of credit account established by GMAC under the Agreement. "Borrower" refers to each person who signs the Agreement as borrower. The Agreement, this Mortgage and the Security Agreement and Collateral Assignment from Borrowers to GMAC (if the Property is held in Trust), taken together, are called the "Credit Documents." "Signer" refers to any person (other than GMAC) who has signed a Credit Document.

DESCRIPTION OF SECURITY

By signing this Mortgage, we grant, bargain, sell, convey, and mortgage (unless mortgagor is a Trust, in which event the Trust conveys, mortgages and quitclaims) to GMAC, subject to the terms of this Mortgage, (a) the real estate located at 812 W. Van Buren, 3D, Chicago, County of Cook, State of Illinois 60607, more fully described in Schedule A. (b) all buildings and other structures on the property; (c) all rights we may have in any road, alley, easement or license regarding the property or in any mineral, oil, gas or water which is part of the property; (d) all rents and royalties from the property (e) all proceeds of any insurance on the property and all refunds of premiums on such insurance; (f) all proceeds of any taking (c: threatened taking) of the property by any governmental authority ("condemnation"); and (g) all fixtures on the property at any time (collectively, the "Property").

The Property includes all rights and interests which we now have or which we may acquire in the future. For example, if the security mortgaged under this Mortgage is a leasehold estate and we subsequently acquire fee title to the Property, the rights and interests granted to GMAC by this Mortgage will include the fee title that we acquire. This Mortgage is also a Security Agreement under the Illinois Uniform Commercial Code and we hereby grant GMAC a security interest in the personal property described in (d) through (g) above.

GMAC-IL (rev 05/96) SPI 2 MMY CAM

SECURED OBLIGATIONS

We have signed this Mortgage to secure payment to GMAC of up to \$42,500.00, plus FINANCE. CHARGES and any other amounts due GMAC under the Agreement (the "Total Balance Outstanding") and to secure performance by Borrower under the Agreement and our performance of the covenants of this Mortgage (collectively, the "Secured Chligations").

PRIORITY OF ADVANCES

The lien of this Mortgage will attach on the date this Mortgage is recorded and will not be impaired prior to termination of the Agreement by virtue of our repayment in full of the Total Balance Outstanding at any time.

REPRESENTATIONS AND DUTIES

We promise that, except for Permitted Liens: (a) we own the Property; (b) we have the right to mortgage the Property to GMAC; and (c) there are no outstanding claims or charges against the Property. The term "Permitted Lien" means (x) any mortgage, deed to secure debt or deed of trust ("security instrument") disclosed to GMAC by any Signer in applying for the Account, to the exact that the amount secured by such security instrument does not exceed the amount disclosed on such application; and (y) any liens, claims and restrictions of record that do not individually or collectively have a material adverse impact upon GMAC's security, the value of the Property or the Property's current use.

Each of us, except any Trust, gives a general warranty of title to GMAC. This means that each of us will be fully responsible for any losses which GMAC suffers because someone has rights in the Property other than Permitted Liens. We promise that we will defend our ownership of the Property against any claims of such right.

We will neither take nor permit any action to partition, subdivide or change the condition of title to all or any part of the Property. We will not amend any Permitted Li in without GMAC's prior written consent.

CERTAIN PROVISIONS OF THE AGREEMENT

We understand that GMAC may, under certain circumstance; set forth in the Agreement, cancel its obligation to make future advances and/or require repayment at once of all sums due under the Credit Documents (the "Total Balance Outstanding").

Under the Agreement, FINANCE CHARGES are based on the 'prime rate" published in The Wall Street Journal or in certain circumstances the "prime rate" published in The New York Times or a similar index selected by GMAC. The rate of FINANCE CHARGES changes on a daily basis as the index or the amount outstanding under the Agreement increases or decreases. We understand that Borrower will not receive advance notice of such changes.

PROMISES AND AGREEMENTS

We agree with GMAC as follows:

- 1. TIMELY PAYMENT. Except as limited by paragraph 10 below, Borrower shall pay when due all sums owed GMAC under the Credit Documents.
 - 2. APPLICATION OF PAYMENTS. All payments shall be applied by GMAC as set forth in the Agreement.
- 3. MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS. We shall make payments when one and perform all our obligations under any mortgage, deed of trust or other security agreement on the Property.

