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RECORDATION REQUESTED BY:

Bank One, NA Home Loan Services P.O. Box 710097 Columbus, OH 43271-0097

WHEN RECORDED MAIL TO:

Bank One, NA Home Loan Services P.O. Box 710079 Columbus, OH 43271-0079 99933580

8101/0108 51 001 Page 1 of 9 1999-10-01 15:48:05

Cook County Recorder 37.50

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

ANDATW HUGHES

PO LCX: 710097

COLUMBUS, OH 43271-0097



MORTGAGE

THIS MORTGAGE IS MADE THIS MAY 7, 1999, between SCOTT D H REDMAN and CYNTHIA J H REDMAN, HUSBAND AND WIFE, TENANTS BY THE ENTIRETY, whose address is 362-B W HURON ST, CHICAGO, IL 60610 (referred to below as "Grantor"); and Bank One, ***P**, whose address is Home Loan Services, P.O. Box 710097, Columbus, OH 43271-0097 (referred to below as "Lander").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, all tenant security deposits, unliny deposits and all proceeds (including without limitation premium refunds) of each policy of insurance relating to any of the Improvements, the Personal Property or the Real Property; all rents, issues, profits, revenues royalties or other benefits of the Improvements, the Personal Property or the Real Property; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

PLEASE SEE ATTACHED

The Real Property or its address is commonly known as 362-B W HURON ST, CHICAGO, IL 60610. The Real Property tax identification number is 17-09-207-002.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means each and every person or entity signing the Credit Agreement, including without limitation SCOTT D H REDMAN and CYNTHIA J H REDMAN.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit Agreement deted May 7,

6821 W. NORTH AVE. OAK PARK, IL 60302



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1999, between Lender and Borrower with a maximum credit limit of \$50,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The interest rate under the Credit Agreement is a variable interest rate based upon an index. The index currently is 7.750% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 1.550 percentage points above the index, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the lesser of 19.800% per annum or the maximum rate allowed by applicable law.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Credit Agreement, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rams and Personal Property to Lender and is not personally liable under the Credit Agreement except as otherwise provided by contract or law.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Indebtedness. The word "indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit and shall secure rot only the amount which Lender has presently advanced to Borrower under the Credit Agreement, but also any future amounts which Lender may advance to Borrower under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Len ler, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$50,000.00.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to, or located on, the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND

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ENCUMBRANCES, INCLUDING STAUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS: Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor and Borrower agree that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Real Property and collect the Rents.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Srantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Granto, will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding the to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, "sale or transfer" also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levier against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall be appealed or certificates of coverage from each insurer containing a stipulation that coverage will hot be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b)

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be added to the balance of the credit line and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy, or (ii) the remaining term of the Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Real Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

No Other Liens. Grantor will not, without the prior written consent of Lender, create, place, or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any mortgage, volur tary or involuntary lien, whether statutory, constitutional or contractual (except for a lien for ad valorem taxes in the Real Property which are not delinquent), security interest, encumbrance or charge, against or covering the Property, or any part thereof, other than as permitted herein, regardless if same are expressly or otherwise subordinate to the lien or security interest created in this Mortgage, and should any of the foregoing become attached hereafter in any manner to any part of the Property without the prior written consent of Lender, Grantor will cause the same to be promptly discharged and released.

The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mort lage securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation. The existing obligation has a current principal balance of approximately \$421,103.00. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any defaul, under any security documents for such indebtedness.

FULL PERFORMANCE. If Borrower pays all the Indebtedness when due, terminates the Credit Agreement, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing deliver to Grantor a suitable satisfaction of this Mortga je and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination for as determined by Lender from time to time. If, however, payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remic the amount of that payment (a) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the Indobtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this shall be bound by any judgment, decree, order, settlement or compromise relating to the indebtedness or to this Mortgage.

DEFAULT. Each of the following, at the option of Lender, shall constitute an every of default ("Event of Default") under this Mortgage: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the Credit Agreement. (c) Grantor's patient or inaction adversely affects the collectival for the Credit Agreement or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of any or all persons liable on the Credit Agreement, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes. permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of

(Continued)

Loan No 4710023408

the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

Attorneys' Fees; Expenses. In the event of foreclosure of this Mortgage, Lender shall be entitled to recover from Grantor and Borrower attorneys' fees and actual disbursements necessarily incurred by Lender in pursuing such foreclosure.

