04058637

0096855886

(Space Above Thin Line for Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 13TH, day of DECEMBER, 1994. The mortgager is JOHN P KONRATH AND KATHLEEN M KONRATH HUSBAND AND WIFE

("Borrower", This security Instrument is given to CRESTAR MORTGAGE CAPITAL CORPORATION which is erganized and existing under the laws of Virginia, and whose address is 2108 W. Laburnim Avenue, Richmond, VA 23227 ("Londer"). Borrover owes Lender the principal sum of

NINETY THREE THOUSA'S FOUR HUNDRED AND NO/100 DOLLARS (U.S.\$ 93,400.00). 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 the first day of JANUARY, 2010. This Security Instrument secures to Lenders (a) the repayment of the debt evidence 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 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 COOK County, Illinois:

OUNT

SEE ATTACHED

DEPT-01 RECORDING \$33.50 Te0011 TRAN 5032 12/20/94 14:11:00 +3888 F.V *-D4-058637

COOK COUNTY RECORDER

PIN # 24-13-229-009-0000

which has the address of 2596 W 106TH PLACE,

CHICAGO

(City)

("Property Address");

Illinois 50655-[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all eminments, 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 COVENABLES that Borrower is lawfully selsed of the estate hereby conveyed and has the right to martuage, grant and convey the Proporty and that the Proporty is unoncumbered, example for encumbrances of record. Borrower warrants and will defend generally the title to the Proporty against all claims and domands, subject to any encumbrances of record.

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

PAGE 1 OF 6

ILLINOIS-Single Family-Fannie Mno/Fredkilo Mac Uniform INSTRUMENT

Form 3014 944 KM/C

GLDOC927 (03/92)

200

7-94-050 SJ

LAWYERS TITLE INSURANCE CORPORATION

M0586372090 TO 3050

UNIFORM COVERANTS. BOTT WE THE THE TOTAL COVERNITY OF SUCE PARTIES OF A CLICKET COPY

1, Payment of Principal 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 water the Note.

2. Funds for laxes and lesurance, Subject to applicable law or to a written waiver by Leader, Borrower shall pay to Leader on the day monthly payments are due under the Note, until the Note is paid in (ull, a sum ("Lunds") for: (a) yearly taxes and assessments which may attain 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 insurance promiums, if any; and (f) any sums paymble by Borrower to Londor, in accordance with the provisions of paragraph B, in lieu of the payment of mortgage insurance premiums. Those Items are called "Escrow Items," Leader may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a tender for a federally related mortgage ions 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 82601 at seq. ("RESPA"), unless another taw that applies to the lunds sets a lesser amount. If so, Leader may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Leader may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable iam.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or antity (including Lender, if Lender is such an institution) or in any federal Home Lond Bank. Lender shall apply the Funds to pay the Escraw Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escraw Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-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 of the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and coults to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the funds held by Lender exceed in amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in a collance with the requirements of applicable law. If the amount of the Funds held by Lender at any like is not sufficient to pay the Escrew Items when due, Lender may so notify Borrower in writing, and, in such last Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this \$ curity Instrument, Lender shall promptly refund to Borrower any Funds hold by Lender. II, under paragraph 21, Lender shall acquire on sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides cine wise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment narges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Securit instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the marner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the serson owed payment. Borrower 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 receives evidencing the payments.

Borrower shall promptly discharge any tien which has priority over this Security Increment unters
Borrowers (a) agrees in writing to the payment of the obligation secured by the lien (a a manner
acceptable to Londer; (b) contests in good faith the lien by, or defends against enforcement of the lien
in, legal proceedings which in the Londer's opinion operate to prevent the enforcement of the lien; or (c)
secures from the holder of the lien an agreement satisfactory to Londer subordinating the lien to this
security Instrument. If Londer determines that any part of the Property is subject to a lien which my
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.

