# **UNOFFICIAL CO**

### Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption

1021841039 Fee: \$48.00 Eugene "Gene" Moore RHSP Fee:\$10,00

Cook County Recorder of Deeds Date: 08/06/2010 10:47 AM Pg: 1 of 7

Report Mortgage F. av d 800-532-8785

The property identified as:

PIN: 14-21-101-054-1617

1421-157-054-2287

Address:

Street:

655 IRVING PARK ROAD

BOX 15

Street line 2:

City: CHICAGO

Lender: RAYMOND L. GIESELMANN

Borrower: RAYMOND J. GEISELMANN

Loan / Mortgage Amount: \$170,000.00

of county clarks This property is located within Cook County and the transaction is exempt from the requirements of 705 ILCS 77/70 et seg, because the application was taken by an exempt entity.

Tic~

Certificate number: 859308D3-45C8-4942-BFE0-9299145848B6

Execution date: 06/25/2010

06/17/2010 09:51

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[Space Above This Line For Recording Data]
MORTGAGE
THIS NO ITGAGE ("Security Instrument") is given on
Raymond L. Gieselmann an Illinois resident , which is organized and existing
under the laws of
Raymond L. Giest Imann an Illihols resident , which is organized and existing under the laws of
P.I.N. 14-21-101-054-1617 and 14-21-101-054-228/
Unit 3306 and Parking Space B-136 which has the address of 655 W. Irving Park Road, Chicag
SPECK SPECK
Ilinois ("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.

06/17/2010 09:51

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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; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for; (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Punds in an amount not to exceed the maximum and our a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real have Sentlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Punds in an amount of the exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lett.der, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. He wever, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used of Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, and must accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was nucle. The Funds are pinded as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the recuiren ents of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrew Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's state discretion.

Upon payment in full of all sums secured by this Sum ity Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall require or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at fur time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provide t other rise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any like charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fires and impositions attributable to the Property which may amin priority over this Security Instrument, and leasehold payn ents or ground rems, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in the manner, Borrower shall pay them on time directly to the person owed payment. Boxrower shall promptly furnish to Lender all socies of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to I ender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument "nless Borrower: (a) agrees in writing to the payment of the obligation secured by the Jien in a manner acceptable to Lendor (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lendor common operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If 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 or more of the actions set forth above within 10 days of the giving of notice.

5. 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 or flooding. 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 7.

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 lessaned. 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

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shandons 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.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 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.

- 6. 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 within sixty days ter the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for ar least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreastably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy de rage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in defailt I any forfaiture action or proceeding, whether civil or criminal, is begun that in Lander's good faith judgment could result it is feiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest, dor ower may cure such a default and reinstate, as provided in paragraph 18, by exusing the action or proceeding to be d'm'ssed 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 Lorder (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but, ot limited to, representations concerning Borrowet's occupancy of the Property as a principal residence. If this Secur, y 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.
- 7. Protection of Lander's Right in one 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 Londer's rights in the Property (such as a proceeding in bankruptcy, probate, for or oden nation or forfeiture or to enforce laws or regulations); then Lender may do and pay for whatever is necessary 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 lieu 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 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 star become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terror of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest appropriate from Lender to Borrower requesting payment.

- 8. Mortgage Insurance. If Lender required mortgage insurance as condition of making the ioan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the nortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an algorithm mortgage insurence previously in effect, from an algorithm mortgage insurence by Lender, if substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve. In lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again these overage (in and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. 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.

10. 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 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:

(a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

Unless Lender and Borrower otherwise agros in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for 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 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 or otherwise modify amortization of the sums secured by this Socurity Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lander in exercising any right or remedy shall not be a waiver of or practude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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 17. 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 recured 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

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan car gos and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with air on a exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to for rower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct paymen to Borrower. If a refund seduces principal, the reduction will be treated as a partial propayment without any prepayment charge under the Note.

14. Notices Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first cora 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 Lander. Any notice to Lender shall be given by first class mail to Lender's a dress 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

law as of the date of this Security Instrument.

15. Governing Law; Severahilt. This Security Instrument shall be governed by federal law and the law 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 affect without the conflicting pre vision. To this end the provisions of this Security Instrument and the Note are declared to be soverable,

16. Borrower's Copy. Borrower shall be give one conformed copy of the Note and of this Security Instrument. 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 B introder is sold or transferred and Borrower is not a natural person) without Lender's prior written consept. Lender may, v to option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not exercised by Lander if exercise is prohibited by federal

If Lender exercises this option, Lender shall give Borrower notice of services continue shall provide a period of not less than 30 days from the date the notice is delivered or mailed with a which Borrower must pay all sums secured by this Socurity Instrument. If Borrower fails to pay these sums prior to the ext ation of this period, Lander may invoke

any remedies permitted by this Security Instrument without further notice or der and on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, sources shall have the right 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 or divious are that Borrower. (a) pays Lender all sums which then would be due under this Security Instrument and the No e as 5 no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred to any coing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) taken such action as Leader, may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, ut. Se purity Instrument and the obligations secured hereby shall rumain fully effective as if no acceleration had occurred, however, this

right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. 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 "Long Servicer") that collects monthly payments due under the Note and this Security Instrument. 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 Survicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardons 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 morage on the Property of small quantities of Hazardons 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 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.

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As used in this paragraph 20, "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 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. 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 17 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, foreclosure by judicial proceeding and sale of the Property. The notice shall furt'er inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the pon-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, 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 paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Porrower. Borrower shall pay any recordation costs.
  - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. 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 agreement of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)] Adjustable Rate Rider Condominium Rider 1-4 Family Rider Graduated Payment Rider Piarnel Unit Development Rider Biweekly Payment Rider Balloon Rider Rate Innicyement Rider Second Home Rider Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the term, and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witnesses: State of Illinois, County of \_\_\_\_\_ Cool4 ss. I, the undersigned, a News Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RAYMOND J. GIRSELMANN personally known to me to be the same person \_\_\_ whose name \_\_\_\_\_ subscribed IMPRESS to the foregoing instrument, appeared before me this day in person, and acknowl-SEAL edged that \_\_he\_ signed, sealed and delivered the said instrument as \_\_ free and voluntary act, for the uses and purposes therein set forth, including the DONALD B. GARVEY release and waiver of the right of homestead. Given under my hand and official seal, this \_ Commission expires

This instrument was prepared by Donald B. Garvey, Garvey & Associates, Ltd

60181

IL 60181

18376 Summit Avenue-Unit 3C, Oakbrook Terrace,

Garvey & Associates, Ltd.

1S376 Summit Avenue-Unit 3C

Oakbrook Terrace, IL

MAIL TO:

\_\_\_ 1021841039 Page: 7 of 7

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### TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000623187 OC STREET ADDRESS: 655 IRVING PARK RD

CITY: CHICAGO COUNTY: COOK COUNTY

TAX NUMBER: 14-21-101-054-1617 4 14-21-101-054-2287

#### **LEGAL DESCRIPTION:**

UNIT 3306 AND B-136 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PARK PLACE TOWER I COMDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0011020878, AS AMENDED FROM TIME TO TIME, IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.