ASSOCIATION OF UNIT OWNERS. The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

Power of Attorney. Grantor grants an irrevocable power of attorney to Lender to vote in its discretion on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after default by Grantor; however, Lender may decline to exercise this power as it

Insurance. The insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

Compliance with Regulations of Association. Grantor shall perform all of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, Grantor shall perform all of the obligations imposed on Grantor by the lease of the Real Property from its owner.

MISCELLANEOUS PROVISIONS.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Time Is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Granto hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illi nois as to all Indebtedness secured by this Mortgage.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS. Clart's Office

GRANTO

H REDMAN

J H REDMAN

UNOFFICIAL

COPY

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(Continued

INDIVIDUAL ACKNOWLEDGMENT

STATE OF <u>Ellinois</u>)
COUNTY OF ASK) ss)
J H REDMAN, to me known to be the individ	blic, personally appeared SCOTT D H REDMAN and CYNTHIA luals described in and who executed the Mortgage, and ir free and voluntary act and deed, for the uses and purposes day of
Notary Public in and for the State of <u>///////////////////////////////////</u>	OFFICIAL SEAL CARA JIMÉNEZ Notary Public — State of Itilinois My Commission Expires 2/23/2003

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EXHIBIT 'A'

BORROWER: REDMAN PIN: 17-09-207-00 0000

LEGAL DESCRIPTION:

UNIT 508 AND PARKING SPACE P-12 IN THE TUXEDO PARK CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THAT PART OF LOTS 1 TO 16, BOTH INCLUSIVE, IN BLOCK 15 IN BUTLER, WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, BAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF LOTS 1 TO 4, BOTH INCLUSIVE, IN BLOCK 8 IN HIGGINS, LAW AND COMPANY'S ADDITION TO CHICAGO, A SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8. TOWNSHIP 39 NORTH, TANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 15 AFORESAID; THENCE SOUTH 89 DEGREES 53 MIN TES 29 SECONDS WEST ALONG THE NORTH LINE 250.81 FRET; THENCE SOUTH 00 DEGREES 05 MINUTES 31 SECONDS EAST AT RIGHT ANGLES THERETO 74.95 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS EAST 174.3 FEET; THENCE SOUTH 00 DEGREES OF MINUTES 31 SECONDS EAST AT RIGHT ANGLES THERETO 25.28 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 29 SECONDS EAST 76.86 FRET TO THE EAST LINE OF LOT AFORESAID; THENCE NORTH 00 DEGREES 19 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE 99.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

THAT PART OF LOTS 1 TO 16, BOTH INCLUSIVE AND VACATED ALLEY LYING SOUTH OF LOTS 1
TO 8 AND NORTH OF LOTS 9 TO 16 IN BLOCK 15 IN DUTLER WRIGHT AND WEBSTER'S ADDITION
TO CHICAGO IN THE NORTHEAST QUARTER OF SECTION > TOWNSHIP 39 NORTH, RANGE 14, EAST
OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOW: COMMENCING AT THE NORTHEAST
CORNER OF LOT 1; THENCE SOUTH 00 DEGREES 19 MINUTES ?1 SECONDS EAST ALONG THE EAST
LINE THEREOF 84.04 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 29 SECONDS WEST 106.09
PEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 10 NINUTES 00 SECONDS EAST
17.50 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WLST 72.0 FEET; THENCE
NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 17.50 FEET; THENCE NORTH 90 DEGREES 00
MINUTES 00 SECONDS EAST 72.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,
ILLINOIS

ALSO

THAT PART OF LOTS 1 TO 16, BOTH INCLUSIVE AND VACATED ALLEY LYING SOUTH OF LOTS 1
TO 8 AND NORTH OF LOTS 9 TO 16 IN BLOCK 15 IN BUTLER WRIGHT AND WEBSTER'S ADMITION
TO CHICAGO IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 17, EAST
OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST
CORNER OF LOT 1; THENCE SOUTH 00 DEGREES 19 MINUTES 31 SECONDS BAST ALONG THE BAST
LINE THEREOF 116.54 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 29 SECONDS WEST 106.27
FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 00 S ECONDS BAST
17.50 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 72.0 FEET; THENCE
NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 17.50 FEET; THENCE NORTH 90 DEGREES 00

CONTINUED

Page 2 of 3 BORROWER:REDMAN

EXHIBIT 'A' (cont'd)

Legal Description (Continued):