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

All insurance policies and renewals shall be acceptable to Lendor and shall include a standard shape clause. Lender shall have the right to hold the policies and renewals. If Lender requires, prover shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of the surance carrier and tender, Lender may make proof of loss if not made promptly by Borrower.

Uniters Landor and Borrower his wish accur. In drilly, in unnot proceed whit be applied to restoration or repair of the reporty desards, if the restoration or repair is not economically feasible and Lender's security sould be tessened, the insurance proceeds shall be applied to the susse secured by this Security and be tessened, the insurance proceeds shall be applied to the susse secured by this Security or does not answer within 10 days a natice from tester that the insurance carrier has effered to settle a claim, then tender may called the insurance proceeds. Lander may use the proceeds to repair or restore the property or to pay sums sequend by this Security instrument, whether or not then due, the 30-day period will begin when the notice is given.

thinns Leader and Corrower otherwise 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 societed by Leader, Represents right to any insurance policies and proceeds resulting from damage to the Property prior to the exquisition what pass to Leader to the extent of the sums secured by this Security Instrument immediately prior to the securition.

Preservation, Maintenance and Protection of the Property; 6. Occupancy, Application; Lengcholds, Borrower shall occupy, establish, and use the Property of Serrower's principal remidence within mixty days after the execution of this Security Instrument and shall continue to eccupy the property as Gurrower's principal residence for at least one year ofter the date of occupancy, unless Conder otherwise agreem in writing, which consent what not be unreasonably withhold, or unless extenditing circumatings exist which are beyord Borrower's control, Borrower shall not destroy, dusage or impair the Property allow the Property to deteriorate, or goundt wante on the Property. | Horrower shall to in default if any confeiture action or proceeding, whather civil or animinal, is begun that in Lender's good faith judgment (ould result in forfeiture of the Property or otherwise materially impair the lien created by this Society Testrument or Lordor's Society Interest, Corrosor may dura such a default and reinstate, as provided in Pangraph 18, by country the action or proceeding to be dismissed with a ruling that, in London's good fails in commination, procludes furfacture of the Harroser's Interest in the Property or other material impairment of the tien created by this Socurity instrument or Luxder's security interest, Correser whall also be included if Correser, charles the loan application process, seve materially false or inscurate information or statements to Lander (or failed to provide Londor with any material information) in connection sittline land ovidenced by the Note, including, but not limited to, representations concurning florrower's occupancy of the Property as a principal residence. If this Security Instrument is on a transhald, Borrower shall couply with all the provisions of the tense. If Borrower acquires for title to the Property, the langehold and the for title shall not marge unlane. Lender to the merger in writing.

7. Protection of tender'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 Property (such as a proceeding in bankruptey, probate, for condemnation or forfeiture on to enforce lass or regulations, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority were 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 7, Lender does not have to Go 93.

Any amounts disbursed by Lerder under this paragraph 7 shall lacked additional debt of Derrover secured by this Security Instrument. Unless Borrover and Landor agree to other terms of payment, these amounts shall been interest from the date of disburgement at the Note rate and shall be payable, with interest, upon notice from Lunder to Borrover requesting payment.

8. Mortange insurance. If Landar required mortange insurance as a condition of making the team secured by this Socurity instrument, Borrower shall pay the premiums required to maintain the mortange insurance in effect. If, for any reason, the mortange insurance coverage required by Lender inpact or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortange insurance previously in effect, at a cust substantially equivalent to the cost to Borrower of the mortange insurance previously in effect, from an alternate mortange insurance previously in effect, from an alternate mortange insurance previously in effect, from an alternate entitable, Borrower shall pay to Lender each month a num equal to enerthelith of the years, entiting insurance premium being paid by Borrower when the insurance coverage inpact or ceased to be in effect, respect will accept, and and retain these payments as a loss reserve in liquid mortange insurance. Lease the amount and for the period that tender requires provided by an insurance insurance coverage insurance in effect, or to provide a loss reserve, until the requirement for mortange insurance ends in accordance with any written agreement between Borrower and Lander or applicable law.

