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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 1215131101 Fee: \$58.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/30/2012 03:03 PM Pg: 1 of 11

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN: 14-33-316-117-0000**

**Address:**

**Street:** 1663 NORTH VINE STREET

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60614

**Lender:** PNC BANK NATIONAL ASSOCIATION

**Borrower:** MICHAEL G SAMMON, BARBARA P SAMMON

**Loan / Mortgage Amount:** \$100,000.00

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

S   
P   
S   
M   
SC   
E   
INT

**Certificate number:** 6E29AD22-4D23-43F9-8C39-AFACBA28659F

**Execution date:** 05/18/2012

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This document was prepared by  
(name and address)  
Stephanie Kibler, Bank Officer  
PNC Bank  
P.O. Box 5570  
Loc. # 7120  
Cleveland, OH 44101  
After recording return to:

PNC Bank  
P.O. Box 5570  
Loc. # 7120  
Cleveland, OH 44101

## Open-End Mortgage (With Future Advances Clause)

OLNACS # 15697457

THIS MORTGAGE is made on **05/12/2012**  
The Mortgagor(s) is(are) **MICHAEL G SAMMON, BARBARA P SAMMON.** (H/W)



If there is more than one, the word "Mortgagor" refers to each and all of them.  
The Mortgagor is **PNC Bank, National Association.**

*21/02/2012  
PNC*

The word "Borrower" means **MICHAEL G SAMMON, BARBARA P SAMMON.**

If there is more than one, the word "Borrower" refers to each and all of them.

### THIS MORTGAGE SECURES FUTURE OBLIGATIONS AND ADVANCES PURSUANT TO 205 ILCS 5/5D.

Mortgagee has granted to Borrower a home equity line of credit providing for a Maximum Credit Limit (that is, a maximum principal amount of indebtedness) of **One Hundred Thousand Dollars And Zero Cents**  
(U.S. \$ 100,000.00 )

under the terms of Borrower's written agreement with Mortgagee (referred to herein as the "Agreement"), dated **05/12/2012**, which Agreement is incorporated herein by reference. The Agreement constitutes "revolving credit" as defined by 815 ILCS 205/4.1. The total amount of the indebtedness secured by this Mortgage, on which interest accrues as set forth in the Agreement, may decrease and increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the Maximum Credit Limit, plus interest thereon, service charges and fees, and any advances made under the terms of the Agreement to protect Mortgagee's priority and security and to perform any of the promises made by Mortgagor or Borrower to protect Mortgagee's priority and security that the Borrower and Mortgagor have failed to perform. If the total amount of indebtedness decreases to zero from time to time, this Mortgage will remain in effect until it is released or becomes void. Mortgagee is obligated, under the terms set forth in the Agreement, to make future advances during the Draw Period of the Account. Mortgagee is not obligated to make advances which would cause the principal balance outstanding to exceed the Maximum Credit Limit, and is not obligated to make advances after the Account is terminated or during any period when further extensions of credit are prohibited or suspended as provided in the Agreement. By the Agreement, Borrower has agreed to repay the advances in monthly installments, with interest. The terms of the Agreement allow for changes in the interest rate and the monthly payment. Borrower may transfer all or a portion of the principal balance to a fixed rate part, to be paid over a term in equal installments. The interest rate on new fixed rate parts will change based on a formula, but the rate on a fixed rate part will not change after it is established. The Agreement provides that all amounts owing under the Agreement shall be due on or before **05/17/2049**.

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This Mortgage secures to Mortgagee: (a) the repayment of the debt evidenced by the Agreement, as amended, supplemented or modified from time to time, with interest and other charges as provided therein; (b) the payment of all other sums, with interest thereon, advanced hereunder for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred to protect the security of this Mortgage; (c) the payment of all of Mortgagee's costs of collection, including costs of suit and, if permitted by law, reasonable attorneys' fees and expenses to the maximum extent permitted by law, if suit is filed or other action is taken to collect the sums owing or to protect the security of this Mortgage; (d) payment of any refinancing, substitution, extension, modification, and/or renewal of any of the indebtedness and other amounts mentioned in subparagraphs (a), (b) or (c) of this paragraph; (e) the performance of Mortgagor's and/or Borrower's covenants and agreements under this Mortgage and the Agreement; and (f) the repayment of the debt evidenced by any agreement which was replaced by the Agreement, to the extent that such debt is owed to Mortgagee and has not been paid. For this purpose, in consideration of the aforesaid debt and for the better securing payment of the same, with interest, as aforesaid and costs and counsel fees, Mortgagor does hereby mortgage, grant, warrant, convey and assign to Mortgagee the following described property, including existing and future leases, subleases, rents and royalties on the property, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located and known as:

1663 N VINE ST  
 CHICAGO IL 60614 COOK  
 Recording Date 04/24/2000  
 Deed Book Number 002082054 Page Number N/A  
 Tax Parcel Number 14-33-315-117-000

Lot and Block Number N/A N/A

Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of this State. The word "Property" herein shall mean all of the foregoing mortgaged property.

