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Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption

Doc#. 1612350077 Fee: \$98.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 05/02/2016 10:12 AM Pg: 1 of 9

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 14-29-314-048-1030

Address:

Street:

2510 N. Wayne Ave.

Street line 2: 301

City: Chicago

ZIP Code: 60614

Lender: ILLINOIS HOUSING DEVELOPMENT AUTHORITY

Borrower: Ivanka Stefanova

Loan / Mortgage Amount: \$7,500.00

Junit Clout's 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.

Certificate number: EAD32EE6-4659-4A38-9AD9-4F5F399906B2

Execution date: 4/14/2016

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This document was prepared by:
Paniela Kresch
KEY MORTGAGE SERVICES, INC.
475 N. MARTINGALE RD. SUITE 100, SCHAUMBURG, IL

When recorded, please return to: Illinois Housing Development Authority 401 N. Michigan Avenue Suite 700 Chicaro, IL 60611 Atra. Hai lest Hit Fund

(Space Above This Line For Recording Data)

2nd Loan # 1691174 1th Home Illinois Illinois Hardest Hit Fund Down Payment Assistance Program

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Interment") is given on 04/14/2016. The mortgagor is(are) Ivanka Stefanova, A Single Woman ("Borrower"). This Security I istrated it given to THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY, which is organized and existing under the away of THE UNITED STATES OF AMERICA, and whose address is 401 N. Michigan Ave., Suite 700, Chicago, II. 60611 ("Londer"). Borrower owes Lender the principal sum of Seven thousand five hundred and 00/100 Dollars (U.S.57,500.00) pursuant to the Londer". Blimois Hardest Hit Fund Down Payment Assistance Program (the "Program"). This debt is evidenced by Borrower's tote died the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the discovery evidenced by the Note and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with integer, a "vanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION

which has the address of 2510 N Wayne Ave #301 Chicago, Illinois 60614 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all concernats, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be control by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that the Borrower is lawfully seized of the estate hereby conveyed and has $P \in n_0$ by 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 encumbrance, of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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- Payment of Principal; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of the
 debt evidenced by the Note and any prepayment and late charges due under the Note and any sums advanced under
 paragraph 7.
- 2. Intentionally Deleted.
- 3. Application of Payments. Unless applicable law provides otherwise, all payment received by Lender under paragraphs I shall be applied first to any amounts advanced under paragraph 7, then to any late charges due under the note and then to principal due.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower or Lender, on Borrowers behalf, shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly 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; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the 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. Azard 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, well-adic floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the oeriods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject the der's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described acree, ander may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with par graph 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 part prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower merwive agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is soft economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums seeved by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the "nor arty, or does not answer within 30 day a notice frum 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 sur a 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 pplication of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in part graph 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Londer, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass 5 moder to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- Occupancy; Preservation, Maintenance and Protection of the Projecty; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's rance, al residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for the term of this Security Instrument. Borrower shall keep the Propert in good repair and shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit we see on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien c.e ted by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided it aragraph 18. by causing the action or proceeding to be dismissed with a roling that, in Lender's good faith determ or ion, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by th's Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan oplic icon process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on leasehold, Borrower shall comply with all of 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 Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained



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in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the 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 tien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's 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 shall become additional debt of Borrower secured by this Security Instrument.

- 8. Intentionally Deleted.
- 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 ignee in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds instituted by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by the following fraction: (a) the total amount of the sums secured immediately before the taking. Any balance shall be paid to Borrower. In the even of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing of the sums secured by this Security harror, and whether or not the sums are then due.

If the Property is bandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or some a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is aborrized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums some of y this Security Instrument, whether or not then due.

- 11. Borrower Not Released; Perhearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums occur if by it is 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 cour id by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in the cut. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several L. ability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns v. i. moder and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be ion a nid several.
- 13. Intentionally Deleted.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument hall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by fedical aw 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.
- 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument
- 17. Transfer of the Property or a Beneficial Interest in Borrower/Refinance of First Mortgage Loan. If all it any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred for if a Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender

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may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower 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 conditions are that Borrower: (a) pays Lender all sum which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender 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, this Security Instrument and the obligations secured hereby shall remain 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 Interest) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that 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 Servicer, 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 Hencerdous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any lazar deus Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property hat is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or strong; on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to property and 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 of 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, the any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall prompily take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Vazar ous Substances" are those substance 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, voiati's solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "To monmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, after or environmental protection.

NON-UNIFORM CONVENANTS. Borrower and Lencer further ovenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to below to prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (at low prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) no 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 Planto ver, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the row may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and save of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. It the default is not cured on or before the date specified in the notice, Lender at is option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument without further demand and may foreclose this Security Instrument without further demand and may foreclose this Security Instrument in the paragraph 21, including, but not limited to, reasonable attorneys' fees and cost of fittle evidence.
- 22. 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 charges. Notwithstanding anything contained in the Mortgage to the contrary, it is expressly understood and agreed that no partial or full release of this Mortgage and any enforcement or other action hereunder shall waive, release or otherwise affect any of the restrictions and agreements set forth in the Note or any of the other Loan Documents.
- 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 thir Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

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Other(s) [speci	ify]		_
		ry Instrument shall automatically terminate if t au of foreclosure, or if the mortgage is assigne	

the Secretary of the United States Department of Housing and Urban Development, or upon the Forgiveness Date, provided a Repayment Event (as defined in the Note) has not occurred.