We shall pay or cause to be paid when due all loans, taxes, assessments, charges, fines, impositions and rents of any kind relating to the Property ("Assessments"). Receipts evidencing such payments shall be delivered to GMAC upon its requesti Except for Permitted Liens, we shall not allow any encumbrance, charge or lien on the Property to become prior to this Mortgages.

UNOFFICIAL COP98222391 Page 3 of 11

4. HAZARD INSURANCE; CONDEMNATION.

(a) We shall, at our cost, keep all improvements on the Property insured against loss caused by hazards included in the term "extended coverage" or by other hazards GMAC may reasonably specify. Hazard insurance shall be in an amount equal to the lesser of (i) the full replacement cost of the building that is part of the Property or (ii) the amount of this Mortgage plus the total amount of ail Permitted Liens; but never less than the amount necessary to satisfy any coinsurance requirement contained in the insurance policy.

We may choose the insurance company, subject to approval by GMAC which may not be unreasonably withheld. All insurance policies and renewals must be in form acceptable to GMAC and must include a standard mortgagee clause in favor of GMAC. GMAC shall have the right to hold the policies and renewals, subject to the terms of any Permitted Liens. If we pay the premiums directly, we shall provide GMAC with all renewal notices and, if requested by GMAC, all receipts for premiums. If policies and renewals are held by any other person, we shall supply copies of them to GMAC within ten calendar days after they are issued.

In the event of loss, we shall give prompt notice to the insurance company and GMAC. GMAC may file a proof of loss if we fail to do so promptly.

- (b) The proceeds of any condemnation of the Property shall be paid to GMAC, subject to any Permitted Liens. We shall give GMAC notice of any threatened condemnation and sign all documents required to carry out this paragraph 4. No condemnation settlement may be made without GMAC's prior written approval which shall not be unreasonably withheld.
- (c) Subject to the terms of any Permitted Lien, GMAC may elect that the proceeds of any insurance or condemnation (after payment of all reasonable costs, expenses and attorneys' fees paid or incurred by GMAC and us) shall be applied to pay the Secured Obligations, to repair or reconstruct the Property, and/or pay us for our loss. In the event that such proceeds are not used entirely for repair and reconstruction, we shall provide GMAC with a new appraisal or valuation of the Property, conducted by a person or entity and in a form reasonably acceptable to GMAC, unless GMAC waives this requirement in writing. The receipt of proceeds shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

If the Property is abandoned by us, or if we fail to respond to GMAC in writing within 30 calendar days from the date notice of a proposed insurance or condemnation settlement is given to us GMAC may settle the claim, collect the proceeds and apply them as set forth above.

If the Property is acquired by GMAC, all of our right, title and interest in and to any insurance or condemnation proceeds shall become the property of GMAC to the extent of the sums secured by this Mortgage.

5. MAINTENANCE OF THE PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. We shall: use, improve and maintain the Property in compliance with law; keep the Property in good repair and pay when due all repair costs; prevent waste, impairment and/or deterioration of the Property; and comply with the provisions of any lease of the Property.

If the Property is part of a condominium project or a planned unit development, we shall promptly perform all of our obligations under the governing documents of the project or development.

6. PROTECTION OF GMAC SECURITY. We shall appear in and defend any action or proceeding which may affect the security of GMAC under this Mortgage or result in a violation of paragraph 3 above. If such an action is filed, we violate this Mortgage or Borrowers violate the Agreement, then GMAC may disburse funds and do whatever it believes necessary to protect the security of this Mortgage. In doing so, GMAC shall give us notice but it need not make demand or release us from any obligation.

Any amounts paid by GMAC under this paragraph 6, with FINANCE CHARGES at the variable rate in effect under the Agreement, shall be paid by us upon demand. Until paid by us, such amounts are secured by this Mortgage. GMAC is not required to incur any expense or take any action under this Mortgage and no action taken shall release us from any duty.

7. INSPECTION. Representatives of GMAC may inspect the Property from time to time. Except in an emergency, GMAC must first give notice specifying reasonable cause for the inspection.

