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Prepared by:
Michael L. Riddle
Middleberg, Riddle & Gianna
717 N. Harwood, Suite 2400
Dallas, TX 75201



0430349065

Doc#: 0430349065
Eugene "Gene" Moore Fee: \$42.00
Cook County Recorder of Deeds
Date: 10/29/2004 11:17 AM Pg: 1 of 10

Return to:
GMAC BANK
ATTENTION: RECORDS
MANAGEMENT
100 WITMER ROAD
HORSHAM, PA 19044

AT&T 32555

Loan No: 000601089438 [Space Above This Line For Recording Data]
Borrower: MARIA PAPCIAK Data ID: 503
Permanent Index Number: 12-15-309-009

MORTGAGE

MIN: 100069706010894382

DEFINITIONS

- (A) "Security Instrument" means this document, which is dated October 19, 2004, together with all riders to this document.
- (B) "Borrower" is MARIA PAPCIAK* AND MALGORZATA PAPCIAK**,AND ANNA PAPCIAK** AS TENANTS IN COMMON . Borrower is the mortgagor under this Security Instrument.
- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (D) "Lender" is GMAC BANK. Lender is A FEDERAL BANK organized and existing under the laws of the COMMONWEALTH OF PENNSYLVANIA. Lender's address is 100 WITMER ROAD HORSHAM, PA 19044.
- (E) "Secured Indebtedness" means:
- (1) The debt, interest, finance charges, and other fees and charges incurred under the terms of the Home Equity Line of Credit Agreement and Disclosure Statement ("HELOC") dated October 19, 2004; the HELOC matures on October 19, 2019.
 - (2) Any advance made to Borrower or obligation incurred by Borrower pursuant to any contract or evidence of indebtedness benefitting Lender, regardless of whether such advance has been made or such obligation has been incurred in whole or in part as of the date of this Security Instrument.
 - (3) Any sum paid and expense incurred by Lender under the terms of this Security Instrument.

* MARRIED TO STANISLAW PAPCIAK- THIS IS NOT HOMESTEAD PROPERTY FOR HIM*

** UNMARRIED WOMAN**

ILLINOIS HELOC Mortgage

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ILLOCGBMS

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ILLINOIS HELLOC Mortgage

which currently has the address of 4241 NORTH KOLZE STREET,
 SCHILLER PARK, ILLINOIS
 (Property Address):
 60176 [Street]
 [Zip Code]
 [City]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
 property located in the COUNTY OF COOK:
 (I) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations,
 ordinances, and administrative rules and orders (that have the effect of law) as well as applicable law,
 renewals, extensions, and modifications of the Secured Indebtedness; and (ii) the performance of
 Borrower's covenants and agreements under this Security Instrument and the HELLOC. For this
 purpose, Borrower does hereby grant and convey to MERS (solely as nominee for Lender
 and Lender's successors and assigns) and to the successors and assigns of MERS the following described
 property located in the COUNTY OF COOK:

TRANSFER OF RIGHTS IN THE PROPERTY

(1) "Rider" means all riders to this Security Instrument that are executed by Borrower.
 (H) "Riders" means all riders to this Security Instrument that are executed by Borrower.
 (G) "Property" means any of the covenants contained in this Security Instrument
 to perform any of the covenants made under the terms of this Security Instrument.
 (F) "Credit Limit" means the Credit Limit is \$30,300.00. Except to the extent prohibited
 by Applicable Law, the Credit Limit does not apply to interest, finance charges, and other fees and
 charges validly incurred by Borrower under this Security Instrument. The Credit Limit also 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 made under the terms of this Security Instrument.

condominium Rider planned Unit Development Rider 1-4 Family Rider Other(s) [Specify] non-applicable [Initials/Signature]

