Prepared by: Wells Fargo Bank N.A. Wells Fargo Home Equity 526 Chapel Hills Drive Colorado Springs, CO 80920

Doc#: 0400713252 Eugene "Gene" Moore Fee: \$44.50 Cook County Recorder of Deeds Date: 01/07/2004 05:27 PM Pg: 1 of 11

After recording mail to: Wells Fargo Bank N.A. Wells Fargo Services Co. Consumer Loan Servicing Center P.O. Box 31557 Billings, MT 59107-9900

\_\_\_ Space Above This Line For Recording Data \_\_\_



#### **MORTGAGE**

65407808631998 AA

(With Future Advance Clause) 1. DATE AND PARTIES. The date of this Deed of Trust ("Security Instrument") is and the parties, their addresses and tax identification numbers, if October . 2003

required, are as follows:

MORTGAGOR (Include Marital Status):

\_ State of Illinois

ROSS M GULLO, AND GRETCHEN M GULLO,, HIS WIFE, AS JOINT

**TENANTS** 

15

whose address is 830 S KNIGHT AVE, PARK RIDGE, IL 60068-4441

LENDER: Wells Fargo Bank N.A.

420 Montgomery Street San Francisco, CA 94104

2. CONVEYANCE. For good and valuable consideration, he receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to 50/1/C0 Lender the following described property:

See attached Exhibit A

Permanent Tax ID Number: 09-35-312-030

The property is located in Cook Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

ILLINOIS - MORTGAGE

LEIL1 (0210)

Page 1 of 8

VMP MORTGAGE FORMS - (800)521-7291

20032667400848

- 3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 100,000.00

  This limitation of amount does not include interest, attorney fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- 4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:
  - A. Debt incurred under the terms of the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt dated  $\frac{10/15/2003}{2000}$  together with all amendments, extensions, modifications or renewals. The maturity date of the Secured Debt is  $\frac{10/20/2013}{20000}$ .
  - B. All future advances from Lender to Mortgagor under such evidence of debt, whether obligatory or discretionary. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances which exceed the amount shown in Section 3. Any such commitment must be agreed to in a separate writing.
  - C. All sums ?avaced and expenses incurred by Lender for insuring, preserving or otherwise under the terms of this Security Instrument.
- 5. PAYMENTS. Mortgago: agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
  - A. To make all payments when due and to perform or comply with all covenants.
  - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
  - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 7. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all neaces that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 8. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, a clare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien or encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 9. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.
- 10. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

ILLINOIS - MORTGAGE

LEIL2 (0210)

Page 2 of 8

20032667400848

- 11. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 12. ASSIGNMENT OF LEASES AND RENTS. Mortgagor irrevocably grants, bargains, sells, conveys and warrants to Lender as additional security all right, title and interest in and to any and all existing or future leases, subleases, extensions, renewals, modifications, or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Lactrument.
- 13. LEASEHOLDS, CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the property is a until in a Condominium Project or is part of a Planned Unit Development ("PUD"), Mortgagor agrees to the following:
  - A. Obligations. Mortgagor shall perform all of Mortgagor's obligations under the Constituent Documents. The "Constituent Documents" are the: (I) Declaration or any other document which creates the Condominium Projects or PUD and any homeowners association or equivalent entity ("Owners Association"); (ii) by laws; (iii) code of regulations; and (iv) other equivalent documents. Mortgagor shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documer is.
  - B. Hazard Insurance. So long as the Owner: Association maintains, with a generally accepted insurance carrier, a "master" or "blanket rolicy on the Condominium Project or PUD which is satisfactory to Lender and which provides in arrance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then Mortgagor's obligation under Section 18 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owner's Association policy. Mortgagor shall give ander prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to Property, whether to the unit or to common elements, any proceeds payable to Mortgagor are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to Mortgagor.
  - C. Flood Insurance. Mortgagor agrees to maintain flood insurance for the life of the Secured Debt which is acceptable, as to form, amount and extent of coverage to Lender.
  - D. Public Liability Insurance. Mortgagor shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
  - E. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Mortgagor in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 16.