- \$. FINANCE CHARGES AFTER END OF ACCOUNT AND/OR JUDGMENT. To the extent permitted by law, are agree that FINANCE CHARGES after the end of the Account and/or after a judgment is entered shall continue to accrue at the rates and in the manner specified in the Agreement.
- 9. OUR CONTINUING DUTIES AND GMAC'S RIGHTS; WAIVERS. No waiver of any GMAC right under the Credit Documents shall release or limit our liability, Borrower's liability, or that of our successors or Borrower's successors, nor shall any waiver affect the lien or priority of this Mortgage. GMAC shall not be required to start proceedings against any successor or modify payment terms by reason of any demand made by us or any successor.

No GMAC act or failure to act shall waive any right under this Mortgage. All waivers must be in writing and signed by GMAC; they shall apply only to the extent and with respect to the event specified in the writing. Obtaining insurance, or paying taxes, other liens or charges shall not be a waiver of GMAC's right to demand payment at once of the sums secured by this Mortgage in the event of a default under the Credit Documents.

10. SUCCESSORS AND ASSIGNS; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. This Mortgage shall bind us and our respective successors and permitted assigns for the benefit of GMAC and its successors and assigns. All agreements made by us or any successor are joint and several and may be enforced against each of us or any successor.

Any Signer who does not execute the Agreement (a) is co-signing only to encumber that person's interest in the Property and to waive all homestead, down, curtesy, appraisement, valuation, redemption, reinstatement, stay, extension, exemption and moratorium laws now existing or rereafter enacted, (b) is not personally liable under the Credit Documents, and (c) agrees that GMAC and any Signer may modify either Credit Document, without consent and without modifying the interests of the rest of us under this Mortgage.

- 11. NOTICES. All notices shall be in writing. Except where applicable law requires otherwise:
- (a) GMAC notices shall be hand delivered or mailed by first class, registered or certified mail to the address of the Property or to such other address specified by the addressee in a written notice given to GMAC. Any GMAC notice shall be considered given on the day it is deposited in the U.S. mail or is hand-delivered.
- (b) Our notices shall be mailed to GMAC by first clars, registered or certified mail to the address for such notices specified on our most recent monthly statement under the Agreement or to such other address specified by GMAC in a written notice given to us. Any such notice shall be considered given on the day it is received by GMAC.
- 12. GOVERNING LAW. This Mortgage will be governed by federal and Illinois law. If any provision is invalid, illegal, or unenforceable, this Mortgage shall be interpreted as if such provision had never been included.
 - 13. COPIES. We shall receive copies of the Credit Documents at the time they are signed or after this Mortgage is recorded.
- 14. EXERCISING REMEDIES. GMAC may exercise all of the rights and remedies provided by the Credit Documents or law, and any of these rights and remedies may be exercised individually or jointly, once or a number of times. The parties to this document are subject to the provision for Arbitration as set forth in the Agreement which is inco pore led by reference as if set forth at length herein.

15. RVENTS OF DEFAULT.

- (a) The events set forth in paragraph 15(b) are Events of Default if and when GMAC gives any Signer notice of default. We agree to notify GMAC promptly upon the happening of any event that would be an Event of Default under either Credit Document upon the giving of notice by GMAC.
- (b) After giving notice of default, GMAC may end the Account and/or demand repayment at once of the Total Balance Outstanding in any of the following events:
 - (i) There has been fraud or material misrepresentation by any Signer in connection with the Account;
 - (ii) Borrowers have failed to meet the repayment terms of the Agreement for any amount outstanding; or

- , (iii) Any action or inaction by any Signer has adversely affected the Property or any right of GMAC in the Property; to the extent permitted by law, this will include, but not be limited to, any Signer (or any legal representative or successor of any Signer) agreeing to sell, transfer or assign or selling, transferring or assigning any interest in the Property, without the prior written consent of GMAC.
- (c) Notwithstanding any language in this Mortgage to the contrary, GMAC will not give notice of default unless permitted by applicable law and GMAC will give us any grace period, right to cure and/or reinstatement right required by applicable law. This paragraph 15 is intended to give GMAC all rights permitted by applicable law.
- 16. REMEDIES. IF HORROWERS DO NOT REPAY AT ONCE THE TOTAL BALANCE OUTSTANDING WHEN DUE, GMAC MAY EXERCISE ANY REMEDY AVAILABLE TO IT UNDER APPLICABLE LAW, INCLUDING FORECLOSURE.
- 17. ASSIGNMENT OF RENTS; RECEIVERS; GMAC POSSESSION OF THE PROPERTY. As additional security, we hereby assign to GMAC any rents due on the Property after an Event of Default or abandonment of the Property. In any action to foreclose this Mortgage, GMAC shall be entitled to the appointment of a receiver.

