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This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

MORTGAGE

Hicks 1/11
C-20721
First American Title Order #

THIS INDENTURE, Made this 19TH day of FEBRUARY, 1988 between WILLIAM RICHARD RAXON, A SINGLE MAN Mortgagor, and LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS, a corporation organized and existing under the laws of Texas, Mortgagee.

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 FIFTY THREE THOUSAND NINE HUNDRED TWENTY ONE AND 00/100 Dollars (\$ 53,921.00) payable with interest at the rate of ELEVEN AND 00000/100000 percentum (11.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Austin, Travis County, Texas, or at such other place as the holder may designate in writing, and delivered: the said principal and interest being payable in monthly installments of FIVE HUNDRED TWENTY EIGHT AND 49/100 Dollars (\$ 528.49) on the first day of APRIL, 1988 and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of MARCH, 2013.

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of 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 27 IN BLOCK 6 IN SECTION 2 OF COUNTRY CLUB ADDITION TO KIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE SUBDIVISION IN THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 100 RODS) IN THE WEST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 100 RODS) AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

88082336

P.I.N.#: 2-32-108-019 VOL: 070

DEPT-91 RECORDING \$14.25
TH#1111 TRAN 3173 02/25/88 11:57:00
#515 # A #-88-082336
COOK COUNTY RECORDER

88082336

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TOGETHER with all and singular the tenements, hereditaments and appurtenances therunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, 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 estate, 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 insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

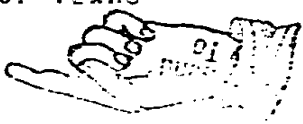
PLEASE MAIL TO:

THIS INSTRUMENT PREPARED BY: DAVID CARVER

BFB

LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS
700 LAVACA STREET
AUSTIN, TX 78701

STATE OF ILLINOIS
HUD ONE-TIME



14/25

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AND IN THE EVENT THAT THE WHOLE OF SAID DEBT IS DECLARED TO BE DUE, THE MORTGAGEE SHALL HAVE THE RIGHT IMMEDIATELY TO FORECLOSE 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 AT THE TIME OF SUCH FORECLOSURE, MAKE SUCH ORDER AS TO THE SALE OF SAID PROPERTY AS IT MAY THINK FIT.

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.

THE MORTGAGOR FURTHER AGREES THAT SHOULD THIS MORTGAGE AND THE NOTE SECURED HEREBY NOT BE ELIGIBLE FOR INSURANCE UNDER THE NATIONAL HOUSING ACT WITHIN THIRTY (30) DAYS FROM THE DATE HEREOF (WRITTEN STATEMENT OF OFFICER OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AUTHORIZED AGENT OF THIS MORTGAGE, DECLINING TO INSURE SAID MORTGAGE, BEING DEEMED CONCLUSIVE PROOF OF SUCH INELIGIBILITY), THE MORTGAGEE OR THE HOLDER OF THE NOTE MAY, AT HIS OPTION, DECLARE ALL SUMS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE. 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.

THAT IF THE PREMISES, OR ANY PART THEREOF, BE CONDEMNATED 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 IT ON ACCOUNT OF THE INDEBTEDNESS SECURED HEREBY, WHETHER DUE OR NOT.

THAT HE WILL KEEP THE IMPROVEMENTS NOW EXISTING OR HEREAFTER MADE ON THE MORTGAGED PROPERTY, INSURED AS MAY BE REQUIRED FROM TIME TO TIME BY THE MORTGAGEE AGAINST LOSS OF FIRE AND OTHER HAZARDS, CASUALTIES AND CONTINGENCIES IN SUCH AMOUNTS AND FOR SUCH PERIODS AS MAY BE REQUIRED BY THE MORTGAGEE AND WILL PAY PROMPTLY, WHEN DUE, ANY PREMIUMS ON SUCH INSURANCE PROVIDED FOR PAYMENT OF WHICH THIS HAS NOT BEEN MADE HERETOFORE. 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 HERETO LOSS PAYABLE CLAUSES IN FAVOR OF AND IN FULL ACCORDANCE WITH THE MORTGAGEE. IN EVENT OF LOSS MORTGAGOR WILL GIVE IMMEDIATE NOTICE BY MAIL TO THE MORTGAGEE, WHO MAY MAKE PROOF OF LOSS NOT MADE PROMPTLY BY MORTGAGOR, AND EACH INSURANCE COMPANY CONCERNED IS HEREBY AUTHORIZED AND DIRECTED TO MAKE LOSS PAYMENT FOR SUCH LOSS DIRECTLY TO THE MORTGAGEE INSTEAD OF TO THE MORTGAGOR AND THE MORTGAGEE PARTLY, AND THE MORTGAGEE'S INSURANCE PROCEEDS, OR ANY PART THEREOF, MAY BE APPLIED BY THE MORTGAGEE AT HIS 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 THE MORTGAGE OR OTHER TRANSFER OF TITLE TO THE MORTGAGED PROPERTY IN EXTINGUISHMENT OF THE INDEBTEDNESS SECURED HEREBY, ALL RIGHTS, TITLE AND INTEREST OF THE MORTGAGOR IN AND TO ANY INSURANCE POLICIES THEN IN FORCE SHALL PASS TO THE PURCHASER OR GRANTEE.

