When recorded, mail to:

9769/0030 87 006 Page 1 of 2002-12-17 11:55:00

Cook County Recorder

36.50

LONG BEACH MORTG/ GE CCMPANY P.O. BOX 201085 STOCKTON, CA 95202

Loan No. 4891586-7891



[Space Above This Line For Recording Data] =

#### **MORTGAGE**

THIS MORTGAGE ("So surity Instrument") is given on

December

. The mortgagor is

ARMANDO CAMPOS AND BERTHA CAMPOS, HUSBAND AND WIFE AS TENANTS IN COMMON

("Borrower"). This Security Is strument is given to

LONG BEACH MORTGACE COMPANY

which is organized and existin; under the laws of the State of Delay are address is 1100 TOWN & COUNTRY ROAD ORANGE, CA 92868

, and whose

("Lander"). Borrower owes Lender the principal sum of

Eighty Seven Thousand Five Hundred and no/100---

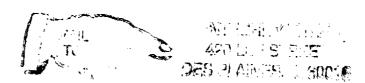
Dollars (U.S. \$

87.500.00

This debt is evidenced by I arrower's note dated the same date as this Security in trument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2033

This Security Instrument secur to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, a vanced under paragraph 7 to protect the security of this Se mrity Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to lender the following described property located in County, Illinois:

LEGAL DESCRIPTION / TTACHED HERETO AND MADE A PART HEREOF



# 36453

which has the address of 108.22 S GREEN BAY AVE

CHICAGO

[Street, City].

Illinois 60617

ILLINOIS-Single Family-FNMA/FHL MC UNIFORM

[Zip Code] ("Property Address");

-6H(IL) (9405)

INSTRUMEN Form 3014 9/90

Amended 12/93

VMP MORTGAGE FORMS - (80.3)621-7291



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TOGETHER WITH a 1 the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVET ANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY IN: TRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENA VIS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Princ pal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly ayments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may strain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage assurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph is in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, full of and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender way, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) (ri) any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Bortower for ho direct and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, 1 nless Lender pays Borrower in terest on the Funds and applicable law permits Lender to make such a charge. However, Lender 1 key require Borrower to pay a on time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may at me in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual ac xunting of the Funds, showing credits and (chits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all some secured by this Security Instrument.

If the Funds held by Le der exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accor lance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay it e Escrow Items when due, Lender may so notify Borrower in vitting, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

Upon payment in full cf all sums secured by this Security Instrument, Lender shall promp ly n fund to Borrower any Funds held by Lender. If, unc at paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply as y Funds held by Lender at the time of acquisition or sale as a credit against in sums secured by

- 3. Application of Paym ats. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, t principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Bort ower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. I orrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly lischarge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the colligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforc ment of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Le aler determines that any part of the Property is subject to a lien which may attain priority over

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#### INTERITY TITLE UNOFFICIAL COPY399786 Page 3 of

this Security Instrument, Let der may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth bove within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The in urance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreason bly withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold it a policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal r mices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of lo s if not made promptly by Borrower.

Unless Lender and Born ower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the rest tration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically fe sible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answe, within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the incu ance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Bo rower of erwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender. Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument

- 6. Occupancy, Preserva ion, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, estab ish, and use the Property is Borrower's principal residence within sixty days after the execution of this Security Instrument and hall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's comrol. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whethe civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinst to, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest Borrower shall also be in default if Borrower, during the loan ap dication process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any n aterial information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Florrower's occupancy of the Property as a principal residence. Whis Security Instrument is on a leasehold, Borrower shall excuply with all the provisions of the lease. If Borrower acquires fe : titl = to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Presenty (such as a proceeding in bankruptcy, pre-bate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessar, to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums so used by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless I orrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the liete rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage equired by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mort; age insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to mai train mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender

In the event of a total 'al ing of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property in mediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be requeed by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured manediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balan at shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and a under otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, even notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for dunages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Institutent, whether or not then due.

Unless Lender and Bor ower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the nouthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Rele sed; Forbearance By Lender Not a Warrer. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor; in interest. Lender shall not be required to commence proceedings agains any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made of the original Borrower or Borrower's successors in interest. Any fo thearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remed.
- 12. Successors and As igns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bine and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, great and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, nodify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice of Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

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Lender's address stated here n or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be seemed to have been given to Borrower or Lender when given as provided in this paragraph.

- 15. Governing Law; deverability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Preperty is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the comlicting provision. To this end the provisions of this Security Instrument and the Note are declared
  - 16. Borrower's Copy. 3orrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written cons nt, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. Howeve, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the cate the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Lorre wer fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Ir. Frament without further notice or demand on Borrower.

- 18. Borrower's Right of Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinst tement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) et try of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due varies this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any oth r covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable attorneys' tees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security astrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shill continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby sl all remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Boare wer. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan xervicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other
- 20. Hazardous Substa ness. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone alse to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of st call quantities of Hazardous Substances that are generally recognized to by appropriate to normal residential uses and to mainte lance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory as ency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actua knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remedia ion of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragra h 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, vol. tile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environs sental Law" means federal laws and laws of the jurisdiction where the Property is located that

NON-UNIFORM COVI NANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Rem dies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreem at in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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applicable law provides othe wise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the relault on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security In trument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be satisfied to collect all expenses incurred in pursuing the remedics provided in this paragraph 21, including, but not limiter to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payn ent of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fie is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Waiver of idomeste: d. Borrower waives all right of homestead exemption in the Property.
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the cover ages and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]
Adjustable Rate Ride: Graduated Payment Lider Balloon Rider V.A. Rider  Condominium Rider Planned Unit Development Rider Ra e Improvement Rider Second Home Rider  Condominium Rider Planned Unit Development Rider Second Home Rider
BY SIGNING BELOW, Horrower accepts and agrees to the top a
in any rider(s) executed by Bi prower and recorded with it.  Witnesses:  ARMANDO CAMPOS  (Scal)
Booth Ca (Seal)
-Borrower (Scal)
STATE OF ILLINOIS,  I. County ss:  that  County share of the L. D., a Notary Public in and for said county and state do hereby certify  Ar mondo Congres + Bertla County of husbard of  Will
subscribed to the foregoing is strument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as  Given under my hand at d official scal, this  Given under my hand at d official scal, this  personally known to me to be the same person(s) whose name(s) he free and voluntary act, for the uses and purposes therein set forth.
My Commission Expires:  (9) (6) Notary Public  Notary Public
-6H(IL) (9405) Page 3 of 8 (6.04) Form 3014 9/90

#### LEGAL DESCRIPTION "A" TIBIHX3

(EXCEPT THE N. MSHIP 37 NORTH RANGE MACHINE)

JUTY, ILENOIS,

JUTY, ILENOIS, TOWNSHIP 37 NORTH RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK 10 IN BLOCK 2 IN RUS JELL'S SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 18, LOT 9 (EXCEPT THE N JRTH 8 1/3 FEET THEREOF) AND THE NORTH 16 2/3 FEET ON LOT