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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



**Report Mortgage Fraud**  
**844-768-1713**



\*2109947015\*

Doc# 2109947015 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/09/2021 10:56 AM PG: 1 OF 12

The property identified as: **PIN:** 24-10-417-053-0000

**Address:**

**Street:** 4204 West 103rd Street

**Street line 2:**

**City:** Oak Lawn

**State:** IL

**ZIP Code:** 60453

**Lender:** Jose Guzman and Angela Guzman Trust dated March 29, 2021

**Borrower:** Maria Laura Guzman as Trustee of the Maria Laura Guzman Trust dated March 29, 2021

**Loan / Mortgage Amount:** \$65,000.00

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 or person.

**Certificate number:** 1443A5CE-EB69-47D3-9F7E-B30BDD3AFA4B

**Execution date:** 3/29/2021

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## MORTGAGE DEED

This Mortgage is given by Maria Laura Guzman as Trustee of the Maria Laura Guzman Trust Dated March 29<sup>th</sup>, 2021 hereinafter called Borrower of 4223 West 76<sup>th</sup> Street Unit 103 Chicago, Illinois 60652 to Jose Guzman and Angela Guzman Trust Dated March 29, 2021 of 3638 West 71<sup>st</sup> Street Chicago, Illinois 60629 hereinafter called Lender, which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of Sixty-Five Thousand Dollars (\$65,000.00) together with interest thereon computed on the outstanding balance, all as provided in a Note having the same date as this Mortgage, and also, to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with MORTGAGE COVENANTS, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in Exhibit A attached hereto and made a part hereof and having a street address of 4204 West 103rd Street Oak Lawn, Illinois 60453

Borrower further covenants and agrees that:

1. PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note and all other sums secured by this Instrument. In the event the agreed payment is less than the interest due then the excess unpaid interest shall be added to the principal.

2. ESCROW. Lender shall not escrow for taxes or insurance. Borrower agrees to pay all real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises. If Borrower fails to do so, Lender may require Borrower to make with each periodic payment due under the Note secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Lender when due.

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3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender from Borrower under the Note or this instrument shall be applied by Lender in the following order of priority: (i) amounts payable to Lender by Borrower under paragraph 2 hereof; (ii) interest payable on the Note; (iii) principal of the Note; (iv) interest payable on advances made pursuant to paragraph 8 hereof; (v) principal of advances made pursuant to paragraph 8 hereof; (vi) any other sums secured by this Instrument in such order as Lender, at Lender's option, may determine; provided, however, that Lender may, at Lender's option, apply any sums payable pursuant to paragraph 8 hereof prior to interest on and principal of the Note, but such application shall not otherwise affect the order of priority of application specified in this paragraph 3.

4. CHARGES; LIENS. Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Borrower shall not allow any lien inferior to this Instrument to be perfected against the Property.

5. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", rent loss and such other hazards, casualties, liabilities and contingencies as Lender shall require and, in such amounts, and for such periods as Lender shall require. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender. In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct there from Lender's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder. Borrower further authorizes Lender to apply the balance of such proceeds to the payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof accounting to the Borrower for any surplus. In the event the Borrower does not renew the insurance policy then mortgagee may obtain loss payee insurance coverage only, which cost shall be payable by the Borrower. Failure to reimburse the mortgagee for the cost of this policy within 30 calendar days after being mailed a bill for it shall constitute default under the mortgage.

If the insurance proceeds are applied to the payment of the sums secured by this Instrument, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amounts of such installments. If the Property is sold pursuant to Paragraph 19 hereof or if Lender acquires title to the property, Lender shall have all of the right, title and

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interest of Borrower in and to such insurance policies and unearned premiums thereon and to the proceeds resulting from any damage to the Property prior to such sale and acquisition.

NOTWITHSTANDING THE ABOVE, BORROWER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS LENDER FROM ALL LIABILITY FOR LOSS, DAMAGE, RESULTING FROM FAILURE OF BORROWER TO INSURE THE PROPERTY INCLUDING WITHOUT LIMITATION ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, ASSESSMENTS JUDGMENTS, COSTS AND EXPENSES, ATTORNEY FEES THAT MAY ARISE THAT WOULD HAVE BEEN COVERED BY INSURANCE IF THE BORROWER HAD PROCURED INSURANCE AS REQUIRED PER THIS AGREEMENT.

6. PRESERVATION AND MAINTENANCE OF PROPERTY Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, and (f) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Lender.

7. USE OF PROPERTY. Property may be used only for purposes permitted by law.

8. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this instrument, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion to protect Lender's interest, including but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, (iii) procurement of satisfactory insurance as provided in paragraph 5 hereof and may also (iv) declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted by paragraph 19 of this Instrument.

