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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/24/2008 02:07 PM Pg: 1 of 12

Recording requested by: LSI  
When recorded return to :  
Custom Recording Solutions  
2550 N. Redhill Ave.  
Santa Ana, CA. 92705  
800-756-3524 Ext. 5011 4087421

After Recording Return To:

Anna Rivas  
Countrywide Bank, FSB  
MS CHDLR-D-281  
2505 W Chandler Blvd  
Chandler, AZ 85224-4921

Prepared By :  
Anna Rivas  
MS CHDLR-D-281  
2505 W Chandler Blvd  
Chandler, AZ 85224-4921  
(800) 960-4219

APN: 10-16-217-030

[Space Above This Line For Recording Data]

State of Illinois

### SIMPLEEQUITY<sup>SM</sup> MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 21, 2008. The mortgagor is Sam Benson And Sylvia Benson, Husband And Wife ("Borrower"). This Security Instrument is given to Countrywide Bank, FSB, which is organized and existing under the laws of the United States, and whose address is 1199 North Fairfax Street, Ste 500, Alexandria, VA 22314-1483 ("Lender"). Borrower owes (or will owe) Lender amounts which Lender has advanced (or is obligated to advance), including future advances ("Loan Advances"), under the terms of a SimpleEquity Mortgage Loan Agreement dated the same date of this Security Instrument (the "Loan Agreement"). This debt is evidenced by Borrower's SimpleEquity Mortgage Adjustable Rate Note dated the same date as this Security Instrument ("Note"), with the full debt, if not paid earlier, due and payable on December 27, 2069. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note which debt will include future advances which will be advanced from time to time from and after the date of this Security Instrument, not to exceed in the aggregate at any one time outstanding the principal amount of three hundred fifty thousand and 00/100 Dollars (U.S. \$350,000.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the Security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under the Security Instrument, the Note and the Loan Agreement.

#### • ILLINOIS SIMPLEEQUITY<sup>SM</sup> MORTGAGE

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For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described Property located in COOK County, Illinois:

See Attached

Parcel ID#: 10-16-217-030

which has the address of 9214 Lavergne Avenue, Skokie [Street,City], Illinois 60077 [Zip Code] ("Property Address");

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 shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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 and Interest.** Borrower shall promptly pay when due the principal of, and interest on, the debt evidenced by the Note.
2. **Payment of Taxes and Insurance.** Borrower shall pay the following charges and assessments in a timely manner until the Note is paid in full: (a) property taxes, including any assessments which may attain priority over this Security Instrument as a lien on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) hazard or property insurance premiums; and (d) flood insurance premiums, if any. As provided in the Loan Agreement, Borrower may elect to have Lender pay these charges and assessments out of Loan Advances. If Borrower does not elect to have such sums paid by Lender out of Loan Advances or if Borrower has elected to pay such sums out of Loan Advances but Loan Advances can no longer be made, Borrower shall pay these charges and assessments directly and out of Borrower's own funds. 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.
3. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly and out of Borrower's own funds unless Borrower has elected to have such sums paid by Lender out of Loan Advances pursuant to the Loan Agreement subject to the continued availability of Loan Advances. 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 receipts evidencing the payments.

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**4. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods, flooding or earthquakes, 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 Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 6.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's Security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If under Paragraph 22 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.**

Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) and shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's Security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's Security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, 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 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.

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**6. Protection of Lender'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 bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is reasonable or appropriate 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 over 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 6 Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**7. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

**8. 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

If the Property is abandoned by Borrower, or if, a ter notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails 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.

**9. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**10. Successors and Assigns Bound; Joint and Several Liability; Co-borrowers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 15. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, 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) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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**11. Fees.** Lender may collect fees and charges as provided in the Note, the Loan Agreement and this Security Instrument. Lender may charge Borrower fees for services performed in connection with Borrower's default for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument or the Note or Loan Agreement, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or applicable law.

**12. 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 method. 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 Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph.

**13. Governing Law; Severability.** This Security Instrument shall be governed by federal law and, to the extent such law is not preempted by federal law, the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument, the Loan Agreement or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument, the Loan Agreement or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**14. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**15. Repayment of Debt**

**(A) Due and Payable**

Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains (a) title to the Property in fee simple, (b) a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower (or retaining a beneficial interest in a trust with such an interest in the Property), or (c) a life estate in the Property; or
- (iii) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (iv) For a period of longer than 12 consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (v) An obligation of the Borrower under this Security Instrument is not performed.

