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Illinois Anti-Predator	у
Lending Database	
Program	

Certificate of Compliance

Doc#: 1023612095 Fee: \$86.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 08/24/2010 02:42 PM Pg: 1 of 9

Report Mortgage Frank 800-532-8785

The property identified as:

RIN: 18-03-307-017-0000

Address:

Street:

4316 ELM AVE

Street line 2:

City: BROOKFIELD

Lender: Bancgroup Mortgage

Borrower: Jeffrey R Dean, Sandra Dean

Loan / Mortgage Amount: \$237,220.00

Soot County Clert's Pursuant to 765 ILCS 77/70 et seq., this Certificate authorizes the County Recorder of Deeds to record a residential mortgage secured by this property and, if applicable, a simultaneously dated HELOC.

Execution date: 08/16/2010

Certificate number: 51064A0F-39D0-45F8-8AFE-BDE4F1B38502

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BANCGROUP MORTCE CORPORATION ATTE: FIRAL DOCUMENT DE ARTMENT 10400 S. ROBERTS ROAL PALOS HILLS, IL 60465

-004 County This instrument was prepared by: BETH M TOUSEY BANCGROUP NORTGAGE CORPORATION 1653 BARCLAY BOULEVARD BUFFALO GROVE, IL 60089

Title Order No.: 1410008813931CS

LOAM #: PE10070004421 State of Illinois

MORTGAGE

137-588233(-707

MIN: 1009257-00000 22-0-5

THIS MORTGAGE ("Security Instrument") is given on AUGUST 16, 2010. JEFFREY W DEAM AND SANDRA DEAM, HUSBAND AND WIFE

The Mortgarjor is

("Borrower"). "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgages under this Security Instrument.

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LOAM #: PH10070004421

MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2025, Flint, MI 48501-2026, tel. (888) 679-MERS. BANCGROUP MORTGAGE CORPORATION, A CORPORATION

("Lender") is organized and

existing under the laws of ILLINOIS and has an address of 10400 S. ROBERTS ROAD, PALOS HILLS, IL 60465.

Borrower July Lender the principal sum of **TWO HUMDRED TRIRTY SEVEN THOUSAND TWO HUMDRED THERTY This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 1, 2040. This Security Instrumer, secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the seci rity of this Security instrument; and (c) the performance of Borrower's covenants and agreements under this Security strument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nomines fr. Le der and Lander's successors and assigns) and to the successors and assigns of MERS, the following described property located in Cook County, Illinois: LOT 20 TOGETHER WITH EAST 1/2 VACATED ALLEY LYING WEST AND ADJOINING THERETO IN BLOCK 4 IN OLIVER SELECT AND CO'S BURGALOW PARK, BEING A SUBDIVISION OF PART OF SECTION 3, THE SHIP 38 NORTH, RANGE 12 MAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1921 AS DOCUMENT 7299660, IN COOK COUNTY, ILLINOIS. APM #: 18-03-307-017-0000

which has the address of 4316 ELM AVENUE, BROOKFIELD

Illinois 60513

("Property Address");

[Zip Code]

JUNE CLON TOGETHER WITH all the improvements now or hereafter erected on the property, and all easem in 's, 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 "Proprinty." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's \$2.00.58018 and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foresione and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right tomortgage, 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

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.

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(Street, City).

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Borrower and Lender covenant and agree as follows: UNIFORM COVENANTS

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. 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 special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (r), remiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance p. or .um to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (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, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, a"any "ane, collect and hold amounts for Escrow items in an aggregate amount not to exceed the maximum amount that may be equired for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2801 of code, and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the covarion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are provided in the account may not be based on amounts due for the mortgage insurance premium.

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

The Escrow Funds are pledged as additions are unity for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sur...., Sorrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any murigant insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall prumpity refund any 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 installments for items (a), (b), and (c).

Application of Payments. All payments under paragr phy 1 and 2 shall be applied by Lender as follows:
 <u>First</u>, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

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

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against 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. All insurance shall be carried with companies approximately plander. The insurance policies and any renewals shall be held by Lender and shall include loss payable clause. 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 put made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for unless 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 the indebtedness under the Note and this Securily 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 are referred to in paragraph 2, or change the amount of such payments. 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.

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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.

- 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 within sixty days after 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 occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances else which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in distalt. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statement in the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If Lis Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquirecter that 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 white any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lander to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Under chall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any the quent 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 monthly payments, which are referred to in proceeds to the principal shall not extend or 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.