(F) "Credit Limit" means the maximum aggregate amount of principal that may be secured by this
 Security Instrument at any one time. The Credit Limit is \$30,300.00. Except to the extent prohibited
 by Applicable Law, the Credit Limit does not apply to interest, finance charges, and other fees and
 charges validly incurred by Borrower under this Security Instrument. The Credit Limit also 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 made under the terms of this Security Instrument.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in
 the Property." This means all rights to this Security Instrument that are executed by Borrower.
 (H) "Riders" means all riders to this Security Instrument that are executed by Borrower.
 (I) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations,
 ordinances, and modifications of the Secured Indebtedness; and (ii) the performance of
 Borrower's covenants and agreements under this Security Instrument and the HELLOC. For this
 purpose, Borrower does hereby grant and convey to MERS (solely as nominee for Lender
 and Lender's successors and assigns) and to the successors and assigns of MERS the following described
 property located in the COUNTY OF COOK:

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Data ID: 503

TOGETHER WITH all 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 also shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS 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 shall defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ADVANCES

Any advances made under the HELOC may be made, repaid, and remade from time to time, subject to the limitations of the HELOC. Regardless of whether the Secured Indebtedness is reduced to a zero balance, this Security Instrument shall remain in effect until released or reconveyed.

Any advances made in excess of the Credit Limit shall not be secured by this Security Instrument if prohibited by Applicable Law or, if not prohibited by Applicable Law, unless (i) Lender agrees to increase the Credit Limit and complies with any subsequent disclosure, rescission, and other requirements under Applicable Law and (ii), Borrower agrees to execute any documents Lender requires to evidence and secure the increase in the Credit Limit. Lender shall not be obligated in any way under this Security Instrument to increase the Credit Limit or to make additional or future loans or advances in any amount.

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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Secured Indebtedness; Performance of Obligations. Borrower shall pay when due the Secured Indebtedness and shall perform all of Borrower's obligations under the HELOC and this Security Instrument.

2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property that can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and the dues, fees, and assessments of a condominium association, homeowners association, or similar organization, if any.

Borrower shall make all payments and comply with all covenants as and when required by any mortgage, deed of trust, security agreement, or other lien document evidencing a lien that is prior to this Security Instrument and that is approved by Lender. Borrower shall not modify, extend, or increase the amount secured by such prior lien document without Lender's written consent.

Upon demand Borrower shall furnish to Lender satisfactory evidence of payment of such taxes, assessments, charges, fines, impositions, and prior liens.

ILLINOIS HELOC Mortgage



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ILLINOIS HELLOC Mortgage

above in this Section 2.

3. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against fire, hazards included within the term "extended coverage"; flood, and any other hazards including without limitation earthquakes, for which Lender requires insurance. This insurance shall be maintained in amounts (including deductible levels) and for the periods that insurance premiums may be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence may change during the term of the HLOC. Borrower may obtain such insurance from the insurance carrier of Borrower's choice, subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised.

Borrower shall promptly discharge any Lien not approved by Lender that has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured; the Lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) consents to the Lien in good faith by, or defends against enforcement of the Lien in, legal proceedings that in Lender's opinion operate to prevent the enforcement of the Lien; (c) secures proceedings pending, but only until such proceedings are concluded; or (d) secures from the holder of the Lien an agreement, but only until such proceedings are concluded, to satisfy the Lien or take one or more of the actions set forth above.

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4. Preservation, Maintenance, and Protection of the Property; Occupancy and Use of the Property; and Inspection. Borrower shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value, due to its condition, such as would adversely affect Lender's security in the Property. Unless it is determined pursuant to Section 3 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower shall not be relieved of Borrower's obligation for the completion of such repair or restoration.

Borrower shall not materially change the present occupancy and use of the Property without Lender's written consent. Borrower shall not use the Property in an illegal manner or for any illegal use such as would subject the Property to seizure.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

5. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that may attain priority over this Security Instrument, or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (a) paying any sums secured by a lien that has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees, to the extent not prohibited by Applicable Law, to protect its interest in the Property and/or rights under this Security Instrument, including Lender's secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 5, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 5.