ILLINOIS - MORTGAGE LEIL3 (0210)

- F. Lender's Prior Consent. Mortgagor shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project or PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management by the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- G. Remedies. If Mortgagor does not pay condominium or PUD dues and assessments when due, then Lender may pay them. Any amount disbursed by Lender under this section shall become additional debt of Mortgagor secured by this Security Instrument. Unless Mortgagor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Secured Debt rate and shall be payable, with interest, upon notice from Lender to Mortgagor requesting payment.
- 14. DEFAULT. Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good with belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- 15. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to care or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Mortgage shall continue as a lien on any part of the Property not sold on foreclosure.
- 16. At the option of Lender, all or any part of the agreed fres and charges, accrued interest and principal shall become immediately due and payable, after giving nonce if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.
- 17. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses in Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released.

ILLINOIS - MORTGAGE LEIL4 (0210)

18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal are and maintenance of the Property.
  - B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant hav: teen, are, and shall remain in full compliance with any applicable Environmental Law.
  - C. Mortgagor shall ir rediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, which or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
  - D. Mortgagor shall immediately totally Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Haztrdous Substance or the violation of any Environmental Law
- 19. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take fary or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorities Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 20. INSURANCE. Mortgagor shall keep Property insured against loss by file, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender required Trominsurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.
- 21. All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

ILLINOIS - MORTGAGE LEIL5 (0210)

- 22. Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
- 23. ESCROW FOR TAXES AND INSURANCE. If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.
- 24. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider accessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
- 25. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duries under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally kindle on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Nortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 26. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Prope ty is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the security Instrument are for convenience only and are not to be used to interpret or define the terms of this Instrument. Time is of the essence in this Security Instrument. In the event any security of this Security Instrument directly conflicts with any section of the revolving line of credit agreement of promissory note referenced in Section 4, the terms and conditions of said revolving line of credit (greement or promissory note (as applicable), the arbitration agreement, and the agreement to provide flood/property insurance, all of which Mortgagor agrees to by signing this Security Instrument, the terms of said documents and not the Security Instrument shall control.
- 27. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all
- 28. WAIVERS. Except to the extent prohibited by law, Mortgagor waives and right regarding the marshalling of liens and assets, and hereby releasing and waives all rights under and by virtue of the homestead exemption laws of this state.

ILLINOIS - MORTGAGE

20032667400848 Page 6 of 8 LEIL6 (0210)

0400713252 Page: 8 of 11

# **UNOFFICIAL COPY**

ACKNOWLEDGMENT: (Individual)	
State of IL	
County of Cook	
The foregoing instrument was acknowledged before ROSS M GULLO, GRETCHEN M GULLO,	ore me this $\frac{10/21/63}{}$ (date) by
(Name of person who acknowledged).	
	(Signature of person taking acknowledgment)
(Seal) "OFFICIAL SZAL" JUSTIN M. HEIDEN Notary Public, State of Illino's My Commission Expires 8/31/04	(Title or Rank)  My commission expires: 8/21/64
	County Clark's Or

0400713252 Page: 9 of 11

# **UNOFFICIAL COPY**

. HOME ASSET MA	NAGEMENT AC	CCOUNT (SM) PID	FD TO MODE	GAGE/DEED OF TRUST
		STATE INTO	EK 10 MORT	GAGE/DEED OF TRUCT
(Open end credit with	fixed rate	X variable rate	_	THE STATE OF THE S
			interest)	
This Home Asset Manage to the Mortgage or Deed ROSS M GULLO, GRI	d of Trust ("Mortga	age") of the same date	10/15/2003 e given by the un	and is an amendment dersigned,

(hereinafter "Mortgagor") to secure the borrower's EquityLine with FlexAbility Magreement with Wells Fargo Bank, N.A. ("(erder") of the same date covering the property more particularly described in the Mortgage (the "Property").