7. Charges to Borrower and Protection of Lend of Rights in the Property, Borrower shall pay all governmental or municipal charges, fines and impositions that are not without in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If the property, upon Lender's request Borrower shall promptly furnish to be independent of these payments.

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

Any amounts disbursed by Lender under this paragraph shall become an advisional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date (1.3) bursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument, these Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to 'ander; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which is to be Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreemen' satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property a subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying to relea. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving or redoc.

- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
 - (a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of paymer in defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Borrower defaults by failing to pay in full any 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 in this Security Instrument.

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(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, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or

otherwise transferred (other than by devise or descent), and

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

(c) No Walver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit erics r's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. The security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the

(e) Mort age Not insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligib. If the insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, equire immediate payment in full of all sums secured by this Security Instrument. A written statement of any au nor red 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, u.'s option may not be exercised by Lender when the unavailability of insurance

is solely due to Lender's fa ure to remit a mortgage insurance premium to the Secretary.

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 durinder the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To riving at the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account our rent including, to the extent they are obligations of Borrower under this Security instrument, foreclosure costs and isaso and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon sinstcurrent by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender to provide immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the corimericement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lander Not a Walfer. 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 operate to release the liability of the original Borro rer 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 amortization of the sums secured by this Security Instructe at by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by trader 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; Joint and Several Liability; Co-Signers. The college and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any don wer 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; (i) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and City other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Ser unit; 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 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 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 Lender when given as provided in this paragraph.

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14. Governing Law; Severability. 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 effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. 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 Froperty 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 apprepriate to normal residential uses and to maintenance of the Property.

Box or shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any got and entry involving the Property and any Hazardous Substance or Environments (Low of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority,) at any removal or other remediation of any Hazardous Substances affecting the Property is necessary. Borrow(rs) all promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this puragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmerical Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic petroleum prod

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

17. Assignment of Rents. Borrower un for /it/hally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender or collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender or 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 expurity only.

if Lender 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 the security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of "he Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

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

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver risky to so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other, not it or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Sexually Extrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under parative ph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all exprises incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable https://eee.and.costs.of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary or ires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Forecioeurs Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a forecioeur commissioner designated under the Act to commence forecioeurs 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 this Paragraph 18 or applicable law.

19. 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.

20. Walver of Homesteed. Borrower waives all right of homestead exemption in the Property.

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21. Riders to this Security Instrum	nent. If one or more riders are	## PH1007000442 executed by Borrower and recorded together wi	ith
this Security Instrument, the covenants	of each such rider shall be in	ncorporated into and shall amend and suppleme rider(s) were a part of this Security Instrument.	nt
[Check applicable box(es)]	Security instrument as it the	nder(s) were a part of this Security Instrument.	
Condominium Rider Graduated Payment Rider	Growing Equity Rider Other(s) [specify]	Planned Unit Development Rider	
	Caracter (e) (ebecar)		
Pir SIGNING BELOW, Borrower ac rider(r) executed by Borrower and rec	cepts and agrees to the term	ns contained in this Security Instrument and in ar	ny
Witnessa:	orded with it.	1110	
	+6	Tafley W. (Sea)	
	July	PREY DEAN	٠,
Ox	* \	Sandra Jan.	
	s.dir.s	PRA DEAM (Sea)	1)
State of ILLINOIS			
County of: COOK	0		
The foregoing instrument w	as acky lodged befor	re me this 8-16-2010 (date)	j
by JEFFREY W DEAM AND SANDRA	DEAN (Dase of Prison	acknowledged).	
	-# K	au Ayan	-
	(61/ant	cure of Person Taking Acknowledgement	:)
	···•••	(Title or Rank	t)
"OFFICIAL SEAL"	•	(Serial Number, if any	r)
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Nobary Public, State of Many Commission Expires 08/0	B/14 T		
MACOULINA			
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STREET ADDRESS: 4316 ELM AVENUE

CITY: BROOKFIELD COUNTY: COOK

TAX NUMBER: 18-03-307-017-0000

LEGAL DESCRIPTION:

LOT 20 TOGETHER WITH EAST 1/2 VACATED ALLEY LYING WEST AND ADJOINING THERETO IN BLOCK 4 IN OLIVER SALINGER AND CO'S BUNGALOW PARK, BEING A SUBDIVISION OF PART OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1921 AS DOCUMENT 7299660, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clark's Office