**(B) Notice to Lender**

Borrower shall notify Lender whenever any of the events listed in this subparagraph (a) of Paragraph 15 occur.



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## (C) Notice to Borrower

Lender shall notify the Borrower whenever the loan becomes due and payable under Paragraph 15. Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

## (D) Trusts

Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Lender, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 15. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 15.

**16. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to reinstate the Loan and to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) cures any default of any covenant or agreement in his Security Instrument; (b) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (c) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument and Lender's rights in the Property shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall only apply in the case of acceleration under Paragraph 15(C).

**17. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that disburses payments due to Borrower under the Note and this Security Instrument and otherwise services Borrower's loan. 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, Borrower will be given written notice of the change in accordance with Paragraph 12 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which inquiries should be made. The notice will also contain any other information required by applicable law.

**18. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting 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.

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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 or 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 Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 18, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this Paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**19. Non-Recourse Liability.** Lender may enforce the obligations under the Note, this Security Instrument and the Loan Agreement solely against the Property. Borrower shall have no personal liability for payment of the amounts due under the Note, this Security Instrument and the Loan Agreement. This Paragraph shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Note, the Loan Agreement and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note, the Loan Agreement and this Security Instrument.

**20. Obligatory Loan Advances.** Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances for interest, servicing fees, and other charges, shall be obligatory.

**21. Adjustable Rate Feature.** Under the Note, the initial stated interest rate which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the six month LIBOR rate ("Index"), plus a margin. The Index is made available in the Money Rates section of The Wall Street Journal.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of the month that begins at least 6 months after the date of the Note and on the first day of each succeeding 6 months ("Change Date") until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index and rounding that amount to the nearest one-eighth of one percent (0.125%). The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

The Calculated Interest Rate cannot be more than ten (10%) percentage points higher than the Initial Interest Rate and will never be less than the margin.

The Calculated Interest Rate will never increase by more than six (6%) percentage points higher than the Initial Interest Rate and will never be less than the Margin.

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

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

**22. Acceleration; Remedies.** Pursuant to Paragraph 15(C) and (D), Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 15(A) and (B) unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) 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 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default under Paragraph 15(C) is not cured on or before the date specified in the notice, Lender shall require immediate payment in full of all sums secured by this Security Instrument 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 Paragraph 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**24. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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**25. Riders to this Security Instrument.** If one or more riders are executed by Borrower 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).]


Condominium Rider

Planned Unit Development Rider

Other(s)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

  
\_\_\_\_\_  
Sam Benson -Borrower

  
\_\_\_\_\_  
Sylvia Benson -Borrower

Property of Cook County Clerk's Office

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STATE OF ILLINOIS,

*COOK*

County ss:

I, *Julie A. Peterson*

, a Notary Public in and for said county

and state do hereby certify that

*Sam Benson and Sylvie Benson*

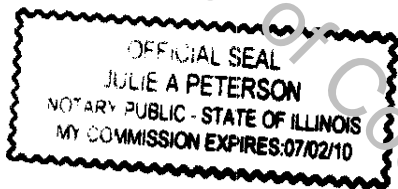
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said Instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *21* day of *February* *2008*.

My Commission Expires: *07-02-10*

*Julie A Peterson*  
Notary Public

**JULIE A. PETERSON**



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## EXHIBIT A

Exhibit A to the Mortgage given on February 21, 2008, by Sam Benson And Sylvia Benson, Husband And Wife ("Borrower") to Countrywide Bank, FSB ("Lender"). The Property is located in the county of COOK, State of Illinois, described as follows:

### Description of Property

See Attached

Parcel ID: 10-16-217-030

Property of Cook County Clerk's Office

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## Exhibit A

### LEGAL DESCRIPTION

The land referred to herein is situated in the State of IL, County of Cook, City of Skokie and described as follows:

Lot 15 in Block 4, in Oliver Salinger and Co's. L Terminal Subdivision. Being a Subdivision of the East Quarter (1/4) of the West Half (1/2) of the Northeast Quarter (1/4) of Section 16, Township 41 North, Range 13, East of the Third Principal Meridian, (excepting from said East Quarter (1/4) of the Northeast Quarter (1/4) aforesaid)

Assessor's Parcel No: 10-16-217-030-0000  
Street Address: 9214 Lavergne Ave  
Skokie, IL, 60077

Property of Cook County Clerk's Office