Any amounts disbursed by Lender under this Section 5 shall be Secured Indebtedness and shall be payable according to the terms of the HELOC.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing. If the Property is located in a condominium project or a planned unit development, Borrower shall perform all of Borrower's obligations under the covenants, by-laws, or regulations of the condominium project or planned unit development.

6. Condemnation. Borrower shall give Lender prompt notice of any condemnation or eminent domain proceeding or action pending or threatened against the Property and authorizes Lender to intervene in Borrower's name in any such proceeding or action. Borrower assigns to Lender any money awarded to Borrower pursuant to such proceeding or action, and such money shall be applied to the Secured Indebtedness, whether or not then due, with the excess, if any, paid to Borrower.

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10. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower certifies that Borrower's obligations under this Security Instrument shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the HELLOC (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant, and convey the co-signer'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, forgive, or make any accommodations with regard to the terms of this Security Instrument or the HELLOC without the co-signer's consent.

Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall be binding upon all of Borrower's heirs and beneficiaries under this Security Instrument. Borrower shall not be released from Borrower's obligations under this Security Instrument unless Lender approves in writing. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

9. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of applicable law. In the event that any provision of this Security Instrument or the HELLOC instrument conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the HELLOC instrument or clause of this Security Instrument or the HELLOC instrument or the Applicable Law. In the event that any provision of this Security Instrument or the HELLOC instrument or the Applicable Law is held to be illegal, invalid or unenforceable, the parties hereto shall negotiate in good faith to amend such provision to reflect their original intent in so far as it is possible and lawful to do so. Such amendment(s) shall not affect any other provision of this Security Instrument or the HELLOC instrument or the Applicable Law.

of any right of action Borrower might have arising out of such overcharge;

8. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower, unless Borrower's address has been changed by Borrower by notice to Lender. To all Borrowers unless Borrower has substituted a substitute address by notice to Lender, property Addressee's change of address shall apply only if Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through Borrower's change of address of Borrower's change of address. If Lender specifies a procedure Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure through that specifies a procedure, there may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by deliverying it or by mailing it by first class mail to Lender unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is given to Lender, it shall satisfy the corresponding requirement under Article 1, Law.

7. **Loan Charges.** If the HELLOC is subject to a law that sets maximum loan charges, and that law finally interpreted so that the interest or other loan charges collected or to be collected in connection with the HELLOC 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 that exceeded permitted limits shall be retained by Borrower. Lender may choose to make this refund by reducing the principal owed under the HELLOC or by making a direct payment to this Borrower. If a refund reduces principal, the reduction shall be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the HELLOC). Borrower's acceptance of any such refund made by direct payment to Borrower shall constitute a waiver of such right of setoff.

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11. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 11, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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 date the notice is given in accordance with Section 8 within which Borrower must pay the Secured Indebtedness in full. If Borrower fails to pay the Secured Indebtedness in full prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. Hazardous Substances. As used in this Section 12: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, or allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) that creates an Environmental Condition, or (c) that, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower promptly shall give Lender written notice of (a) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or any private party that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

13. Escrow for Taxes and Insurance. Unless otherwise provided in a separate agreement, Borrower shall not be required to pay in escrow to Lender funds for taxes, insurance, and other assessments.

ILLINOIS HELOC Mortgage



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ILLINOIS HELLOC Mortgage

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

15. **Acceleration; Remedies.** Borrower shall give notice to Borrower prior to acceleration following Breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 11 unless Applicable Law provides otherwise). The notice shall comply with Applicable Law. If the debt is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of the Secured Indebtedness without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 15, including without limitation reasonable attorney fees, to the extent not prohibited by Applicable Law, and costs of title evidence if Borrower is in default, Lender may elect not to accelerate the Secured Indebtedness but instead may refuse to make additional advances or reduce the Credit Limit. Even if Lender elects not to exercise any remedy under this Security Instrument, Lender does not forfeit or waive Lender's right to refuse to make additional advances or reduce the Secured Indebtedness but instead may refuse to make additional advances or reduce the Credit Limit. Even if Lender elects not to