To have and to hold the Property unto the Mortgagee, its successors and assigns, forever. Provided, however, that if the Mortgagor and/or Borrower shall pay to Mortgagee the said debt, interest, and all other sums, and perform all covenants and agreements secured hereby, and if Borrower has no further right to obtain advances of credit under the Agreement, then and from theneforth, as well, this present Mortgage and the estate hereby granted and conveyed by it shall cease, determine and become void and of no effect, notwithstanding anything to the contrary in this Mortgage.

**Warranty of Title.** Mortgagor warrants and represents to Mortgagee that: (a) Mortgagor is the sole owner of the Property, and has the right to mortgage and convey the Property, (b) the Property is unencumbered except for encumbrances now recorded; and (c) Mortgagor will defend the title to the Property against all claims and demands except encumbrances now recorded.

**Payments.** Any Mortgagor who is also a Borrower agrees and promises that all payments due on the Agreement will be paid when due and as agreed.

**Default.** Mortgagor will be in default under this Mortgage upon a default under the terms of the Agreement.

**Mortgagee's Remedies.** In some instances, federal and state law will require Mortgagee to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Mortgagee may accelerate the maturity of the debt secured by this Mortgage and foreclose this Mortgage in a manner provided by law if Mortgagor is in default.

At the option of the Mortgagor, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice required by law, upon the occurrence of a default or any time thereafter. In addition, Mortgagor shall be entitled to all the remedies provided by law, the terms of this Mortgage, the terms of the Agreement and any related documents.

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All remedies are distinct, cumulative and not exclusive, and the Mortgagee is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Mortgagee of any sum in payment or partial payment on the debt secured by this Mortgage after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Mortgagee's right to require complete cure of any existing default. But not exercising any remedy on default, Mortgagee does not waive Mortgagee's right to later consider the event a default if it continues or happens again.

**Benefit and Burden.** The promises, agreements and rights in this Mortgage shall be binding upon and benefit anyone to whom the Property or this Mortgage is transferred. If more than one Mortgagor signs this Mortgage, each and all of them are bound individually and together.

**Delay in Enforcement.** Mortgagee can delay in enforcing any of its rights under this Mortgage or the Agreement without losing that right. Any waiver by Mortgagee of any provision of this Mortgage or the Agreement will not be a waiver of the same or any other provision on any other occasion.

**Assignment.** Mortgagee may sell, transfer or assign this Mortgage without Mortgagor's consent.

**Severability.** If any provision of this Mortgage is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Mortgage.

**Waiver.** Mortgagor waives all appraisal and homestead exemptions except to the extent prohibited by law.

**Notices.** Unless otherwise required by law, any notice by Mortgagee to Mortgagor shall be given by delivering it or mailing it by first class mail to the address of the Property, or to such other address specified by Mortgagor in writing to Mortgagee. Notice to one Mortgagor will be deemed notice to all Mortgagors.

**Signatures.** By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated on page 1.

  
Mortgagor's Signature   
Date

**MICHAEL G SAMMON**  
Type Mortgagor's Name

  
Mortgagor's Signature   
Date

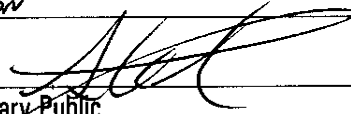
**BARBARA P SAMMON**  
Type Mortgagor's Name

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**Acknowledgment:**

State of Illinois, County of COOK } ss MAY 2012  
This instrument was acknowledged before me this 12TH day of MAY 2012  
by MICHAEL SAMMON & BARBARA SAMMON

(Seal)

  
\_\_\_\_\_  
Notary Public



Property of Cook County Clerk's Office

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## EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

PARCEL 1.

