Illinois Anti-Predatory **Lending Database**

Program

Certificate of Exemption

Doc#: 0833826363 Fee: \$58.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 12/03/2008 02:22 PM Pg: 1 of 12

The property identified as:

PIN: 25-09-300-038-0000

Address:

9932 SOUTH EMERALD AVENUE Street:

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60628

Lender:

WORLD ALLIANCE FINANCIAL CORP

Borrower: PEARLEATHA PEETE

Loan / Mortgage Amount: \$80,853.46

Clarks This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 28B6CC0E-C5B0-48C4-A6B6-EA2833B7D9FE

Execution date: 11/21/2008

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After Recording Return To:
World Alliance Financial Corp.
3 Huntington Quadrangle, Suite 201N
Melville, NY 11747

P.ephred By: Wo.1d Allance Financial Corp. 3 Hunt ngton Quadrangle, Suite 201N Melville, N. 1 1747

Space Above This Line For Recording Data

State of Illinois

FHA Case Number: 137-4383692/952 Loan Number: 3000022059

ADJUSTANLE RATE HOME EQUITY CONVERSION MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 'tovember 21, 2008 ("Date"). The mortgagor is: PEARLEATHA PEETE, A MARRIED WOMAN whose aud es is: 9932 SOUTH EMERALD AVENUE, CHICAGO, IL 60628 ("Borrower"). This Security Instrume to given to: World Alliance Financial Corp. which is organized and existing under the laws of THE STATE OF NEW YORK, and whose address is: 3 Huntington Quadrangle, Suite 201N, Melvine, NY 11747 ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to ac vanco, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Somower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject v, adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of ONE HUNDRED NINETY FIVE THOUSAND AND NO/100 (U.S. \$195,000.00); (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on December 02, 2085. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Len er's successors and assigns, the following described property located in COOK County, Illinois:

See Legal Description Attached

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Parcel Number: 25-09-300-038-0000

which has the address of: 9932 SOUTH EMERALD AVENUE, CHICAGO, IL 60628 ("Property

Address").

COGETHER WITH all the improvements now or hereafter erected on the property, and all easements, riol ts, 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."

BORFLOW R COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to moreover, ge, 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 value uniform security instrument covering real property.

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

- 1. Payment of Principal and Interest Porrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.
- 2. Payment of Property Charges. Borro ver shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Londer, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.
- 3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, act and any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Froperty, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The indu and policies and any renewals shall be held by Lender and shall include loss payable clauses in lavo 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 concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender innty. Insurance proceeds shall be applied to restoration or repair of the damaged Property, it is 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 first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of

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the indebtedness under the Note and this Security Instrument. Any excess insurance 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.

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 shall pass to the purchaser.

4. Cccupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan ("relication; 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's principal more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal Residence" shall have the Fame meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to destruction, ate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (of faile I 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee utile shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of London's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines at dispositions 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 interes' in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges 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 fouch 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 right's in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become all additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a

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reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. 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.

- 7. 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 shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the light and this Security Instrument shall be paid to the entity legally entitled thereto.
- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceler; non of Debt.
 - (a) Due and Payable Len ler 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 title to the Property in fee single or retains 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 birth day of the youngest Borrower or retains a life estate, (or retaining a beneficial interest in a trust with such an interest in the Property).
 - (b) Due and Payable with Secretary Approval. Lender may require immediate payment-in-full of all sums secured by this Security Instrument, upon approval or the Secretary, if:
 - (i) The Property ceases to be the principal residence of a Borrovier for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
 - (ii) For a period of longer than 12 consecutive months, a Borrowel fills to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
 - (iii) An obligation of the Borrower under this Security Instrument is not performed.
 - (c) Notice to Lender. Borrower shall notify Lender whenever any of the events listed in it.s Paragraph 9 (a)(ii) and (b) occur.
 - (d) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever

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the loan becomes due and payable under Paragraph 9 (a)(ii) and (b). Lender shall not have the right to commence foreclosure until Borrower has had 30 days after notice to either:

- 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.
- (e) Trucks Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 4.
- (f) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note not be eligible for incurrance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment-in-full of all sums secured by this Security Instrument. A writer, statement of any authorized agent of the Secretary dated subsequent to 60 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 Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebfednets, including accrued interest, owed by Borrower at the time of the assignment.
- 11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment-in-full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment-in-full. Foreclosure costs and reasonable and customary a forney's fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement 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. To ever, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement affor the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure of different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

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12. Lien Status.