AND AS ADDITIONAL SECURITY FOR THE PAYMENT OF THE INDEBTEDNESS ALLEGED THE MORTGAGOR DOES HEREBY ASSIGN TO THE MORTGAGEE ALL THE RENTS, ISSUES, AND PROFITS NOW DUE OR WHICH MAY HEREAFTER BECOME DUE FOR THE USE OF THE PREMISES HERENAFOVE DESCRIBED.

IF THE TOTAL OF THE PAYMENTS MADE BY THE MORTGAGOR UNDER SUBSECTION (A) OF THE PRECEDING PARAGRAPH SHALL EXCEED THE AMOUNT OF THE PAYMENTS ACTUALLY MADE BY THE MORTGAGOR FOR GROUND RENTS, TAXES, AND ASSESSMENTS, OR INSURANCE PREMIUMS, AS THE CASE MAY BE, THEN THE MORTGAGEE SHALL PAY TO THE MORTGAGOR SUCH EXCESS, IF THE LOAN IS CURRENT, AT THE OPTION OF THE MORTGAGOR, 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 GROUND RENTS, TAXES, AND ASSESSMENTS, OR INSURANCE PREMIUMS, AS THE CASE MAY BE, WHEN THE SAME SHALL BECOME DUE BEFORE THE DATE WHEN PAYMENT OF SUCH RENTS, TAXES, ASSESSMENTS, OR INSURANCE PREMIUMS SHALL BE DUE. IF AT ANY TIME THE MORTGAGOR SHALL TENDER TO THE MORTGAGEE, IN ACCORDANCE WITH THE PROVISIONS OF THE NOTE SECURED HEREBY, THE FULL PAYMENT OF THE ENTIRE INDEBTEDNESS REPRESENTED 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 UNDER THE PROVISIONS OF SUBSECTION (A) OF THE PRECEDING PARAGRAPH. THERE SHALL BE A DEFAULT UNDER ANY OF THE PROVISIONS OF THIS MORTGAGE RESULTING IN A PUBLIC SALE OF THE PREMISES COVERED HEREBY, OR IF 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.

ANY DELINQUENCY IN THE AMOUNT OF ANY SUCH AGGREGATE MONTHLY PAYMENTS SHALL, UNLESS MADE GOOD BY THE MORTGAGOR PRIOR TO THE DUE DATE OF THE NEXT SUCH PAYMENT, CONSTITUTE AN EVENT OF DEFAULT UNDER THIS MORTGAGE. THE MORTGAGEE MAY COLLECT A "LATE CHARGE" NOT TO EXCEED FOUR CENTS (4¢) FOR EACH DOLLAR (\$1) FOR EACH PAYMENT MORE THAN FIFTEEN (15) DAYS IN ARREARS, TO COVER THE EXTRA EXPENSE INVOLVED IN HANDLING DELINQUENT PAYMENTS.

- (I) Ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (II) Interest on the note secured hereby; and
 - (III) A mortgization of the principal of the said note.
- All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the MORTGAGOR each month in a single payment to be applied by the MORTGAGEE to the following items in the order set forth:
- (a) 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 property, plus taxes and assessments next due on the mortgaged property (all as estimated by the MORTGAGEE) less all sums already paid before 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 be held by MORTGAGEE in trust to pay said ground rents, premiums, taxes and special assessments; and
 - (b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the MORTGAGOR each month in a single payment to be applied by the MORTGAGEE to the following items in the order set forth:

AND THE SAID MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

THAT PRIVILEGE IS RESERVED TO PAY THE DEBT IN WHOLE, OR IN AN AMOUNT EQUAL TO ONE OR MORE MONTHLY PAYMENTS ON THE PRINCIPAL THAT ARE NEXT DUE ON THE NOTE, ON THE FIRST DAY OF ANY MONTH PRIOR TO MATURITY; PROVIDED, HOWEVER, THAT WRITTEN NOTICE OF AN INTENTION TO EXERCISE SUCH PRIVILEGE IS GIVEN AT LEAST THIRTY (30) DAYS PRIOR TO PREPAYMENT.

