

# UNOFFICIAL COPY

ID#359352

3716/0154 10 001 Page 1 of 10  
2002-12-10 11:10:44  
Cook County Recorder 42.50

0327334015

Return To:

NATIONAL CITY MORTGAGE CO.  
P.O. BOX 809068  
DALLAS, TX 75380-9068

Doc#: 0327334015  
Eugene "Gene" Moore Fee: \$44.50  
Cook County Recorder of Deeds  
Date: 09/30/2003 09:02 AM Pg: 1 of 11

Prepared By: *The Money Shop*  
*7300 College Dr.*  
*Palos Heights, IL 60463*

0001661397

State of Illinois

*03-IL-4270*  
MORTGAGE

FHA Case No.

1372005598- 734

THIS MORTGAGE ("Security Instrument") is given on **October 25, 2002**  
The Mortgagor is

VERONICA VILLAGOMEZ An Unmarried Woman

\* This instrument is being re-recorded to add  
Legal description

("Borrower"). This Security Instrument is given to  
**THE MONEY SHOP**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**,  
whose address is **7300 COLLEGE DR, PALOS HEIGHTS, IL 60463**, and

**SEVENTY FIVE THOUSAND & 00/100** Dollars (U.S. \$ **75,000.00**).  
("Lender"). Borrower owes Lender the principal sum of

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **November 1 2032**. This Security Instrument secures 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, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Illinois Mortgage - 4/96

VMP-4R(IL) (0109).01

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Initials: JW

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Initials:

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MND-AR(1L) (0109-01)

hereby mortgagee, grant and convey to the Lender the following described property located in  
[County, Illinois] [City], Illinois  
60604 [Zip Code] ("Property Address");  
which has the address of 2615 S 61ST CT #300, CICERO  
[Street]

Parcel ID #: \_\_\_\_\_

**SEE LEGAL ATTACHED**

Coook  
[County, Illinois]

hereby mortgagee, grant and convey to the Lender the following described property located in  
[County, Illinois] [City], Illinois  
60604 [Zip Code] ("Property Address");  
which has the address of 2615 S 61ST CT #300, CICERO  
[Street]

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements,  
appurtenances and fixtures now or heretofore 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 COVENANTS** that Borrower is lawfully seized 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 INSTRUMENT combines uniform covenants for national use and non-uniform covenants with  
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest  
on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment,  
together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special  
assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c)  
premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance  
premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year when such premium  
would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i)  
a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead  
of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be  
determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and  
the sums paid to Lender are called "Escrow Funds."

Leender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the  
maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act  
of 1974, 12 U.S.C. Section 2601 et seq., and implementing regulations, 24 CFR Part 3500, as they may be amended  
from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements  
or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the  
mortgage insurance premium.

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Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement 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 Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

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KL initials

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**4. Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods required by Lender. Lender may require insurance to be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

Fourth, to amortization of the principal of the Note; and Fifth, to late charges due under the Note.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower lends to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all instalment items (a), (b), and (c) and any mortgage insurance premium instalment remaining for all instalment items (a), (b), and (c) and any mortgage insurance premium instalment due prior to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediate payment of all amounts due by Borrower to Lender shall be credited with the balance remaining for all instalments for all items (a), (b), and (c).  
 3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:  
 First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the mortgagor by the Secretary instead of the monthly mortgage insurance premium;  
 Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

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- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of 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 against 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 by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). 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, grant 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, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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Assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This prevent Lender from exercising its rights under this paragraph 17.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would entitle to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument. (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as absolute assignment and not an assignment for security only.

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of any covenant in the agreement to any covenant in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for security only.

NON-UNIFORM COVENANTS. Borrower and Lender further agree as follows:

As used in this paragraph 16, "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, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

any governmental agency or private party violating the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any government the Property is necessary authority authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party violating the Property and any Hazardous Substance or Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances that are generally recognized to be propertiable to normal residential uses and to maintainance of the Property.

