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State of Illinois

UNOFFICIAL COPY

Mortgage

FHAT Case No.

131: 4880903-7036

This Indenture, Made this

27th

day of February

, 19 87, between

Frank T. Brod and Debra D. Brod, Husband and Wife-----, Mongago:, and National Heritage Mortgage Corporation----a corporation organized and existing under the laws of the State of Alabama.

Mongage.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of Sixty Seven Thousand Eight Hundred Eighty Five and 00/100-----

Now, therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of Cook and the State of Illinois, to wit:

Lot 9 in Block 72 in S.E. Gross' Third Addition to Grossdale, being a Subdivision of that part of the West 1/2 of the Northeast 1/4 and the East 1/2 of the Northwest 1/4 lying North of Road known as Ogden Avenue (Facept Railroad), also the East 1/2 of the Northeast 1/4 lying South of Ogden Avenue all in Section 3, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Tax \$18-03-200-002 A-A-O DK

This Document Prepared by: Pamela L. Mynars

Mail To: National Heritage Mortgage

P.O. Box C

Birmingham AL 35201 Attn: Marketing

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rate, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or rower, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the extate, right, title, and interest of the said Mortgagor in and to said premises.

To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

And said Mortgagor covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of inturance, and in such amounts, as may be required by the Mortgagee.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

Previous Editions Obsolete

Page 1 of 4

HUD-92116M(10-85 Edition) 24 CFR 203.17(a)

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A.D. 19	lo yab	County, Illinoi,, on the	
. 7881.Q.A.			Given under my hand and Motarial Seal of
d for the county and State tops to the same to person and acknowledged top tops and purposes	is wife, personally kn ed before me this day ir	T. Brod , h cribed to the foregoing instrument, appeare at the said instrument as their	I, the Understgred storesid, Do Hereby Ce. 17/4 That Frank and Debra D. Brod person whose names are subschart they signed, sealed, and selivere therein set form, including the release and waitherein set form.
			State of Illinois) .22: County of Cook)
[SEAL]		[SEVI]	
(SEVI)	po.	r, the day and year first written. [SEAL] Debra D. Br	Witness, the hand and seal of the Mortgagos Witness, the hand and seal of the Mortgagos Frank T. Brod

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of thie to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

That if the premises, or any part thereof, be condemned under any power of eminent domain or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by to a secount of the indebtedness secured hereby, whether due or not

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the oate hereof) written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 60th days' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

In the event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And in the event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to fereclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee its possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory neriod of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a rourt in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may; keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgager or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And in case of foreclosure of this mortgage by said Mortgages in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure, and in case of any other suit, or legal proceeding, wherein the Mortgages shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And there shall be included in any decree foreclosing this mortified, and be paid out of the proceeds of any sale made in pursuance of any such decree: (I) All the costs of such suit or suits, advertising, side, and conveyance, including atterneys's solicitors's, and stenog agrees' fees, outlays for documentary evidence and cost of said abstract and examination of title: (2) all the moneys advanced by the stortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note recured he else, from the time such advances are made; (3) all the accrued intraest remaining unpaid on the indebtedness hereby recured; (1) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgager shall pay sail note at the true and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thing (30) days after written demand therefor by Mortgager, execute a release or satisfaction of this mortgage, and Mortgager hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

It is expressly agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure, to the respective hears, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number thall include the plural, the plural the singular, and the masculine gender shall include the feminine.

(1) premium charges under the contract of insurance with the the order set forth: payment to be aplied by the Mortgagee to the following items in thereof shall be paid by the Mortgagor each month in a single secured hereby shall be added together and the aggregate amount

Secretary of Housing and Urban Development, or monthly

charge (in lieu of mortgage insurance premium), as the case may of thousing and Urban Development, or monthly obe;

(II) ground tents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the note secured hereby;

(IV) amortization of the principal of the said note; and

(V) late charges.

expense involved in handling delinquent payments. ment more than fifteen (15) days in arrears, to cover the extra not to exceed four cents (4') for each dollar (51) for each payunder this mortgage. The Mortgagee may collect a "late charge" due date of the next such payment, constitute an event of default payment shall, unless made good by the Mortgagor prior to the

insurance premiums shall be due. If at any time the Mortgagor date when payment of such ground rents, taxes, assessments, or amount necessary to make up the deficiency, on or before the and payable, then the Mortgagor shall pay to the Mortgagee any premiums, as the case may be, when the same shall become due to pay ground rents, taxes, and assessments, or insurance subsection (b) of the preceding paragraph shall not be sufficient however, the monthly payments made by the Mottgagor under made by the Mottgagor, or refunded to the Mottgagor. If, of the Mortgagor, shall be credited on subsequent payments to be the case may be, such excess, if the loan is current, at the option ground rents, taxes, and assessments, or insurance premiums, as amount of the payments actually made by the Mortgages for subsection (b) of the preceding paragraph shall exceed the If the total of the payments made by the Mortgagor under