Any amounts disbursed by Lender pursuant to this paragraph 8, with interest thereon at the rate then in effect as stated in the Note, shall become additional indebtedness of Borrower secured by this Instrument.

9. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property.

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10. CONDEMNATION. Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Borrower authorizes Lender, at Lender's option, as attorney-in-fact for Borrower, to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender.

Borrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, to payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof, with the balance, if any, to Borrower. Unless Borrower and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as lender may require.

11. BORROWER AND LIEN NOT RELEASED. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns or of any junior lien holder or guarantors, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Instrument, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this instrument any part of the Property, release other or additional security, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph 11 shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

12. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The procurement of

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insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Instrument.

13. REMEDIES CUMULATIVE. Each remedy provided in this instrument is distinct and cumulative to all other rights or remedies under this Instrument, or afforded by law or equity and may be exercised concurrently, independently, or successively, in any order whatsoever.

14. ACCELERATION IN CASE OF BORROWER'S INSOLVENCY. If Borrower shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Borrower shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower, or if Borrower shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Borrower or Borrower's property, or if the Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Borrower shall make an assignment for the benefit of Borrower's creditors, or if there is an attachment, execution or other judicial seizure of any portion of Borrower's assets and such seizure is not discharged within ten days, then Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted by paragraph 19 of this Instrument. Any attorney's fees and other expenses incurred by Lender in connection with Borrower's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this Instrument pursuant to paragraph 8 hereof.

15. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUMPTION. On sale or transfer of (i) all or any part of the Property, or any interest therein, or (ii) beneficial interests in Borrower (if Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Lender may invoke any remedies permitted by paragraph 19 of this Instrument.

16. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Instrument or in the Note shall be given by mailing such notice by first class mail addressed to Borrower at Borrower's address stated below or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Instrument or in the Note shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

17. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind, and

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the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. In exercising any rights here under or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

18. **GOVERNING LAW; SEVERABILITY.** This Instrument shall be governed by the laws of the State of Illinois. In the event that any provision of this Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Instrument and the Note are declared to be severable.

19. **ACCELERATION; REMEDIES.** Upon Borrower's breach of any covenant or agreement of Borrower in this instrument, including, but not limited to, the covenants to pay when due any sums secured by this Instrument, Lender at Lender's option may declare all of the sums secured by this Instrument to be immediately due and payable without further demand and may foreclose this Instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, costs of documentary evidence, abstracts and title reports.

20. **RELEASE.** Upon payment of all sums secured by this Instrument, Lender shall release this Instrument. Borrower shall pay Lender's reasonable costs incurred in releasing this Instrument.

21. **ATTORNEY'S FEES.** As used in this instrument and in the Note, "attorney's fees" shall include shall include, but not be limited to, fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, proceedings and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.

22. **RIDERS TO THIS INSTRUMENT.** If one or more riders are executed by borrower and recorded together with this Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this instrument as if rider(s) were a part of this Instrument.

23. **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, or 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 storage on the Property of small quantity of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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Borrower shall immediately 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.

As used in this paragraph 23, "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 23, "Environmental Law" means federal laws and laws of the jurisdiction where the property is located that relate to health, safety and environmental protection.

24. INDEMNIFICATION. Anything in this Mortgage or the other Loan Documents to the contrary notwithstanding, the Borrower shall indemnify and hold the Lender harmless and defend the Lender at the Borrower's sole cost and expense against any loss or liability, cost or expense (including, without limitation, title insurance premiums and charges and reasonable attorneys' fees and disbursements of the Lender's counsel, whether in-house staff, retained firms or otherwise), and all claims, actions, procedures and suits arising out of or in connection with (i) any ongoing matters arising out of the transaction contemplated hereby, the Debt, this Mortgage, the Note or any other Loan Document and/or the Mortgaged Property, including, but not limited to, all costs of reappraisal of the Mortgaged Property or any part thereof, whether required by law, regulation, the Lender or any governmental or quasi-governmental authority, (ii) any amendment to, or restructuring of, the Debt and this Mortgage, the Note or any of the other Loan Documents, (iii) any and all lawful action that may be taken by the Lender in connection with the enforcement of the provisions of this Mortgage or the Note or any of the other Loan Documents, whether or not suit is filed in connection with the same, or in connection with the Borrower, and/or any partner, joint venturer or shareholder thereof becoming a party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding, and (iv) the past, current and/or future sale or offering for sale of equity or other interests in the Borrower, including, without limitation, liabilities under any applicable securities or blue sky laws. All sums expended by the Lender shall be payable on demand and, until reimbursed by the Borrower pursuant hereto, shall be deemed additional principal of the Debt and secured hereby and shall bear interest at the Default Rate. The obligations of the Borrower under this paragraph shall, notwithstanding any exculpatory or other provisions of any nature whatsoever set forth in the Loan Documents, constitute the personal recourse undertakings, obligations and liabilities of the Borrower.