If an Event of Default occurs or we abandon the Property, GMAC, without notice, may enter upon, take possession of, and manage the Property. CMAC may then collect or sue in its own name for any rents due on the Property. All rents so collected shall be applied first to passion of the reasonable costs of operation and management of the Property (such as collection costs, receiver's fees, bond premiums and attorneys' fees) and then to the Total Balance Outstanding. GMAC and the receiver must account only for rents actually received.

Acts taken by GMAC under this purgraph 17 shall not cure or waive any Event of Default or invalidate any act done pursuant to notice of default.

We will not, without the written consent of GMAC, receive or collect rent from any tenant on the Property more than one's month in advance. Upon an Event of Default, we will pay monthly in advance to GMAC or any receiver the fair and reasonable rental value of the Property or that part of the Property is our possession. If we fail to pay such rent, we will vacate and surrender the Property to GMAC or to such receiver. We may be evicted by summary proceedings.

- 18. RELEASE. Upon payment and discharge of all sum secured by this Mortgage and termination of the Account, this Mortgage shall be void and GMAC shall release this Mortgage with over charge to us.
- 19. REQUEST FOR NOTICES. GMAC requests that copies of netices of default, sale and foreclosure from the holder of any lien which has priority over this Mortgage be sent to GMAC at 100 Winner Pond, Horsham, PA 19044-0963.
- 20. EXHIBITS, SCHEDULES AND RIDERS, ETC. The terms of any Exhibit, Schedule or Rider attached to this Mortgage or executed and recorded with this Mortgage shall be treated as if fully set for it in this Mortgage. All of the terms of the Agreement are made part of this Mortgage.
 - 21. TIME OF ESSENCE. Time is of the essence in this Mortgage.
- 22. ACTUAL KNOWLEDGE. For purposes of the Credit Documents, GMAC shall not be deemed to have actual knowledge of any fact until it actually receives notice as set forth in paragraph 11 or until it receives writter notice thereof from a source GMAC reasonably believes to be reliable. The date of receipt shall be determined by reference to vie "Received" date stamped on such written notice by GMAC or its agent.
- 23. TAXES. If new taxes on mortgages or the debts they secure are established after the date of this Mortgage, we shall pay the full amount of any such tax.
- 24. WAIVER OF STATUTORY RIGHTS. To the extent permitted by law, for ourselves and our successors and assigns, we hereby waive the benefit of all homestead, dower, curtesy, appraisement, valuation, redemption, reinstatement, stay, extension, exemption and moratorium laws now existing or hereafter enacted and any right to have the Property marshalled upon any foreclosure. We further agree that any court having jurisdiction to foreclose may order the Property sold as an entirety.

25. EXPENSES OF LITIGATION. In any proceeding to enforce any remedy of GMAC under the Credit Documents there shall be allowed and included, to the extent permitted by law, as additional indebtedness in the judgment or decree, any court costs and reasonable expenses which may be paid or incurred by GMAC for attorneys; appraisers; documentary and expert evidence; stenographers; publication; surveys; abstracts of title; title searches; title insurance policies; Torrens cartificates; and similar items which GMAC reasonably considers necessary in such proceeding or to evidence to bidders at any sale the true condition or the title to or value of the Property. Such expenses may be estimated to the extent they will be incurred after entry of the decree. All such expenses, and those that may be incurred to protect and maintain the Property or the lien of this Mortgage, shall be payable upon demand.

26. CAPTIONS; GENDER; ETC. The headings in this Mortgage are not to be used to interpret or define its provisions. In this Mortgage, the masculine gender includes the feminine and/or neuter, singular numbers include the plurals, and plurals include the singular.