tion (a) of the pre-citing paragraph which the Mertgagee has not the Mortgagor all payments made under the provisions of subsecputing the amount of such indebtedness, credit to the account of debicdness i spresented thereby, the Mortgagee shall, in comof an acte secured hereby, full payment of the entire inshall lender to the Mongagee, in accordance with the provisions

default, the Mortgagee shall appiy, at the time of the commencehereby, or if the Mortgagee acquires me property otherwise after of this mortgage resulting in a prolic sale of the premises covered paragraph. If there shall be a default under any of the provisions cumiliated under the provisions of subsection (b) of the preceding Development, and any balance temaining in the funds acpecome oplisated to pay to the Secretary of Housing and Ciban

note and shall properly adjust any payments which shall have against the amount of principal then remaining unpaid under said under subsection (b) of the preceding paragraph as a credit acquired, the balance then temaining in the funds accumulated ment of such proceedings or at the time the property is otherwise

become due for the use of the premises hereinabove described. the rents, issues, and profits now due or which may hereafter aforesaid the Mortgagor does hereby assign to the Mortgagee all And as additional security for the payment of the indebtedness peen made under subsection (a) of the preceding paragraph.

for such periods as may be required by the Mortgagee and will other hazards, casualties and contingencies in such amounts and from time to time by the Mortgagee against loss by fire and steered on the mortgaged property, insured as may be required That he will keep the improvements now existing or hereafter

pay promptly, when due, any premiums on such insurance provi-

sion for payment of which has not been made hereinbefore.

of this paragraph and all payments to be made under the note (c) All payments mentioned in the two preceding subsections

ment, or lien so contested and the sale or forfeiture of the said which shall operate to prevent the collection of the tax, assesslegal proceedings brought in a court of comperent jurisdiction, taith, contest the canic of the validity thereof by appropriate ments situated thereon, so long as the Mortgagot shall, in good premises described herein or any part thereof or the improveor remove any tax, assessment, or tax lien upon or against the shall not be required nor shall it have the right to pay, discharge, mortgage to the contrary netwithstanding), that the Mortgagee It is expressly provided, however (all other provisions of this paid by the Mortgagor. proceeds of the sale of the mortgaged premises, if not otherwise tional indebtedness, secured by this mortgage, to be paid out of any moneys so paid or expended shall become so much addiit may deem necessary for the proper preservation thereof, and such repairs to the property herein mortgaged as in its discretion assessments, and insurance premiums, when due, and may make

said premises in good repair, the Mortgagee may pay such taxes,

than that for taxes or assessments on said premises, or to keep such payments, or to satisfy any prior tien or incumbrance other

in case of the refusal or neglect of the Mortgagor to make

(Offorz: And the said Mortgagor further covmants and agrees as premises or any part thereof to satisfy the same.

on any installment due date. That privilege is reserved to pay the dely in whole, or in part,

first day of each month until the said note is fully paid, the secured hereby, the Mortgagor will pay to the Mortgage, on the of principal and interest payable under the terms of the note That, together with, and in addition to, the monthly payments

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by the Secretary of Housing and Urban Development, as follows: charge (in lieu of a mortgage insurance premium) if they are held ment and the note secured hereby are insured, or a monthly funds to pay the next mortgage insurance premium if this instru-(a) An amount sufficient to provide the holder hereof with

ing and Urban Development pursuant to the National Housing holder with funds to pay such premium to the Secretary of Housnual mortgage insurance premium, in order to provide such hands of the bolder one (1) month prior to its due date the antional Housing Act, an amount sufficient to accumulate in the ment are insured or are reinsured under the provisions of the Na-(1) It and so long as said note of even date and this instru-

(1/12) of one-half (1/2) per centum of the average outstanding premium) which shall be in an amount equal to one-twelfth ment, a monthly charge (in tieu of a mortgage insurance ment are held by the Secretary of Housing and Urban Develop-(II) If and so long as said note of even date and this instru-Act, as amended, and applicable Regulations thereunder; or

balance due on the note computed without taking into account

of fire and other hazard insurance covering the mortgaged propthe premiums that will next become due and payable on policies (b) A sum equal to the ground rents, if any, next due, plus delinquencies or prepayments;

special assessments; and Mortgagee in trust to pay said ground rents, premiums, taxes and and assessments will become delinquent, such sums to be held by month prior to the date when such ground tents, premiums, taxes therefor divided by the number of months to elapse before one erty (all as estimated by the Mortgagee) less all sums already paid erty, plus taxes and assessments next due on the mortgaged prop-