9. Inspection, Londor or its agent may make reasonable entribs upon and inspections of the Property. Londor 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 tieu of condemnation, are hereby assigned and shall be paid to Landar.

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In the event of a total tailed the Property, the proceeds and the applied to the was secured by this Security Instrument, whereor of not then due, with any scene and to workers. In the event of a partial taking of the Property in which the fair market value of the Property insectately 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 tender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the protects multiplied by the initiation; the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance 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 is loss than the amount of the sums secured immediately before the taking, unless Borrower and taking is loss than the amount of the sums secured immediately before the taking, unless Borrower and tander otherwise agree in writing or unless applicable tax 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 derrower, or if, after notice by Lender to Berrower that the condenvor offers to make an award or settle a claim for damages. Berrower faits 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 instrument, whether or not then due.

Unions London and Borrower otherwise 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 such payments.

- It, Horrower Fot Released; Forboarance By Londer Not a Maivor, 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 Corrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest or of sec to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any domand made by the original Borrower or Sorrower's successors in interest, Any terrogramme by Londer in exercising any right or remedy shall not be a waiver of or preclude the exercise of any light or remedy.
- 12. Successors and Assigns found; Joint and Several Linbility; Co-signers. The coverants and agreements of this Socurity Instrument shall bind and bonefit the successors and assigns of Lender and (torrower, subject to the provisions of corporable 17. Borrower's coverants and agreements shall be joint and several. Any Borrower who co-signs this Society Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to fortuge, 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) agreen that Lender and any other Borrower may agree to extend, modify, forboar or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13, toan Charges. If the toan secured by this Securit, instrument is subject to a law which sets maximum toan charges, and that law is finally interprated so that the interest or other toan charges collected or to be collected in connection with the toan exceed the permitted timits, then: (a) any such toan charge shall be reduced by the amount necessary to reduce the charge to the permitted timit; and (b) any sums already collected from Borrower which exceeded permitted timits be refunded to Borrower. Lander may choose to make this refune by reducing the principal oned up or 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 to Borrower provided for in this Security listriment shall be given by delivering it or by mailing it by first class smill unless applicable law require, use of another smethod. The notice shall be directed to the Property Address or any other address Borrovan designates by notice to Lender. Any notice to Lender shall be given by first class small to Lender's address attended herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Descript Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Beverability, This Security Instrument shall be governed by federal taw and the law of the jurisdiction in which the Property 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 office, other provisions of this Security Instrument or the Note which can be given affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 16. Borrower's Copy, Borrower 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, it 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 consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
- If Lander exercises this option, Lander shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lander may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

PAGIL 4 OF 6

ILLINOIS-SINGLE Family-Familie Mac/Fredddie Hac UNIFORM INSTRUMENT Form 3014 9/90///

CLDOC927 (03/92)

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18. Barrower's Right to Rainstate. If Servois: Moth Corritions, the proof shill have the right to have enforcement of this Security instrument discontinued at any time prior to the enrifer of the Security instrument discontinued at any time prior to the enrifer of the Security for rainstatement; or the enrifer property pursuant to any power of sale contained in this Security Instrument; or the entering this Security (instrument, these conditions are that Borrowers (a) pays tender at some which then would be then which then would be the enter this Security Instrument are discounts; to pays all expenses incurred in enforcing this security instrument, including, but not idented to, ressenable atterneys found and the enter security instrument, including, but not idented to, ressenable atterneys found and the enter security instrument, tender's rights in the property and iterrower's obligation to pay the same secured by this Security Instrument, Lender's rights in unchanged. Upon reinstatement by Secretary the same secured, Security Instrument and the relations shall remain fully effective as if no acceleration had occurred, Security instrument to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of hote; Change of Loan Servicer. The Note or a portial interest in the Hote (tagether with this Security Instrument) may be said one or more times without prior notice to Berroser. A sale may result in a change in the entity (income as the "Loan Bervicer") that collects monthly payments due under the Hote and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Berroser will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will be servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous substances. Horrower shall not cause or permit the presence, use, disposal, storage, or rejease of any Hazardous Substances on or in the Property. Horrower shall not do, nor silve anyone olse to do, anything affection the Property that is in violation of any Environmental test. The preceding two sentences whall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are use raily recognized to be appropriate to normal residential uses and to maintenance of the Property.

