2001-10-10 09:50:45

Cook County Recorder

39.00

PREPARED BY:

0010940681

RECORD AND RETURN TO: THE NORTHERN TRUST COMPANY ATTN: HOME LOAN CENTER, B-A 50 SOUTH LA SALLE STREET CHICAGO, ILLINOIS 60675

MORTGAGE MODIFICATION AGREEMENT

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00005522064

This Mortgage Modification Agreement ("this Agreement") dated as of SEPTEMBER 1, 2001 is by, between and among CHRISTOPHER ZORICH, SINGLE AND NOT MARRIED

(the foregoing party(ies), individually and collectively, "Borrower") and THE NORTHERN TRUST COMPANY

("Lender").

WHEREAS, Lender has made a mortgage loan (the "Loan") to Borrower in the principal amount of \$ 179,000.00 , reduced by payments to current principal balance of \$ 156,397.80 , and Borrower has executed and delivered to Lender a note evidencing the Loan (the note, together with any and all riders and attachments thereto, as and if previously modified or amended, the "Existing Note") dated FEBRUARY 29, 1996 ;

WHEREAS, Borrower has executed and delivered to Lender a mortgage (the mortgage, together with any and all riders and attachments thereto, as and if previously modified or amended, the "Mortgage") dated and recorded in the Office of the Recorder of Deals of COOK COUNTY, FEBRUARY 29, 1996 96162497 MARCH 1, 1996 as Documera Number ILLINOIS , on which Mortgage secures the Existing Note and conveys and mortgages real estate located at 1429 SOUTH CLARK STREET, CHICAGO , legally described on Exhibit A a tached hereto and in COOK COUNTY, ILLINOIS identified by Pin Number: 17-12-211-035-0000 (together with all fixtures and improvements thereon, the "Property").

WHEREAS, Lender represents that it is the owner and holder of the Existing Note, and Borrower represents that it is the owner of the Property and that there are no liens (except for taxes not yet due) or mortgages on the Property, except any in favor of Lender and any junior mortgage subordinated to the Mortgage of which Lender has knowledge; and

WHEREAS, the parties hereto wish to modify the terms of the Loan so that the terms of the Existing Note, as previously documented and disclosed by Lender, are replaced with the terms of that note (together with the terms of any and all riders and attachments thereto) dated the date of this Agreement, attached hereto as Exhibit B which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2026, and such note incorporated herein by reference (such note together with all such riders and attachments, the "Replacement Note"), as such terms have been disclosed in the disclosures given to Borrower by Lender in contemplation of this modification;

Rev. 02/03/98 DPS 690

TIC A 60/86376, dept 1237,

the parties hereto hereby agree as follows: NOW THEREFORE, for valuable consideration, the receiptand declared of which are hereby acknowledged,

The recitals (whereas clauses) above are hereby incorporated herein by reference.

the Replacement Note, relevant riders, attachments and disclosures, and such other documents and instruments As a condition of Lender modifying the terms of the Loan, Borrower agrees to execute this Agreement, .2

as Lender may request from time to time (collectively, the "Replacement Documents").

shall cease to be of any effect. If this Agreement is being used to convert a Balloon Note to a Fixed Rate Note Fixed Rate Note or a Balloon Note, from and after the date hereof, any Adjustable Rate Rider to the Mortgage payable under the Replacement Note. If this Agreement is being used to convert an Adjustable Rate Note to a accrued unpaid interest and other amounts owing under the Existing Note shall be deemed outstanding and 08.795,881 Note, which Replacement Note shall be in the principal amount of \$ The Existing Note is hereby smended, restated, renewed and replaced in its entirety by the Replacement

be of any effer.. or an Adays able Rate Note, from and after the date hereof, any Balloon Rider to the Mortgage shall cease to

References in the Mortgage and related documents to the "Note" and riders and attachments thereto

Upon receipt of the Replacement Note, the Lender shall return the Existing Note to Borrower marked shall, from and are date hereof, be deemed references to the Replacement Note.