THAT PART OF THE FOLLOWING TWO PARCELS OF LAND TAKEN AS A SINGLE TRACT, TO WIT:

LOTS 28 TO 31, 40, 41 AND 42 IN THE SUBDIVISION OF THE EAST 1/2 OF LOTS 2, 3 AND (EXCEPT THE SOUTH 82 FEET OF THE EAST 100 FEET) OF LOT 4 IN BLOCK 1 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

AND

LOTS 5 TO 20 BOTH INCLUSIVE (EXCEPT THAT PART OF SAID LOTS TO 20 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 88.43 FEET TO A CORNER OF SAID LOT 5; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 5, A DISTANCE OF 14.10 FEET TO THE EAST LINE OF SAID LOT 5; THENCE NORTH ALONG THE EAST LINE OF SAID LOTS 5 TO 20 TO THE NORTHEAST CORNER OF SAID LOT 20; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 20; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 20 TO A LINE 1 FOOT WEST OF AND 1 FOOT WEST OF AND PARALLEL WITH THE SAID EAST LINE OF 20; THENCE SOUTH ALONG A LINE 1 FOOT WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 5 TO 20 TO A LINE 1 FOOT NORTHWESTERLY OF AND PARALLEL WITH THE SAID SOUTHEASTERLY LINE OF LOT 5; THENCE SOUTHWESTERLY ALONG SAID LINE 1 FOOT NORTHWESTERLY OF AND PARALLEL WITH THE SAID SOUTHEASTERLY LINE OF LOT 5 TO A LINE 1 FOOT NORTH OF AND PARALLEL WITH THE

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EXHIBIT A  
(continued)

SOUTH LINE OF SAID LOT 5; THENCE WEST ALONG SAID LINE 1 FOOT NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 5 TO THE WEST LINE OF SAID LOT 5; THENCE SOUTH ALONG SAID WEST LINE OF LOT 5 TO THE POINT OF BEGINNING) IN THE SUBDIVISION OF LOT 6 AND THE EAST 23 FEET OF LOT 7 IN BLOCK 1 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT POINT 61.95 FEET SOUTH AND 12.09 FEET EAST OF THE NORTHWEST CORNER OF SAID DESCRIBED TRACT OF LAND, AS MEASURED ALONG THE WEST LINE OF SAID TRACT AND ALONG A LINE AT RIGHT ANGLES THERETO, (SAID WEST LINE HAVING AN ASSUMED BEARING OF DUE NORTH FOR THIS LEGAL DESCRIPTION; THENCE DUE NORTH 28.05 FEET; THENCE NORTH 90 DEGREES EAST, 21.48 FEET; THENCE SOUTH 45 DEGREES EAST, 5.62 FEET; THENCE DUE SOUTH 24.04 FEET; THENCE SOUTH 90 DEGREES WEST, 25.45 FEET TO THE POINT OF BEGINNING.

ALSO

PARCEL 2 (RECORDED AS G-2)

A PARCEL OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF A HEREINAFTER DESCRIBED TRACT OF LAND; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID HEREINAFTER DESCRIBED TRACT, 78.56 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 15.86 FEET TO A POINT FOR A PLACE OF BEGINNING OF SAID PARCEL OF LAND; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 12.56 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 21.15 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 12.56 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 21.15 FEET TO THE POINT OF BEGINNING OF SAID PARCEL OF LAND, THE

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EXHIBIT A  
(continued)

AFOREMENTIONED TRACT OF LAND BEING LOTS 28, 29, 30, 31, 40, 41 AND 42 IN THE SUBDIVISION OF THE EAST 1/2 OF LOTS 2, 3 AND (EXCEPT THE SOUTH 82 FEET OF THE EAST 100 FEET) OF LOT 4 IN BLOCK 1 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOTS 5 TO 20, BOTH INCLUSIVE, (EXCEPT THE PART OF SAID LOTS 5 TO 20 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 88.43 FEET TO A CORNER OF SAID LOT 5; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 5, A DISTANCE OF 14.10 FEET TO THE EAST LINE OF SAID LOT 5; THENCE NORTH ALONG THE EAST LINE OF SAID LOTS 5 TO 20 TO THE NORTHEAST CORNER OF SAID LOT 20; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 20 TO A LINE 1 FOOT WEST OF AND PARALLEL WITH THE SAID EAST LINE OF LOT 20; THENCE SOUTH ALONG A LINE 1 FOOT WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 5 TO 20 TO A LINE 1 FOOT NORTHWESTERLY OF AND PARALLEL WITH THE SAID SOUTHEASTERLY LINE OF LOT 5; THENCE SOUTHWESTERLY ALONG SAID LINE 1 FOOT NORTHWESTERLY OF AND PARALLEL WITH THE SAID SOUTHWESTERLY LINE OF LOT 5 TO A LINE 1 FOOT NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 5, THENCE WEST ALONG SAID LINE 1 FOOT NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 5 TO THE WEST LINE OF SAID LOT 5; THENCE SOUTH ALONG SAID WEST LINE OF LOT 5 TO THE POINT OF BEGINNING), IN THE SUBDIVISION OF LOT 6 AND THE EAST 23 FEET OF LOT 7 IN BLOCK 1 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK, ILLINOIS,

ALSO

PARCEL 1A:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN DECLARATION MADE BY AMERICAN

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EXHIBIT A  
(continued)

NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 40382 DATED JANUARY 1, 1978 AND RECORDED JANUARY 26, 1979 AS DOCUMENT 24301534 AND FILED JANUARY 26, 1976 AS DOCUMENT LR2996071 AND AS CREATED BY DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY AS TRUSTEE UNDER NO. 17, 1978 AS DOCUMENT 24405519 AND FILED AS DOCUMENT LR3011225 FOR PURPOSES OF INGRESS AND EGRESS.