NIEMC LOAN # 20-00846-05

ADDENDUM TO FHA MORTGAGE/DEED OF TRUST

THE MORTGAGEE SHALL, WITH THE PRIOR APPROVAL OF THE FEDERAL HOUSING COMMISSIONER, OR HIS DESIGNEE, DECLARE ALL SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE IF ALL OR A PART OF THE PROPERTY IS SOLD OR OTHERWISE TRANSFERED (OTHER THAN A DEVISE, DESCENT OF OPERATION OF LAW) BY MORTGAGOR, PURSUANT TO A CONTRACT OF SALE EXECUTED NOT LATER THAN 24 MONTHS AFTER THE DATE OF . EXECUTION OF THIS MORTGAGE/DEED OF TRUST OR NOT LATER THAN 24 MONTHS AFTER THE DATE OF A PRIOR TRANSFER OF THE PROPERTY SUBJECT TO THIS MORTGAGE/DEED OF TRUST, TO A PURCHASER WHOSE CREDIT HAS NOT BEEN APPROVED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMMISSIONER.

DATE February 27, 1987	
Dame S. B.	w.G
(BORROWER) Frank T. Brod	
(BORROWER) Debra D. Brod	3,2000
(BORROWER) Debra D. Brod	T _C
(BORROWER)	04/2*
(BORROWER)	

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RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

THIS RIDER ATTACHED TO AND MADE PART OF THE MORTGAGE BETWEEN Frank T. Brod & Debra D. Brod, Husband and Wife , MORTGAGOR AND February 27, 1987 NATIONAL HERITAGE MORTGAGE CORPORATION, MORTGAGEE, DATED REVISED SAID MORTGAGE AS FOLLOWS:

ı. PAGE 2, THE SECOND COVENANT OF THE MORTGAGE IS AMENDED TO READ:

> THAT TOGETHER WITH, AND IN ADDITION TO, THE MONTHLY PAYMENTS OF PRINCIPAL AND INTEREST PAYABLE UNDER TERMS OF THE NOTE SECURED HEREBY, THE MORTGAGOR WILL PAY TO THE MORTGAGEE, ON THE FIRST DAY OF EACH MONTH UNTIL THE SAID NOTE IS FULLY PAID, THE FOLLOWING SUMS:

- A SUM EQUAL TO THE GROUND RENTS, IF ANY NEXT DUE, PLUS THE PREMIUMS THAT WILL NEXT BECOME DUE AND PAYABLE ON POLICIES OF FIRE AND OTHER HAZARD INSURANCE COVERING THE MORTGAGED PROTERTY, PLUS TAXES AND ASSESSMENTS NEXT DUE ON THE MORTGAGED PROPERTY (ALL AS ESTIMATED BY THE MORTGAGEE) LESS ALL SUMS ALREADY LAID THEREFOR DEVIDED BY THE NUMBER OF MONTHS TO ELAPSE BEFORE ONE MONTH PRIOR TO THE DATE WHEN SUCH GROUND RENTS, PREMIUMS, TAXES AND ASSESSMENTS WILL BECOME DELINQUENT, SUCH SUMS TO JE HELD BY THE MORTGAGEE IN TRUST TO PAY SAID GROUND RENTS, PREMIUMS, TAXES AND SPECIAL ASSESSMENTS; AND
- ALL PAYMENTS MENTIONED IN THE TWO PRECEDING SUBSECTIONS OR THE PARAGRAPH AND ALL PAYMENTS TO BE MADE UNDER THE NOTE SECURED HEREBY SHALL BF ADDED TOGETHER AND THE AGGREGATE AMOUNT THEREOF SHALL BE PAID DI THE MORTGAGOR EACH MONTH IN A SINGLE PAYMENT TO BE APPLIED BY THE MORTGAGEE TO THE FOLLOWING ITEMS IN THE ORDER SET FORTH:
- GROUND RENTS, IF ANY, TAXES, SPECIAL ASSESSMENTS, FIRE AND OTHER HAZARD INSURVICE PREMIUMS;
- (II)INTEREST ON THE NOTE SECURED HEREBY, AND
- AMORTIZATION OF PRINCIPAL OF THE SAID NOTE.

