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Doc#: 0808818048 Fee: \$54.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 03/28/2008 12:30 PM Pg: 1 of 10

Grace above this line is for Recorder's use only Mortgage above the Mx

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PIL201284

AFFIDAVIT FOR RECORDING COPY OF LOST ORIGINAL

STATE OF ILLINOIS

COUNTY OF

	Ri Colleis	haine dub.
the followin	g:	, being duly sworn on oath, state
1.	That he/she is an employee of F	esidential Title Services, Inc., of Lombard, Illinois
2.	That the original of the attached	
3.	That the copy attached hereto is delivered to the grantee stated the	a true and correct copy of the original, which original was erein on the date of execution.
4.	That the real estate index number	ris 27.27.205.021.0000
5.	That the property address is 16809 Highriew Averve	Orband Hills, Illinois 60487
6.	That this affidavit is made to inc to record the copy of said instrum	the recorder of deeds of
Signed this _	26th day of March	, 200 8 Halley Ignature
		Fi Colleja
	r	rinted Name
SUBSCRIBE	D and SWORN to before me on	his Alhday of Morch , 200 8
		Ryl Coll
***************************************	N	ptary Public
OFFICIA Raymond (Notary Public, S My Commission E	AL SEAL C. Manuel State of Illinois	\

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

REIUTE 10: LIFETIME FINANCIAL PARTNERS INC. 121 FAIRFIELD WAY SUITE 300 BLOOMINGDALE, IL 60108

Loan No: 601859528 [Space Above Trib Line For Hescarding Day

BOITOWER WILLIAM T. FLANAGAN

Data ID: 476

Permagent Index Number: 27-27-205-021-07-0

FHA Case No. 137-3687626 203B

MORIGAGE

MIN: 10049400000000/1740

THIS MORTGAGE ("Security Instrument") is given of the 16th day of August, 2007.

The mortgagor is WILLIAM T. FLANAGAN AND REBECCA L FLANAGAN, HUSBAND AND WIFE, ALL AS
JOINT TENANTS

This Security Instrument is given to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("Borrower"). as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as b ineficiary. MERS is organized and edisting under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, M1 48501-laws of the State of ILLINOIS, and has an address of 121 FAIRFIELD WAY SUITE 100 BLOOMINGDALE, IL 60108.

Borrower owes Lender the principal sum of TWO HUNDRED TWO THOUSAND FOUR HUNDRED NINETY-TWO and NO/101—Dollars (U.S. \$ 202,492.00). This debt is evidenced by Borrower's note dated the same date as this on September I, 2037. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by 12.3 Note, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the payment of all other sums, with followers, covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does better 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 COOK County, Illinois:

ILLINOIS FHA MORTGAGE

7/c P+0e0t859526+0748+01+07+LFHADT

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SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

TOO OF

which has the address of 16809 HIGHVIEW

Hippis

AND HILLS.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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 understands and to comply with law or custom, MERS (as nominee for Lender and Lender's increasors 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 exercise any or all of those interests, including, but not limited to, the right to foreclors and sell the Property; and to take any action required of Lander including, but not limited to, releasing and canceling this Security Instrument

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby coveyed and has the right to mortgage, grant and convey the Property and that the Property is unconcumbered, except for croumbrances of record Borrower warrants and will defend generally the title to the Property against all claims and ourseads, subject to any

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 Principal, Interest and Lute Charge. Bearower shall pay when due the principal of, and recess on, the debt evidenced by the Note and late charges due under the Note.

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

Lender may, at any time, collect and hold amounts for Excrow learns in an aggregate amount not to exceed the maximum amount that may be required for Borrower's excrow account under the Real Estate Sculicment Procedures Act maximum amount that may be required for distributer's earned account under the Real Estate occurrent Procedures Act of 1974, 12 U.S.C. § 2601 ct seq. and implementing regulations, 24 CFR Part 3.500, as they may be amended from time to time ("RESPA"), except that the cushion of reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the



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Loan No: 601859528

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

up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security lastrument. If Borrower tenders to Lender the full payment of all such sums. Borrower's occount shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund only excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance

remaining for all instricted its for items (a), (b), and (c).

3. Application of "syments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows: First, to the moregrap insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the property mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, food and other hazard insurance premiums, as required

Third, to-interest due under and Note;

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

4. Fire, Flood and Other Hazard I savance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, upulast any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. It insurance shall be curried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerr -0 is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of be indebredness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which pro referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to provail outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled therev.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force thell pass to the purchaser.