ALSO PARCEL 1B:

EASEMENT APPURTENANT TO END FOR THE BENEFIT OF PARCEL 1 AS CREATED BY QUIT CLAIM DEED FROM THE CITY OF CHICAGO, A MUNICIPAL CORPORATION TO NEIGHBORHOOD COMMONS CORPORATION, A NOT-FOR-PROFIT CORPORATION OF ILLINOIS, DATED APRIL 25, 1977 AND RECORDED MAY 20, 1977 AS DOCUMENT 2396159 AND FILED MAY 20, 1977 AS DOCUMENT LR2939190 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS TO THAT CERTAIN EAST WEST PUBLIC ALLEY LYING EAST OF VINE STREET AND SOUTH OF AN ABUTTING LOT 5 AFORESAID, OVER, UPON AND ACROSS:

THE SOUTH 1 FOOT OF LOT 5 IN BLOCK 1 AND SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

ALSO, PARCEL 3:

A PARCEL OF LAND BEING THAT PART OF A HERE AND AFTER DESCRIBED TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID TRACT, 33.91 FEET TO APPOINT FOR A PLACE OF BEGINNING OF SAID PARCEL OF LAND:

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 12.09

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EXHIBIT A  
(continued)

FEET;  
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 22.32  
FEET;  
THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 12.09  
FEET;  
THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 00  
MINUTES 00 SECONDS EAST ALONG SAID WEST LINE, 22.32 FEET TO  
THE POINT OF BEGINNING, THE AFOREMENTIONED TRACT OF LAND  
BEING LOTS 28, 29, 30, 31, 40, 41 AND 42 IN THE SUBDIVISION  
OF THE EAST 1/2 OF LOTS 2, 3 AND (EXCEPT THE SOUTH 82 FEET OF  
THE EAST 100 FEET) OF LOT 4 IN BLOCK 1 IN SHEFFIELD'S  
ADDITION TO CHICAGO AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF  
SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, TOGETHER WITH LOTS 5 TO 20, BOTH  
INCLUSIVE, (EXCEPT THE PART OF SAID LOTS 5 TO 20 DESCRIBED AS  
FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5;  
THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF  
88.43 FEET TO A CORNER OF SAID LOT 5; THENCE NORTHEASTERLY  
ALONG THE SOUTHEASTERLY LINE OF SAID LOT 5, A DISTANCE OF  
14.10 FEET TO THE EAST LINE OF SAID LOT 5; THENCE NORTH ALONG  
THE EAST LINE OF SAID LOTS 5 TO 20 TO THE NORTHEAST CORNER OF  
SAID LOT 20; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 20  
TO A LINE 1 FOOT WEST OF AND PARALLEL WITH THE SAID EAST LINE  
OF LOT 20; THENCE SOUTH ALONG A LINE 1 FOOT WEST AND PARALLEL  
WITH THE EAST LINE OF SAID LOT 5 TO 20 TO A LINE 1 FOOT  
NORTHWESTERLY OF AND PARALLEL WITH THE SAID SOUTHWESTERLY  
LINE OF LOT 5; THENCE SOUTHWESTERLY ALONG SAID LOT 1 FOOT  
NORTHWESTERLY OF AND PARALLEL WITH THE SAID SOUTHEASTERLY  
LINE OF LOT 5 TO A LINE 1 FOOT NORTH OF AND PARALLEL WITH THE  
SOUTH LINE OF SAID LOT 5; THENCE SOUTH ALONG SAID WEST LINE  
OF LOT 5 TO THE POINT OF BEGINNING), IN THE SUBDIVISION OF  
LOT 6 AND THE EAST 23 FEET OF LOT 7 IN BLOCK 1 IN SHEFFIELD'S  
ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF  
SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

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EXHIBIT A  
(continued)

PPN: 14-33-316-117-0000

MICHAEL C. SAMMON AND BARBARA P. SAMMON, HUSBAND AND WIFE,  
NOT AS TENANTS IN COMMON AND NOT AS JOINT TENANTS, BUT AS  
TENANTS BY ENTIRETY

1663 NORTH VINE STREET, CHICAGO IL 60614

Loan Reference Number : ID2015697457/ID2015697457547886896

First American Order No: 44891606

Identifier:



Proprietary of Cook County Clerk's Office