25. Require

26. Assumption. This Mortgage may not be assumed or assigned (other than us provided in paragraph 19 above). 27. Prohibited Transfer. Without the prior written consent of Lender, the Borrower shall not affect, suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of the Property (each a "Prohibited Transfer") not in compliance with the terms and conditions of this Mortgage

Total Indebtedness. At no time shall the principal amount of the indebtedness secured by this Mortgage, excluding sums advanced to protect the security of this Mortgage, exceed the original amount of the Note.

- 29. Indemnification of the Lender. Borrower agrees to defend and indemnify and hold harmless Lender from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that Borrower may incur or suffer by reason of or in connection with the Property, except if arising solely due to Lender's gross negligence, willful misconduct or after Lender takes possession of the Property. Borrower further agrees that Lender, if it so chooses, shall have the right to select its own counsel with respect to any such claims.
- WAIVER OF JURY TRIAL, BORROWER WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OP COUNTERCLAIM BROUGHT BY EITHER BORROWER OR LENDER, ITS SUCCESSORS AND LSS' GNS, ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROPERTY OR THIS MORTGAGE, AND ACKNOWLEDGES AND AGREES THAT THIS PROVISION IS A MATERIAL INDCUEMENT FOR LENDER TO MAKE THE FORGIVABLE LOAN EVIDENCED BY THE NOTE AND TO ACCEPT THIS MORTGAGE.
- 31. Illinois Mort age oreclosure Law. If any provision in this mortgage is inconsistent with any provision of the Illinois Mortgar - Freeclosure Law, 735 ILCS 5/15 et seq. (the "Foreclosure Law"), the provisions of the Foreclosure Law shall take pre cuence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mr. agige that can be construed in a manner consistent with the Foreclosure Law. If any provision of this Mortgage grants to Lender any rights or remedies upon default of the Mortgagor that are more limited than the rights that would off crwise he vested in Lender under the Foreclosure Act in the absence of that provision, Lender shall be vested with the rights granted in the Foreclosure Law to the fullest extent permitted by law.
- 32. Senior Loun. Borrower has a senior loan from a senior lender (the "Senior Lender") secured by a senior mortgage or mortgages on the Property disclosed to the cender (collectively, the "Senior Instruments"). Lender acknowledges that this Mortgage is junior and subordinate to are firm of the Senior Instruments. Borrower covenants and agrees to comply with all of the terms and provisions of the Senie. Instruments. Borrower shall give Lender a copy of all notices given Mortgagor with respect to any of the Senior Ing. a nexts within fifteen (15) business days after receiving such notice. Borrower shall not, without the prior written consent of and er, enter into any modification, extension, amendment, agreement or arrangement in connection with any of the Senic Instruments. In the event Borrower is declared by the holder of any of the Senior Instruments to be in default with respect to any requirement of any of the Senior Instruments, Borrower agrees that said default shall constitute a continuents, Borrower agrees that said default shall constitute a continuents. Loan Documents. Upon occurrence of such default, in addition to any other rights or remedies available to Lender, Lender may, but need not, make any payment or perform any act and to cure or attempt to cure any said default under any of the Senior Instruments in any manner and form deemed excellent by Lender. Lender shall not be responsible for determining the validity or accuracy of any claim of detar a made by the Senior Lender under the Senior Instruments and the payment of any sum by Lender in curing or after ring to cure any alleged default or Any omission shall be presumed conclusive to have been reasonable, justified and authorized. Any inaction on the part of the Lender shall not be construed as a waiver of any rights accruing to Lender on a count of any default hereunder.

[SIGNATURE PAGE TO FOLLOW]

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

****	- 1/1/3 Me in The Commercial (Sect)
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C/X	(Seal)
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Individual: Anthony J. Marinaccio

NMLSR ID: 211587





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LEGAL DESCRIPTION

Order No.: 16WSA102797NA

For APN/Parcel ID(s): 14-29-314-048-1030 and 14-29-314-048-1057

UNIT NUMBERS 301 AND P-16 IN WHEELWORKS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 16, 17, 18, 19, 20, 21, 22, 23 AND ALL OF THE EAST AND WEST ALLEY LYING SOUTH OF AND SOUTHERLY OF SAID LOT 18, NORTH AND NUFITHERLY OF SAID LOTS 19 THROUGH 23, BOTH INCLUSIVE AND BETWEEN THE EAST LINE 'NID WEST LINE OF SAID LOT 18 PRODUCED SOUTH ALL IN SUBDIVISION OF THAT PART OF LOT 13 IN COUNTY CLERK'S DIVISION OF BLOCK 43, LYING WEST OF THE EAST LINE OF WARD STREET, EXTENDED AND EAST OF THE WEST 124, 0425 FEET OF SAID LOT 13 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.