MINUTES 00 SECONDS BAST 72.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOTS 1 TO 16, BOTH INCLUSIVE, AND VACATED ALLEY ADJOINING SAID LOTS IN BLOCK 15 IN BUTLER AND WEBSTER'S ADDITION TO CHICAGO IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF LOTS 1 TO 8, HOTH INCLUSIVE, AND VACATED ALLEY ADJOINING SAID LOTS, IN BLOCK 8 IN HIGGINS, LAW AND COMPANY'S ADDITION TO CHICAGO, A SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 15 AFORESAID; THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS WEST ALONG THE NORTH LINE 250.81; THENCE SOUTH OU DEGREES OF MINUTES 31 SECONDS EAST AT RIGHT ANGLES THERETO 74.95 FRET TO THE POINT OF LEGINNING; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS EAST 69.47 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS BAST 68.17 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 91.0 PRET TO THE EAST LINE OF THE WEST 6.75 PERT OF LOT 6; THENCE NORTH 00 DEGREES 00 MINU.ES 00 SECONDS EAST ALONG THE RAST LINE OF THE WEST 6.75 FEET OF LOT 6 AFORESAID 24.76 FEET TO THE NORTH LINE OF LOT 6; THENCE NORTH 89 DEGREES 54 MINUTES 10 SECONDS EAST ALONG THE NORTH LINE OF LOTS 6 AND 7 FOR A DISTANCE OF 17.75 FEET TO THE WEST TERMINUS OF SAID VACATED ALLE": THENCE NORTH OO DEGREES OO MINUTES OO SECONDS EAST ALONG SAID WEST TERMINUS AND ITS NORTHERLY EXTENSION 43.24 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS EAST 37.78 FEAT TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

THAT PART OF LOTS 1 TO 16, BOTH INCLUSIVE, IN BLOCK 15 IN BUTLER WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN THE NORTHEAST QUARTER OF SECTION STOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PAFT OF LOTS 1 TO 4, BOTH INCLUSIVE, IN BLOCK 8 IN HIGGINS, LAW AND COMPANY'S ADDITION TO CHICAGO, A SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMUNICING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 15 AFORESAID; THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS WEST ALONG THE NORTH LINE 250.81 FEET TO THE POINT OF BEGINNING; THENCE SOUTH OF DEGREES OF MINUTES 31 SECONDS EAST AT RIGHT ANGLES THERETO 74.95 FEET; THENCE SOUTH 80 DEGREES 53 MINUTES 29 SECONS WEST 3.78 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 25.24 FEET TO THE NORTH LINE OF 18 FOOT PUBLIC ALLEY; THENCE SOUTH 89 DEGREES 54 MINUTES 10 SECONDS WEST ALONG SAID NORTH LINE 60.00 FEET TO THE WEST LINE OF LOT 4 IN BLOCK 8 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF LOT 4 AFORESAID 100.18 FEET TO THE NROTHWEST CORNER OF SAID LOT; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF LOTS 2, 3 AND 4 FOR A DISTANCE OF 63.78 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLIOIS

ALSO

THAT PART OF LOTS 1 TO 16, BOTH INCLUSIVE, AND VACATED ALLEY ADJOINING SAID LOTS, IN BLOCK 15 IN BUTLER WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF LOTS 1 TO 8, BOTH INCLUSIVE, AND VACATED ALLEY ADJOINING SAID LOTS, IN BLOCK 8 IN HIGGINS, LAW AND COMPANY'S ADDITION IN CHICAGO, A SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN

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EXHIBIT 'A' (cont'd)

BORROWER: REDMAN

Legal Description (Continued):

BLOCK 15 AFORESAID: THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS WEST ALONG THE NORTH LINE 250.81 PEET; THENCE SOUTH 00 DEGREES 06 MINUTES 31 SECONDS EAST AT RIGHT ANGLES THERETO 74.95 FEET, THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS EAST 69.47 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 68.17 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 91.00 PRET TO THE EAST LINE OF THE WEST 6.75 FEET OF LOT 6; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF THE WEST 6.75 FEET OF LOT 6 AFORESAID 75.42 FEET TO THE SOUTH LINE OF LOT 6 BEING THE NORTH LINE OF WEST HURON STREET; THENCE NORTH 89 DEGREES 54 MINUTES 07 SECONDS BAST ALONG SAID NORTH LINE 114.41 FRET; THENCE NORTH DO DEGREES DO MINUTES DO SECONDS EAST 75.22 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 23.34 FEET TO THE POINT OF BEGINNING, IN COCK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO THE MB, 12
OF COOK COUNTY CLOTH'S OFFICE DECLARATION OF CCYCOMINIUM RECORDED JUNE 27, 1997 AS DOCUMENT NUMBER 97465251 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.