27. LIMITED LIABILITY OF TRUSTEE. If this Mortgage is executed by a Trust, the Trustee executes this Mortgage under authority vested in it as such Trustee. It is expressly understood and agreed by GMAC and its successors that (a) nothing contained in the Credit Documents shall be construed to create any liability on the Trustee personally to pay any indebtedness of to perform any coverants either express or implied contained in the Credit Documents, and (b) any recovery under the Credit Documents shall be solely against and out of the Property by enforcement of the provisions thereof. This waiver shall in no way affect the personal liability of any Borrower.

28. WRITTEN STATEMENTS. Within five calendar days upon request in person or within ten calendar days upon request by mall, we will furnish a duly acknowledged written statement of the amount due under the Credit Documents and state whether any offsets or defenses exist against the abt secured by this Mortgage.

(THIS SPACE LEFT BLANK INTENTIONALLY)

UNOFFICIAL COP8222391 Fage 7 of 11 By signing this Mortgage, we agree to all of the above.

Julian R. Dawson	
MORTGAGOR	MORTGAGOR
Julie & Dhush	
MORTGAGOR	MORTGAGOR
MORTGAGOR	MORTGAGOR
<u></u>	
MORTGAGOR	
COUNTY OF (CO) ss.	C ₀ ,
DO HEREBY CERTIFY that Julian R. Dawson person(s, whose name(s) is/are subscrib me this day in person, and acknowledge	in and for said County, in the State aforesaid, , divorced from ally known to me to be the same sed to the foregoing instrument appeared before d that
Given under my hand and official sea.	1 this 11th day of Trum, 1998.
Claim & Milenley	
Elaine F. Malendez	"OFFICIA SEAL"
Commission expires:	ELAINE F. M. EN DEZ
10/25/98	\$ MICLUMM - CAPIRES 10/25/98 \$

MORTGAGE

THIS INSTRUMENT PREPARED BY:

Title No:

Peter Hender, Esq. GMAC Mortgage Corporation 100 Witmer Road Horsham, PA 19044

TO

Recorded At Request of GMAC Mortgage Corporation

RETURN BY MAIL. TO:
GMAC Mortgage Corporation
Capital Markets/Home Equity
100 Witner Road
Horsham, PA 19044-0963

RUSERVE THIS SPACE FOR USE OF RECORDING OFFICE

RUSERVE THIS SPACE FOR USE OF RECORDING OFFICE

Account No. 1010834

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made on February 1', 1998; it is part of and amends and supplements the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of even date herewith from the undersigned to GMAC Mortgage Corporation ("GMAC"). All terms defined in the Security Instrument shall have the same meaning when used in this Rider.

The Property is a unit in a condominium project know as Westgate Condo (the "Condominium Project"), and includes an undivided interest in the common areas and facilities or "common elements" of the Condominium Project.

ADDITIONAL AGREEMENTS. In addition to the agreements in the Security Instrument, we agree with GMAC as follows:

- 1. ASSESSICENTS AND OTHER OBLIGATIONS. We shall promptly pay, when due, all assessments imposed by the owners arsociation or other governing body of the Condominium Project (the "Owners Association"). We shall perform all of our other obligations under applicable law and the declaration, by-laws, code of regulations and/or other constituent documents of the Condominium Project (the "Condominium Documents").
- 2. HAZARD INSURANCE. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against hazards included in the term "extended coverage" and such coverage as GMAC may reasonably equest against other hazards, in such amounts and for such periods as GMAC may require:
- (a) Our obligation under paragraph 4 of the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied, but only to the extent of the coverage maintained; and
- (b) To the extent of any conflict between the provisions in paragraph 4 of the Security Instrument regarding application of hazard insurance proceeds and any provisions of the Condominium Documents or of applicable law, the provisions of the Condominium Documents and applicable law shall control.

Any hazard insurance proceeds payable to us in lieu of restoration or repair of the Property, whether to the unit or to common elements, are hereby assigned to GMAC and shall be applied as set from in the Security Instrument.

For any period of time during which the hazard insurance coverage specified by this paragraph 2 is not maintained by the Owners Association, this paragraph 2 shall be deemed to have no force or effect. We shall give GMAC prompt notice of any lapse in this hazard insurance coverage.