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 small quantities of Hazardous Substances that are generally recognized to be propertiable to normal residential uses and to maintainance of the Property.

any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else 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 small quantities of Hazardous Substances that are generally recognized to be propertiable to normal residential uses and to maintainance of the Property.

16. Borrower's Copy. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared to be severable.

18. Notices. Any notice to 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 Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

19. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared to be severable.

20. Miscellaneous. Borrower shall be given one copy of the Note and of this Security Instrument.

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**18. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

**19. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**20. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

**21. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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)].

Condominium Rider  
 Planned Unit Development Rider

Growing Equity Rider  
 Graduated Payment Rider

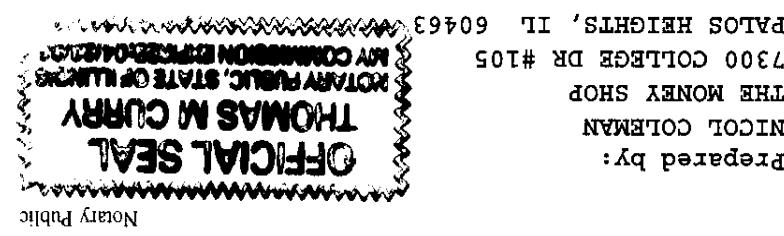
Other [specify]

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My Commission Expires:  
*4-23-06*

Given under my hand and official seal, this  
25th day of October 2002  
free and voluntary act, for the uses and purposes herein  
signed and delivered the said instrument as *her*  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *she*  
, personally known to me to be the same person(s) whose name(s)  
set forth.

STATE OF ILLINOIS,  
a Notary Public in and for said county and state do hereby certify  
that *Thomas M. Curry*  
County ss: *DUPage*

Borrower  
(Seal)

Witnesses:  
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any  
holder(s) executed by Borrower and recorded with it.

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## CONDOMINIUM RIDER

FHA Case No.

**1372005598- 734**

THIS CONDOMINIUM RIDER is made this **25th** day of **October**,  
**2002**, and is incorporated into and shall be deemed to amend and supplement the Mortgage,  
Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned  
("Borrower") to secure Borrower's Note ("Note") to

**THE MONEY SHOP**

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

**2645 S 61ST CT #300, CICERO, Illinois 60804**

[Property Address]

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

**CICERO CONDOMINIUM**

[Name of Condominium Project]

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

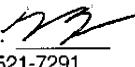
**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property,

FHA Multistate Condominium Rider - 10/95

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Borrower _____ (Seal)	<b>RECEIVED</b>	Borrower _____ (Seal)
Borrower _____ (Seal)	<b>FINAL DOCUMENT PAST DUE</b>	Borrower _____ (Seal)
Borrower _____ (Seal)		Borrower _____ (Seal)
Borrower _____ (Seal)		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

C. If Borrower does not pay Condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this Paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest upon notice from Lender to Borrower requesting payment.

B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the Condominium Project.

A. This Security Instrument, with any excess paid to the entity legally entitled thereto, Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, whether to the Condominium unit or to the common elements, any proceeds payable to Property, whether to the Condominium unit or to the common elements, any proceeds payable to the distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the event of a lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event provided by the Owners Association policy. Borrower shall give Lender prompt notice of any insurance coverage on the Property is deemed satisfied to the extent that the required coverage is and (ii) Borrower's obligation under Paragraph 4 of this Security instrument to maintain hazard

VERONICA VILLAGE

*[Signature]*

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## Legal Description

**File Number: 03-IL14270**

**Unit 3 West together with its undivided percentage interest in the common elements in Parkview of Cicero Condominium as delineated and defined in the Declaration as Document No. 97714294, in the East 1/2 of the West 1/4 of the East 1/2 of the Southwest 1/4 of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.**

**Parcel Number: 16-29-305-049-1009**

**Address: 2645 South 61st Court, # 3 W, Cicero, IL 60804**

Property of Cook County Clerk's Office