Borrower hereby agree, and confirms that (i) the Replacement Note, as an amendment, restatement, " (date of Replacement Note). "Renewed by Mote dated." SEPTEMBER 1, 2001

Note were set forth and described in the Mortgage. and (ii) the lien of the Mortgage and secure the Replacement Note to the same extent as if the Replacement renewal and replacement of the faisting Note, is and shall be a continuing obligation of Borrower to Lender,

The parties hereto further agree that all of the provisions, stipulations, powers and covenants in the

Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them except

as changed or modified in express terms by the Parlacement Documents.

the prior written consent of Lender. Terms not otherwise defined herein shall have the meaning given to them successors and assigns, except that Borrower may not transfer or assign its rights or interest hereunder without to the benefit of and be binding upon the parties hereto, their heirs, executors, personal representatives, the plural and vice versa, and the use of one gender shall also denote the others. This Agreement shall inure executed in such State. Unless the context requires othery ise, wherever used herein the singular shall include and construed in accordance with the internal laws of the State of Illinois, and shall be deemed to have been This Agreement and any document or instrur, ent executed in connection herewith shall be governed by

to the balance of the Loan or the presence or absence of liens on the Property The land trustee's waiver A land trustee executing this Agreement does not make the representations and warranties above relating in the Replacement Documents and Mortgage.

attached hereto (if applicable) is hereby incorporated herein by reference.

tied and ale ANDEA And A seement as of the

November 21, 2007 Ay Commission Expires St. Joseph County

IN WITNESS WHEREOF, the parties hereto have du

day and year first above written.

CHRISTOPHER ZORIC

169 SAQ

(86/87/10)

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 1st day of September, 2001, 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 scrure Borrower's Adjustable Rate Note (the "Note") to THE NORTHERN TRUST COMPANY

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

1429 SOUTH CLARK STREET, CHICAGO, ILLINOIS 60605

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of changes in the interest rate and the monthly payments as follows:

6.5000 %. The Note provides for

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of **September**, **2006**, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

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MULTISTATE ADJUSTABLE RATE RIDER - ARM 6-2 -Single Family- Fannie Mae/Freddie Mac

UNIFORM INSTRUMENT

Fannie Mae 4-2/5-2/6-2 ARM

822R (0008)

Form 3111 1/01

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Initials:

VMP MORTGAGE FORMS - (800)5237291

NC 20310-01

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the infex is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and Three Fourths percentage points (2.7500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section

4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to own at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.5000 % or less than 4.5000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.5000 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

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Initials

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20310-02

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me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of all calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am ir default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in exforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guaranter, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holeer may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as

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-822N (0009) Modified for Endorsement

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20301-03

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this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these rums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE CHRISTOPHER ZORICH	(Seal) -Borrowei	GLEN MOLNAR St. Joseph County My Commission Expires November 21, 2007 The Mulia	(Seal) -Borrower
	(Seal) -Borrower	2 <u>/</u> C/0	(Seal) -Borrower
	(Seal) -Borrower		(Seal) -Borrower
д.	(Seal) -Borrower		(Seal) -Borrower

[Sign Original Only]

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BY SIGNING BELOW, Bo Adjustable Rate Rider.	orrower accepts and gross	O the teges of teges of the teges of teges of the teges of teges	accontained in this
CHEASTOPHE'S TORICH	(Seal) -Borrower	Dlen Moha	(Seal) -Borrower
	-Borrower		-Borrower
	-Borrower		-Borrower
	-Borrower	0/4/2	(Scal) -Borrower
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(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Section 18 of the Security Instrument is amended to read as follows:

Transice of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to trace beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the 'roperty or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if:

(a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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D. NC

Initials:

20310-03



PARCEL 1:

THAT PART OF PLOCK 7 IN DEARBORN PARK UNIT 2, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN PART OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID BLOCK 442.25 FEET NORTH OF THE SOUTHWEST CORNER THEREOF: 90 DEGREES 00 MINUTES 00 SECONDS EAST PERPENDICULAR THERETO FOR A DISTANCE 55.67 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST 14.14 FEET; THENCE SOUTH 00 DEGREES 06 MEMUTES 00 SECONDS WEST 43.24 FEET; THENCE SOUTH 54 DEGREES 02 MINUTES 19 SECONDS EAST 24.71 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 32 0 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST 32.88 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 62.42 FEET TO A POINT IN THE WEST LINE OF BLOCK 7 AFORESAID 319.24 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH OO DEGREES OO MINUTES 00 SECONDS EAST ALONG SAID WEST LINE 123.01 FEET TO THE POINT OF BEGINNING (EXCEPT FROM THE ABOVE DESCRIBED PROPERTY TAKEN AS A TRACT THAT PART THEREOF LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID TRACT 98.83 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 46 MINUTES 10 SECONDS EAST 65.67 FEET TO THE EAST LINE OF SAID TRACT), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES INCLUDING SEWER, WATER, GAS AND DRAINAGE: THAT PART OF BLOCK 7 IN DEARBORN PARK UNIT 2 BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN PART OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID BLOCK, 71.66 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST PERPENDICULAR THERETO FOR A DISTANCE OF 189.93 FEET TO THE EAST LINE OF SAID BLOCK; THENCE NORTH 00 DEGREES 08 MINUTES 18 SECONDS EAST ALONG SAID EAST LINE 14.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 57.20 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST 7.07 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 124.97 FEET; THENCE NORTH 34 DEGREES 37 MINUTES 01 SECONDS WEST 28.16 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 39.31 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST 20.68 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 64.08 FEET TO THE EAST LINE OF BLOCK 7 AFORESAID: THENCE NORTH OO DEGREES 08 MINUTES 18 SECONDS EAST 27.76 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 63.51 FEET; THENCE NORTH 45 DEGREES OO MINUTES OO SECONDS WEST 21.57 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 37.22 FEET; THENCE NORTH 33 DEGREES 10 MINUTES 17 SECONDS EAST 25.59 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 37.12 FEET; THENCE NORTH 45 DEGREES

TES 00 SECONDS EAST 14.14 FEET; THENCE NORTH 90 DEGREES OO MINUTES ONDS EAST 55.06 FEET TO THE EAST LINE OF BLOCK 7 AFORESAID: H 00 DEGREES 08 MINUTES 18 SECONDS EAST ALONG SAID EAST LINE 14.0 FEET A LINE DRAWN PERPENDICULAR TO THE WEST LINE THEREOF THROUGH A POINT THEREIN 456.25 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID PERPENDICULAR LINE 190.76 FEET TO SAID POINT ON THE WEST LINE THEREOF 456.25 FEET NORTH OF THE SOUTHWEST CORNER; THENCE SOUTH OO DEGREES OO MINUTES OO SECONDS WEST ALONG SAID WEST LINE 14.0 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 55.67 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST 14.14 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 43.24 FEET; THENCE SOUTH 54 DEGREES 02 MINUTES 19 SECONDS EAST 24.71 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 32.0 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECCILS WEST 32.80 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 62.42 FEET TO A POINT IN THE WEST LINE OF BLOCK 7 AFORESAID 319.24 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH OO DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE 24.0 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 62.43 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST 32.97 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 32.56 FEET: THENCE SOUTH 45 DEGREES 13 MINUTES 03 SECONDS WEST 30.99 FEET; THENCE SOUTH Of DFGREES OO MINUTES OO SECONDS WEST 126.44 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST 7.07 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECOND WEST 58.67 FEET TO A POINT A POINT IN THE WEST LINE OF BLOCK 7 AFORESAID 86.16 FEET NORTH OF THE SOUTHWEST CORNER NUT.
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Colling

C THEREOF; THENCE SOUTH 00 DEGREES CO MINUTES 00 SECONDS WEST ALONG SAID WEST LINE 14.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.