Horrower whatt promptly give tender written notice of any investigation, cinim, domand, taxsuit or other action by any generomental or requirery agency or private party involving the Property and any Hazardous Substance or Environmental Lay of which Horrower has noticed by any governmental or regulatory with rity, that any removal or other remodiation of any Hazardous Substance affecting the Property is necessary, Horrower whati promptly take all necessary remodiations in accordance with Environmental Law.

As used in this paragraph 20, "Marardous substances" are those substances defined as toxic or hazardous substances by Lavironsonial law ask for following substances; unstitute, kerosene, other Hammble or toxic petroleus products, toxic posticios my burbleides, volatite selvents, institute containing asbestos or formaticityde, ask radioactive majorials. As used in this paragraph 20, "Environmental Law" means federal laws ask laws of the installation where the Property is located that relate to health, safety or environmental protection.

HON-UNIFORM COVENANTS. Borrower and terrier further covenant and agree as follows:

- 21. Acceleration: Romodian, Landar whall give notice to Horower prior to neceleration into description to receive the property of any coverant or agreement in this Socurity Instrument. (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a data; not then than 30 days from the data the notice is given to Berrower, by which the default such to cured; and (c) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, forestance by judicial proceeding and anie of the Property. The notice whall further inform Horomore of the right to relative after acceleration and the right to assert in the forestance proceeding the non-existence of a detail or any other delanse of Horower to acceleration and forestance. If the default is not cured on a before the date specified in the notice; tanker at its option may require immediate payment in full of all sums secured by this becaulty instrument without further domard and may forestose this Security Instrument by Judicial proceeding. Letter shall be entitled to coitect all expenses incurred in pursuing the remained provided in this property. 21, including, but not timited to, reasonable atternays fees and coats of title evidence.
- 22. Retense. Upon phymort of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Secretar, Security instrument without charge to Security instrument without charge to Secretar, Security instrument, Lender shall release.
 - 23. Univer of Homostend, Borrower walves all right of homostend exemption in the Property.
- 24. Riders to this Security Instrument, II one or more riders are executed by Berroser and recorded together with this Security Instrument, the covenants 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))

į į) Adjustable Rate Rider	1 1	Gondominium Ridor	(1	1.4 Fnmil	y Ridor	
ſ	1 Graduated Paymont Ridor	()	Planned Unit Development Rider	ı	1	Glwookly	Paymont	Ridor

() Balloon Rider () Rate Improvement Rider () Second Home Rider

[] V.A. RIDER [] Other(w) (specify)

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STHEER H KOHRATH HUSDAND NIE WILE		
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personally known to me to be the same pe	rean(s) whose name(s) ARE subscribed to the	
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his instrument was propared by CRESTAR HONTO	AGE CAPITAL CORPARA / DR.	
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ILLINOIS-Single Family-Family Mae/Fredddie Mac UNIFORM INSTRUMENT Form 3014 9/90
INITIALS:

CLDOC927 (05/91)

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The West 45.02 feet of Lot 8 in Block 12 in O. Rueter and Company's Morgan Park Manor, a Subdivision of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4, the Southwest 1/4 of the Northeast 1/2 of the Southwest 1/4 of the Northeast 1/4, the Southeast 1/4 of the Northeast 1/4, the Southeast 1/4 of the Northeast 1/4, the Southeast 1/4 of Section 13, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

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Property of Coot County Clert's Office

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