14. Default. Borrower shall be in default under the HELLOC and this Security Instrument if without limitation any of the following occurs: (a) Borrower engaged or engaged in fraud or material misrepresentation in connection with any aspect of the HELLOC or this Security Instrument; (b) Borrower does not meet repayment terms under the HELLOC; (c) Borrower's action or inaction without limitation Borrower's occupancy of the Property; (d) Borrower's application for the HELLOC and Borrower's occupancy of the Property; (e) Borrower fails to make timely payments under the HELLOC; (f) Borrower fails to maintain the Property in accordance with the collateral including without limitation the Property or Lender's rights in the collateral including without limitation: (i) Borrower's transfer of the Property as required under Section 3 of this Security Instrument; (ii) Borrower's failure to maintain the Insurance provided in Section 11 of this Security Instrument; (iii) Borrower's failure to make timely payment of the Property taxes or other expenses of the Property; (iv) Borrower's commission of waste of the Property; (v) Borrower's failure to pay taxes due on the Property or Borrower's failure to act such that a lien superior to Lender's interest is filed against the Property; (vi) the creation of a lien taken by condominium or eminent domain; (vii) a judgment is filed against Borrower that subjects Lender to action that adversely affects Lender's interest in the Property; (ix) the creation of a lien on the Property; or (x) a superior lien holder forecloses on the Property such that Lender's interest in the Property is adversely affected.

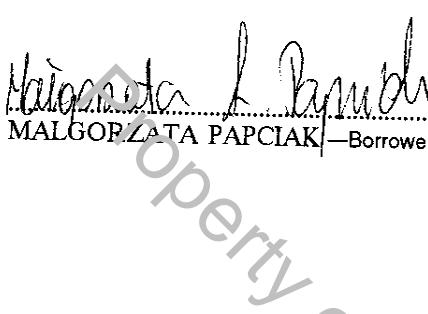
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Loan No: 000601089438

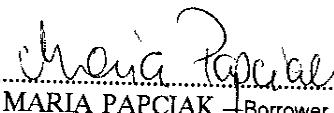
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19. Advances. Lender is obligated under the HELOC to make advances at any time during the Draw Period, as that term is defined in the HELOC.

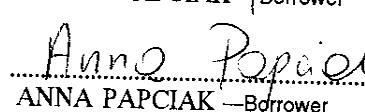
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Borrower also acknowledges receipt of a copy of this Security Instrument.



.....(Seal)
MALGORZATA PAPCIAK — Borrower



.....(Seal)
MARIA PAPCIAK — Borrower



.....(Seal)
ANNA PAPCIAK — Borrower

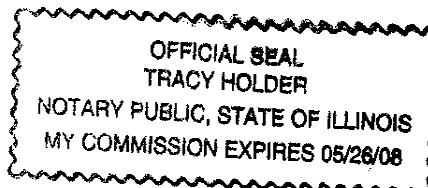
State of ILLINOIS [Space Below This Line For Acknowledgment] _____
 County of COOK §
 §

The foregoing instrument was acknowledged before me this 19 day of October,
2004, by
 MARIA PAPCIAK AND MALGORZATA PAPCIAK AND ANNA PAPCIAK

Tracy Holder
 Notary Public

My commission expires: 05-26-08

TRACY HOLDER
 (Printed Name)



ILLINOIS HELOC Mortgage



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Loan No: 000601089438
Borrower: MARIA PAPCIAK

Data ID: 503

LEGAL DESCRIPTION

Provide legal description here. Attach to the document to be recorded and file as one instrument.

LOT 22 IN VOLK BROTHERS 2ND ADDITION TO SCHILLER PARK, BEING A SUBDIVISION OF PART OF LOT 3 IN SUBDIVISION OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THAT PART OF THE SOUTH EAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF WISCONSIN CENTRAL RAILROAD RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

Address of Property (for identification purposes only):

Street: 4241 N. KOLZE ST.
City, State: SCHILLER PARK, Illinois 60176

Pin : 12-15-309-009

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