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When recorded return to: First American Title in surance Co., Lenders Advantage 1100 Superior Avenue, Suite 200 Cleveland, Ohio 44114 ATTN: NATIONAL RECORDINGS

Doc#: 0724302125 Fee: \$78.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/31/2007 10:56 AM Pg: 1 of 10

After Recording Re(u) r To: FLAGSTAR BANK 5151 CORPORATE DRIVE TROY, MI 48098 FINAL DOCUMENTS, MAIL STOP w-530-3

This instrument was prepared by: DAN MAYER 19700 FAIRCHILD DR IRVINE CA,92612

12851328 A FlA # V8 WBCD LOAN # 501566967

3004 CC

MIN 100052550156696733

THIS MORTGAGE is made this 7TH day of AUGUST, 2007 SOLE and MARIETTA C. SOLE, husband and wife, not in tenalo; tenancy.

between the Mortgagor, DENNIS in common, but in joint

(herein "Bo row er") and the Mortgagee. This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS") 'solution as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, cel (888) 679-MERS. FLAGSTAR BANK, FSB, A FEDERALLY CHARTERED SAVINGS BANK,

organized and existing under the laws of THE UNITED STATES OF AMERICA, 5151 CORPORATE DR, TROY, MI 48098-2639

whose address is

(herein "Lender").

ILLINOIS - SECOND MORTGAGE - 1/80 - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$22,500.00, which indebtedness is evidenced by Borrower's note dated AUGUST 7, 2007 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on SEPTEMBER 1, 2027.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained. For this purpose, Borrower does hereby mortgage, 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

[Type of Recording June adiction] of COOK

[Name of Recording Jurisdiction]:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

APN #: 12-02-1(9-001-0000

which has the address of 1201 S CHESTER AVE PARK RIDGE,

Ox CC

[Street] [City]

Illinois

60068-6101

(herein "Property Addre ss").

[ZIP Code]

TOGETHER with all the improvements now or hereattor erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and romain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the lease not destate if this Mortgage is on a leasehold) are hereinafter referred to 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 or 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 uncumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands,

subject to encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, ur til the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including or dominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

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If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promoth repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lenuer shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower or more payments

as Lender may require.

Upon payment in full of all Jums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragiar, h 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Units applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, the 1 to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Truct: Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when dus. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the ir iprovements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender

may require and in such amounts and for such periods as I ender may require.

The insurance carrier providing the insurance shall be consensed by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in javor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance corrier and Lender. Lender may make proof

of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond tr. I ender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums, Planned Unit Developments.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums, Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or per nit impairment or deterioration of the Property. If this Mortgage is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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 this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required

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mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related

to Lender's interest in the Property.

9. Conder mation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement

- with a lien which has priority over this Mortgage.

 10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amor'. Lat.on of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not opera ento release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify ar iortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right
- 11. Successors and Assigns Bound: Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the righ's he reunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrow er's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under the Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, o make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by relivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such cine: address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice follorrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrowe or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall no limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under a yhome rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignmen, or any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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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 delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is movided to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, and Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all exponses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, at stracts and title reports.

18. Borrower's Right to mastate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time price to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in conforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Figurety and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and rate in such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abando of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and change the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not imitted to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lander shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

22. Riders. All Riders to this d	orrower hereby waives all right of homester ocument are executed by Borrower. The fo	ar', exemption in the Property. Ilov/ing Riders are to be executed by the
Borrower [check box as applicable	· •	
X Adjustable Rate Rider	Condominium Rider	Second Home Rider
Balloon Rider 1-4 Family Rider	Planned Unit Development Rider Biweekly Payment Rider	Other(s) [specify]
	REQUEST FOR NOTICE OF DEFAUL AND FORECLOSURE UNDER SUPERI MORTGAGES OR DEFDS OF TRUS	OR

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

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IN WITNESS WHEREOF, Borrower has executed this Mortgage.

State of ILLINOIS County of COOK

Stock Colling after The foregoing instrument was acknowledged before me this by DENNIS SOLE AND MARIETTA C. SOLE (name(s) of person (s) acknowledged).

F Person Taking Acknowledgement)

Richard A Marer Je.

(Title or Rank)

winnber, if any)

"OFFICIAL SEAL" RICHARD A. MAIER JR. Notary Public. State of Illinois My Commission Expires 05/31/09

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FIXED/ADJUSTABLE RATE RIDER (LIBOR Six-Month Index (As Published In The Wall Street Journal)-Rate Caps)

THIS FIXED/AD 'USTABLE RATE RIDER is made this 7TH day of AUGUST, 2007 and is incorporated into and shall be deemed to amend and supplement the McAgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (in "Note") to FLAGSTAR BANK, FSB, A FEDERALLY CHARTERED SAVINGS BANK

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

1201 s CHESTER AVE
PARK RIDGE, IL 60068-6101

THE NOTE PROVIDES FOR A CHANGE IN PORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST FATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 9.620%. The Note also provides for a change in the initial fixed rated to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES (A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate I will pay day of SEPTEMBER 1, 2012 and the adjustable interest rate I will pay may change on that day every 6th month thereafter. The date on which my initial fixed

Initials:

MULTISTATE FIXED/ADJUSTABLE RATE RIDER (Second Mortgage) - WSJ Six-Month LIBOR

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v8 wbcb LOAN # 501566967 interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in **The Wall Street Journal**. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is notionger available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE percentage point(s) (3.000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded amount will be any new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest that acc use on the unpaid principal that I am expected to owe at the Change Date at my new interest rate. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first. Change Date will not be greater than 14.625% or less than 4.625%. The fatter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than one percentage point from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.625%.

(E) Effective Date of Changes

My new interest rate will become effective on each Char.ge Date. I will pay the amount of my new monthly payment beginning on the first morthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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MULTISTATE FIXED/ADJUSTABLE RATE RIDER (Second Mortgage) - WSJ Six-Month LIBOR

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ANIN CICRAS ON V8 WBCD LOAN # 501566967 BY signing BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

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Form No. 3301 (6/00) Short Form Commitment, EAGLE SEARCH PLUS ORDER NO: **4966118** FILE NO: 34242017 LENDER REF: 501539649

Exhibit "A"

The land referred to in this policy is situated in the STATE OF ILLINOIS, COUNTY OF COOK, CITY OF PARK RIDGE, and described as follows:

LOT 27 AND THE NORTH 1/2 OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT IN H. ROY BERRY COMPANY'S DEVON AVENUE HIGHLANDS, BEING A SUBDIVISION OF LOT 1, IN JOHN BATTCHER ESTATE DIVISION OF NORTH FRACTIONAL 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, LANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.