In addition to the covenants and agreements made in the Mortgage, Mortgagor and Lender further covenant and agree as follows:

- 1. The word "Note", as used in the Mortgage and this Rider, refers to the EquityLine with FlexAbility SM Agreement and Home Asset Management Account SM Addendum to EquityLine with FlexAbility SM.
- 2. Despite any language to the contrary in the Mortgege, Mortgagor covenants that the Property is unencumbered, except for a first lien purchase money or refinance of purchase money encumbrance in the name of Wells Fargo Home Mortgage, Inc., its affiliates, successors or assignees.
- 3. Paragraph number 4

of the Mortgage, which is captioned SECURED DEBT AND FUTURE ADVANCES is hereby deleted in its entirety and replaced by the following paragraph: SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

- A. Debt incurred under the terms of the promissory note, revolving line of credit egreement, contract, guaranty or other evidence of debt of same date together with all amendments, extensions, modifications or renewals. The maturity date of the secured Debt is 10/20/2013
- B. All future advances from Lender to the borrower under such evidence of debt, whether obligatory or discretionary. All obligatory future advances and advances to cure breeches of covenants contained in the Mortgage are secured as if made on the date of this security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances which exceed \$ 100,000.00

Hamaridr 042903 20032667400848 PAGE 1

0400713252 Page: 10 of 11

### **UNOFFICIAL COPY**

. C. All sums advanced and expenses incurred by Lender for insuring, preserving, or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

D. The terms and conditions of the Note referenced in A above include, but are not limited to, a 10 year period for advances under a revolving line of credit.

Except if this Note is secured by property located in the state of
Tennessee, the parties have agreed that subject to certain qualifying
conditions the Lender may extend the period for advances for another 10
years for a total of 20 years. Nothing in this Security Instrument shall
constitute a commitment to extend the period for advances beyond the
initial 10 year period.

E. Borrower(s) and the Lender have agreed that subject to the satisfaction of certain qualifying conditions, the Cradi Line Limit in the Note may be increased quarterly and/or annually. One of those conditions, inter alia, is the borrower's maintenance of a first mortgage loan on the Property with Wells Fargo Home Mortgage, Ir., or one of its affiliates. (the "WFHM Loan"). All such increases, if any, shall increase the amount of the Maximum Obligation Limit disclosed in Paragraph 4 (if the Mortgage is in Virginia the "total principal indebtness" in the 3rd recital) and the current Credit Line Limit described in Section 3 hereinabove in the same amount(s).

4. The Note provides for a monthly variable rate of interest expressed as a daily periodic rate equal to 1/365 of an annual rate of 0.000 plus the "Index Rate". The Daily Periodic Rate of FINANCE CHARGE may increase if the highest prime rate published in the Wall Street Journal Western Edition "Money Rates" table (the "Index Rate") increases. The initial Daily Periodic Rate of FINANCE CHARGE is 0.0109589 which corresponds to an initial ANNUAL PERCENTAGE PATE of 4 The ANNUAL PERCENTAGE RATE will never be more than 18.00%. Any precesse in Daily Periodic Rate may increase the minimum monthly payments.

5. The Paragraph which is captioned in the Mortgage, ESCROW FOR TAXES AND INSURANCE (which may be found as Paragraph 19, 20, 21, 23, 24, depending on the desument) is it reby deleted in its entirety.

ROSS M GULLO

Date

Date

Date

Date

Date

Date

0400713252 Page: 11 of 11

# **UNOFFICIAL COPY**

#### **EXHIBIT A**

THE LAND REFERRED TO IS VESTED IN: THE STATE OF ILLINOIS, COUNTY OF COOK PARCEL1: THE SOUTH ½ OF LOT 16 AND ALL OF LOT 17 IN BLOCK 14 IN THE HILBERT DEVONSHIRE TERRACE, A SUBDIVISION IN THE SOUTH WEST ¼ OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1924 IN BOOK 188 OF PLATS, PAGE 27 AS DOCUMENT 8432592, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST ½ OF THE VACATED ALLEY LYING WEST OF AND ADJOINING AFORESAID LOTS IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