## 25. ASSIGNMENT OF RENTS

(a) As of the date of this Mortgage, as security in addition to the property described in this Mortgage, the Borrower hereby absolutely and unconditionally assigns to the Lender all of its right, title and interest in and to all Leases and any extensions, modifications and renewals thereof together with any and all guarantees of lessee's performance thereunder and all credits, deposits, claims, options,



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powers, benefits, privileges, and other rights arising thereunder, whether now in existence or which may hereafter come into existence during the term of this Mortgage, or any extension hereof, covering the Mortgaged Property, or any part thereof (but without an assumption by the Lender of liabilities of the Borrower under any such Leases by virtue of this assignment), and the Borrower hereby absolutely and unconditionally assigns to the Lender the Rents and other benefits of the Mortgaged Property now or hereafter arising from the Leases to be applied by the Lender in payment of the Debt, and of all other sums payable under this Mortgage. Notwithstanding the foregoing, so long as no default shall exist and be continuing hereunder, the Borrower shall have a license to collect the Rents (subject to the provisions of this Mortgage). The Borrower shall hold the Rents, or an amount sufficient to discharge all current sums due on the Debt, in trust for use in payment of the Debt. The license granted to the Borrower to collect the Rents may be revoked by the Lender upon any default by the Borrower under the terms of the Note or this Mortgage by giving notice of such revocation to the Borrower. Following such notice the Lender may retain and apply the Rents toward payment of the Debt in such order, priority and proportions as the Lender, in its discretion, shall deem proper for the operation, maintenance and repair of the Mortgaged Property, irrespective of whether the Lender shall have commenced a foreclosure of this Mortgage or shall have applied or arranged for the appointment of a receiver.

(b) The Borrower shall not, without the prior written consent of the Lender, make, or suffer to be made, any Leases which are not in conformity with prevailing market rents and terms for similar space in the area where the Mortgaged Property is located. Except as provided in the Paragraph 25(c) below, the Borrower will not modify or cancel or accept surrender of any Leases or accept prepayments of installments of the Rents for a period of more than one (1) month in advance or further assign the whole or any part of the Rents. The Borrower shall (i) fulfill or perform each and every provision of the Leases on the part of the Borrower to be fulfilled or performed, (ii) promptly send copies of all notices of default which the Borrower shall send or receive under the Leases to the Lender, and (iii) enforce, short of termination of the Leases, the performance or observance of the provisions thereof by the tenants thereunder.

(c) Anything contained in this Paragraph 25 to the contrary notwithstanding, and provided that the Borrower is not in default hereunder, the Borrower shall have the right to terminate or modify any existing Lease provided that the replacement Lease shall provide for the payment of rents that are at least equal to the existing payment provided for in the existing Lease and for a term to end no sooner than that of the existing Lease, shall be with a tenant having a credit rating at least as good as that of the existing tenant and shall contain such other terms and conditions as are comparable for buildings of like character in the area in which the Mortgaged Property is situated. The Borrower shall on request furnish to the Lender a report of its leasing activities (including an itemized rent roll) with respect to the Mortgaged Property.

26. No superior mortgage or the note secured by it will be modified without the written consent of Lender hereunder.

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IN WITNESS, WHEREOF, this Mortgage is executed, sealed and delivered as of March 29, 2021

  
\_\_\_\_\_  
Maria Laura Guzman Trustee

STATE OF ILLINOIS  
COUNTY OF COOK

On March 29, 2021, before me Maria Laura Guzman personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth

WITNESS my hand and official seal this 29<sup>th</sup> day of March, 2021

Signature \_\_\_\_\_  
NOTARY SEAL 

Prepared by: Luis C. Martinez  
Law Offices of Luis C. Martinez  
4111 West 63<sup>rd</sup> Street  
Chicago, Il. 60629



Return to: Luis C. Martinez  
Law Offices of Luis C. Martinez  
4111 West 63<sup>rd</sup> Street  
Chicago, Il. 60629

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## EXHIBIT A

Legal Description of the premises commonly known as 4204 West 103rd Street Oak Lawn, Illinois 60453:

LOTS 18 AND 19 IN BLOCK 3 IN RIDGE LAWN HIGHLANDS, BEING A SUBDIVISION OF THE SOUTH  $\frac{3}{4}$  OF THE EAST  $\frac{1}{2}$  OF THE EAST  $\frac{1}{2}$  OF THE WEST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 24-10-417-053-0000

Property of Cook County Clerk's Office

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