- Modification. Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the property is not encumbered by any liens (except this Security instrument, the Second Security Instrument described in Paragraph 13(a) and any st por inate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to proter the lien status of future loan advances. Borrower agrees to execute such documents. If state law uses not permit the original lien status to be extended to future loan advances, Borrower viil or geemed to have failed to have performed an obligation under this Security Instrument.
- (b) Tax Deferral Programs. Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.
- (c) Prior Liens. Borrower shall comptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. I Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one more of the actions set forth above within 10 days of the circula of notice.

13. Relationship to Second Security Instrument.

- (a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the Nr tional Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.
- (b) Relationship of First and Second Security Instruments. Payments make by the Secretary shall not be included in the debt under the Note unless:
 - (i) This Security Instrument is assigned to the Secretary; or
 - (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

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If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

- (c) Effect on Borrower. Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:
 - (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note; or
 - (ii) Do obligated to pay interest or shared appreciation under the Note at any time, whether accused before or after the payments by the Secretary, and whether or not accrued in ocet has been included in the principal balance under the Note.
- (d) No Duty of the Sicretary. The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.
- 14. Forbearance by Lender Not a We ver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.
- 15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefic the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary Borrower's covenants and agreements shall be joint and several.
- 16. 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 of any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class ment to Lender's address stated herein or any 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 Letter when given as provided in this Paragraph 16.
- 17. Governing Law; Severability. This Security Instrument shall be governed by Foderal law and the law of the jurisdiction in which the Property is located. In the event that any provision or chause of this Security Instrument on the Note conflicts with applicable law, such conflict shall not affect the provisions of this Security Instrument 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.
- 18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument

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

19. 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 agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

f Londer gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument, (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenent of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's writen demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Earr wer. However, Lender or a judicially appointed receiver may do so at any time there is a breach Ary application of rents shall not cure or waive any default or invalidate any other right or remediate of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

- 20. Foreclosure Procedure. If Lender requires immediate payment-in-full under Paragraph 9, Lender at its option may 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 Section 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had bear disbursed on the date the initial disbursement was made, regardless of the actual date of any disburse nent. The amount secured by this Security Instrument shall include all direct payments by Lender to Corrower and all other loan advances permitted by this Security Instrument for any purpose. This tien priority shall apply notwithstanding any State constitution, law or regulation, except that this lie is priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.
- 22. Adjustable Rate Feature. Under the Note, the initial stated interest rate of 3.228% which coruses on the 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 interbank offered rates for one month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published on the first business day of each week in the "Money Rates" section of The Wall Street Journal("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index

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any Index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of February, 2009, and on [] that day of each succeeding year [X] the first day of each succeeding month ("Change Date") until the loan is paid 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. The sum of the margin plus the Current Indix 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").

[] Annually Adjusting Variable Rate Feature The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Literal Rate.

[X] Monthly Adjusting Va lable Rate Feature The Calculated Interest Rate will never increase above THIRTEEN AND 228/4000 Percent (13.228 %)

The Calculated Interest Rate vill be adjusted if necessary to comply with these rate limitation(s) 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.

- 23. Release. Upon payment of all sums section by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted unue. Applicable Law.
- 24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.
- 25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lander, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Sorrower's collateral. This insurance may, but need not, protect Borrower's Interests. The coverage wat Lender purchases may not pay any claim that Borrower makes or any claim that is made regainst Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Bracewer will be responsible for the costs of that insurance, including interest and any other charges Janda may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs 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.

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LEGAL DESCRIPTION

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LOT FOURTEEN (14) IN SLOCK TWENTY FOUR (24), IN EAST WASHINGTON HEIGHTS, A SUBDIVISION OF THE V.(5°) ["::ALF (1/2) OF THE NORTHWEST QUARTER (1/4) AND THE SOUTHWEST QUARTER (1/4) OF SECTION 9, TOWN 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PIN(S): 25-09-300-038-0000

CKA: 9932 SOUTH EMERALD AVENUE, CHICAGO, IJ., 60628