- 5. Occupancy, Preservation, Maintenance and Protection of the Property; Barrowe is Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days ofter the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of o cupancy, unless Lender dotermines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or dealroy, domage or substantially change the Property or allow the Property to deteriorate, restrictable wear and lear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in de lender. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Burrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or foiled to provide Lender with any material information) in connection with the loan evidenced by the Nate, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee tille to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing
- 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Leader shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the mouthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security instrument shall be paid to the entity legally entitled thereto.

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

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

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

Borrower shall recomply discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the pa, what of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by, or acteur's against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcer soul of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lieu to this occurity instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over has Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one a more of the actions set forth above within 10 days of the giving of potice. 8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt

(a) Default. Lender may, except as I miles by regulations issued by the Sacretary in the case of payment defaults, require immediate payment in for of all sums secured by this Security Instrument if:

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

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

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 1, U.S.C. 1701;-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

All or part of the Property, or a beneficial interest in a rust or ning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Properly is not occupied by the purchaser or grantee at his or her principal residence, or the purchaser or grantee does to occupy the Property, but his or her cre has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Leader does not waive its rights with respect u sub coucht events. (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and forespre if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 90 days from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 90 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Londer when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

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Loan No: 601859528

- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon relocatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to pennil reinstate sent if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years ir nediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds to the future, or (iii) reinstatement will adversely affect the priority of the lien
- 11. Borrower No. R leased; Forbearance By Lender Not a Woiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not of or the to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortiza for of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's aucressers in interest. Any forbearance by Londer in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; July, and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and bench; the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and surcuments shall be joint and several. Any Borrower who cosigns this Security Instrument but does not execute the Note: (5) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property and r the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Leader and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Scennity Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another we had. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Leader's address stated herein or any address Leader designate, by natice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Bern. wer or Lander when given as
- 14. Governing Law, Severability. This Security Instrument shall be governed by Federal law and the low 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 affect other provisions of this Security instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of the Security Instrument and the Note are declared to be severable.
- 15. Borrower's Cupy. Borrower shall be given one conformed copy of the Note and of this Security travanent. 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or set as of any Hozardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything offecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosane, other flammable or toxic petroleum products, toxic pesticides and herbicides, voletile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.



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

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

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be beld by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be contiled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to moder or Lender's agent on Lender's written demand to the tenant

Borrowe, has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Londor from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take cooled of or maintain the Property before or after giving notice of breach to Borrower. Londer or a judicially appointed receiver may do so at any time there is a breach. Any application of reads shall not cure or woive any default or invalidate any other right or remedy of Lender. This assignment

of reals of the Property shall terminate when the debt secured by the Security Instrument is paid in full. 18. Foreclosure Procedure. In Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judy in proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedics provided in this paragraph 18, including, but not limited to, reasonable atturneys' lees and

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires incrediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 15% ("Act") (12 U.S.C. 3751 et sea.) by requesting a foreclosure commissioner designated under the Act to commence for sclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under

19. Release, Upon payment of all sums secured by this Security lastrument, Leader shall release this Security Instrument without charge to Borrower. Borrower shall pay any record use costs.

20. Walver of Homestrad. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

21. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Leader's interests in Borrower's collateral. This insurance may, but and ool, protect Borrower's interests. The coverage that Leader purchases may not pay any claim that Borrower make or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any in unance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurated as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. Toe crass of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check

Condominium Rider	Growing Equity Rider
Planned Unit Development Rider	
Other (specify)	- Independent Rider



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Loan No: 601859528 Data ID: 476 By Signing Below, Borrower accepts and agrees to the terms contained in rider(s) executed by Borrower and recorded with it. ent and in any WILLIAM T. FLANAGAN State of ILLINOIS County of DUPAGE WILLIAM T. FLANAGAN AND REBECCA L FLANGON Му сопр TO COME OFFICE

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Legal Description

LOT 21 IN BLOCK 6 IN WESTHAYEN HOMES RESUBDIVISION BEING A RESUBDIVISION OF WESTHAVEN HOMES UNIT 1 AND WESTHAVEN HOMES UNIT 2 IN THE NORTH 1/2 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY,

Parcel ID Number: 27-27-205-021-0000

Commonly known 65: 16809 HIGHVIEW AVENUE JGE ND HILL

State Of Cook Colling Clark's Office GPLAND HILLS, IL 60487