ANY DEFICIENCY IN THE AMOUNT OF ANY SUCH AGGREGATE MONTHLY PAYMENT SHALL, UNLESS MADE GOOD BY THE MORIGAGOR PRIOR TO THE DUE DATE OF THE NEXT SUCH PAYMENT, CONSTITUTE AN EVENT OF DEFAULT UNDER THIS MORTGAGE. THE MORTGAGEE MAY COLLECT (" LATE CHARGE" NOT TO EXCEED FOUR CENTS (4c) FOR EACH DOLLAR (21.) FOR EACH PAYMENT MORE THAN FIFTEEN (15) DAYS IN ARREARS, TO COVER THE EXTRA EXPENSE INVOLVED IN HANDLING DELINQUENT PACIENTS.

IF THE TOTAL OF THE PAYMENTS MADE BY THE MORTGAGOR ENDLY SBUSECTION (A) OF THE PRECEDING PARAGRAPH SHALL EXCEED THE AMOUNT OF THE PAYMENTS ACTUALLY MADE BY THE MORTGAGEE FOR GROUND RENTS, TAXES AND ASSESSMENTS, OR INSURANCE PREMIUMS, AS THE CASE MAY BE EXCESS, IF THE LOAN IS CURRENT, AT THE OPTION OF THE MORTGATOR SHALL BE CREDITED ON SUBSEQUENT PAYMENTS TO BE MADE BY THE MORTGAGOR OR REFUNDED TO THE MORTGAGOR. IF HOWEVER, THE MONTHLY PAYMENTS MADE BY THE MORTGAGOR UNDER SUBSECTION (A) OF THE PRECEDING PARAGRAPH SHALL NOT BE SUFFICIENT TO PAY THE GROUND RENTS, TAXES, AND ASSESSMENTS, OR INSURANCE PREMIUMS, AS THE CASE MAYBE, WHEN THE SAME SKALL BECOME DUE AND PAYABLE, THEN THE MORTGAGOR SHALL PAY TO THE MORTGAGEE ANY AMOUNT NECESSARY TO MAKE UP THE DEFICIENCY, ON GR BEFORE THE DATE WHEN PAYMENTS FOR SUCH GROUND RENTS, TAXES, ASSESSMENTS, OR INSURANCE PERMIUMS SHALL BE DUE. IF AT ANY TIME THE MORTGAGOR SHALL TENDER THE MORTGAGEE, IN ACCORDANCE WITH THE PROVISION OF THE NOTE SECURFD HEREBY, FULL PAYMENT OF THE ENTIRE INDEBTEDNESS REPENTED THEREBY, THE MORTGAGEE SHALL, IN COMPUTING THE AMOUNT OF SUCH INDEBTEDNESS, CREDIT TO THE ACCOUNT OF THE MORTGAGOR ANY BALANCE REMAINING IN THE FUNDS ACCUMULATED

Proberty of Cook County Clark's Office

UNDER THE PROVISIONS OF SUBSECTION (A) OF THE PRECEDING PARAGRAPH, IF THERE SHALL BE A DEFAULT UNDER ANY OF THE PROVISIONS OF THIS MORTGAGE RESULTING IN A PUBLIC SALE OF THE PREMISES COVERED HEREBY, OR OF THE MORTGAGEE ACQUIRES THE PROPERTY OTHERWISE AFTER DEFAULT, THE MORTGAGEE SHALL APPLY, AT THE TIME OF THE COMMENCEMENT OF SUCH PROCEEDINGS OR AT THE TIME THE PROPERTY IS OTHERWISE ACQUIRED, THE BALANCE THEN REMAINING IN THE FUNDS ACCUMULATED UNDER SUBSECTION (A) OF THE PRECEDING PARAGRAPH AS A CREDIT AGAINST THE AMOUNT OF PRINCIPAL THEN REMAINING UNPAID UNDER SAID NOTE.

2. PAGE 2, THE PENULTIMATE PARAGRAPH IS AMENDED TO ADD THE FOLLOWING: SENTENCE:

> THIS OPTION MAY NOT BE EXERCISED BY THE MORTGAGEE WHEN THE INELIGIBILITY FOR INSURANCE UNDER THE NATIONAL HOUSING ACT IS DUE TO THE MORTGAGEE; S FAILURE TO REMIT THE MORTGAGE INSURANCE PREMIUM TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

DATE: AS THE DATE OF THE MORTGAGE REFFERED TO HEREIN.

MORTGAGOR

Frank T.

MORTGAGOR

Debra D. Brod

-87-1153050 AS OFFICE

. T#0003 TRAH 1827 93/03/87 12:28:00 #5098 # C *-87-115809 COOK COUNTY RECORDER

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