- 3. CONDEMNATION. Our entire interest in the proceeds of any condemnation of the common elements of the Condominium Project is hereby assigned to GMAC. Such proceeds shall be applied as set forth in the Security Instrument.
- 4. GMAC'S PRIOR CONSENT. Absent GMAC's prior written consent, we shall not partition or subdivide the Property or consent to:
- (a) The abandonment or termination of the Condominium Project, except for abandonment or termination under law in the case of (i) substantial destruction by fire or other casualty or (ii) condemnation;
- (b) Any amendment to the Condominium Documents including, but not limited to, any amendment which would change the percentage interest of the unit owners in the Condominium Project:

GMAC IL CONDO 7(102u (08/95)

98222391 Page 10, of

(c) Any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project; or

- (d) The transfer, release, encumbrance, partition or subdivision of all or any part of the Condominium Project's common elements, except for easements for utilities and the like.
- 5. REMEDIES. WE GRANT AN IRREVOCABLE POWER OF ATTORNEY TO GMAC TO VOTE IN ITS DISCRETION ON ANY MATTER THAT MAY COME BEFORE THE MEMBERS OF THE OWNERS ASSOCIATION. GMAC SHALL HAVE THE RIGHT TO EXERCISE THIS POWER OF ATTORNEY ONLY AFTER A DEFAULT IS DECLARED UNDER THE SECURITY INSTRUMENT OR THIS RIDER. HOWEVER, IT MAY DECLINE TO EXERCISE THIS POWER.

in Wicress Whereof, we have executed this Condominium Rider.

Julian R. Dawion P. David	
Wilan R. Dawson MORTGAGOR	MORTGAGOR
MORTGAGOR	MORTGAGOR
MORTGAGOR	MORTGAGOR
MORTGAGOR	Cotts

JNOFFICIAL COPY8222391 Page 11 of 11

SCHEDULE A

Legal Description

ALL THAT CERTAIN PROPERTY SITUATE IN THE COUNTY OF COOK. IN THE STATE OF ILLINOIS, BEING DESCRIBED AS FOLLOWS: PARCEL 1 - UNIT NUMBERS 3D AND G-8 IN THE WESTGATE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE LOTS 9, 10 AND 11 IN DUNCAN'S ADDITION TO THE CITY OF CHICAGO, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSI IP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PORTION OF SAID PROPERTY LYING BELOW ELEVATION +27.80, BEING CEILING OF FIRST FLOOR, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 9; THENCE NORTH ALONG THE WEST LINE OF LOTS 9 AND 10; A.OO FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF LOT 9, 24.30 FEET; THENCE SOUTH, 14.00 FEET: THENCE EAST PARALLEL TO THE SOUTH LINE OF LOT 9, 24.30 FEET; THENCE SOUTH, 14.00 FEET; THENCE EAST, 12 70 FEET; THENCE NORTH, 14.00 FEET; THENCE EAST, 89.09 FEET TO THE EAST LINE OF LOT 10; THENCE SOUTH, 35.00 FEET; THENCE WEST, 19.40 FEET; THENCE SOUTH 20.00 FEET; THENCE EAST, 19.40 FEET; THENCE SOUTH, 35.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT9; THENCE WEST, 126.08 FEET TO THE POINT OF BEGINNING, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER LR3891819, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS, PARCEL -2- NONEXCLUSIVE EASTMENT IN FAVOR OF PARCEL 1 FOR INGRESS AND EGRESS as created, limited and defined in declaration of easiments. Restrictions and operating AGREEMENTS DATED JUNE 21, 1990 AND FILED WITH THE REGISTRAR OF TITLES AS DOCUMENT LR3891818 AND RECORDED WITH THE RECORDER OF DEEDS AS DOCUMENT 90303796 THROUGH, OVER AND ACROSS THE LOBBY AREA AND CORRIDOR BETWEEN THE ELEVATOR AND DOOR IN THE SOUTHEAST PORTION OF THE Clart's Orrica "COMMERICIAL PROPERTY".

Tax I.D. Number: 17-17-228-020-1014

Also Known AS: 812 W. Van Buren 3D, Chicago, 60607

Proberty of Coof County Clark's Office