THAT, TOGETHER WITH, AND IN ADDITION TO, THE MONTHLY PAYMENTS OF PRINCIPAL AND INTEREST PAYABLE UNDER THE 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:

IT IS EXPRESSLY PROVIDED, HOWEVER (ALL OTHER PROVISIONS OF THE MORTGAGE TO THE CONTRARY NOTWITHSTANDING), THAT THE MORTGAGEE SHALL NOT BE REQUIRED TO PAY, DISCHARGE, OR REMOVE ANY TAX, ASSESSMENT, OR TAX LIEN UPON OR AGAINST THE PREMISES DESCRIBED HEREIN OR ANY PART THEREOF OR THE IMPROVEMENTS SITUATED THEREON, SO LONG AS THE MORTGAGOR SHALL, IN GOOD FAITH, CONTEST THE SAME OR THE VALIDITY THEREOF BY APPROPRIATE LEGAL PROCEEDINGS BROUGHT IN A COURT OF COMPETENT JURISDICTION, WHICH SHALL OPERATE TO PREVENT THE COLLECTION OF THE TAX, ASSESSMENT, OR LIEN SO CONTESTED AND THE SALE OR FORFEITURE OF THE SAID PREMISES OR ANY PART THEREOF TO SATISFY THE SAME.

AND THE SAID MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

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DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois, on the day of

Page of

A. D. 19

Notary Public

GIVEN under my hand and Notarial Seal this

19 day of January, A. D. 1968

Christina L. Dziugala

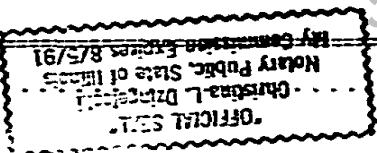
personally known to me to be the same person whose name appeared before me this day in person and acknowledged that subscribed to the foregoing instrument, signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of right of homestead.

Do hereby certify that *William Richard Rakow* is a notary public, in and for the County and State aforesaid,

CHRISTINA L. DZIUGALA

STATE OF ILLINOIS
COUNTY OF)
SS:)

93308998



WILLIAM RICHARD RAKOW

William Richard Rakow

WITNESS the hand and seal of the Notary, the day and year first written.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the female.

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.

Mortgagor shall pay said note at the time 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 thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and said abstract and extension of title; (2) all moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest at the rate set forth in the note secured hereby, from the date such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee 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 proceedings, 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 Mortgagee shall be made a party thereby 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.

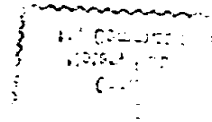
Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance as shall have been required by the Mortgagee; lease the said premises to the Mortgagee 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 heretofore described; and employ other persons and expend their such a court as are reasonably necessary to carry out the provisions of this paragraph.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court 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 as shall have been required by the Mortgagee; lease the said premises to the Mortgagee 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 heretofore described; and employ other persons and expend their such a court as are reasonably necessary to carry out the provisions of this paragraph.

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Property of Cook County Clerk's Office

65082336



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MORTGAGE RIDER

The Rider, dated the 19TH day of FEBRUARY, 19 88, amends the Mortgage of even date by and between WILLIAM RICHARD RAKOW, A SINGLE MAN

the Mortgagor, and

LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS the Mortgagee, as follows:

1. In Paragraph Number 1 the sentence which reads as follows is deleted:

"Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment."

2. Paragraph Number 1 is amended by the addition of the following:

"Privilege is reserved to pay the debt, in whole or in part, on any installment due date."

3. The following new paragraph is added to such Mortgage:

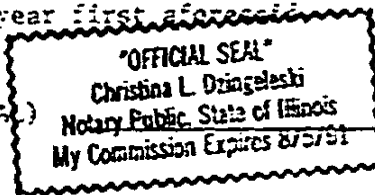
"The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner."

IN WITNESS WHEREOF, WILLIAM RICHARD RAKOW, A SINGLE MAN

has set his hand and seal the day and year first aforesaid


WILLIAM RICHARD RAKOW

(SEAL)

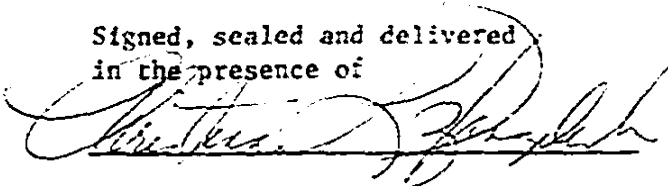


(SEAL)

(SEAL)

(SEAL)

Signed, sealed and delivered in the presence of



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Property of Cook County Clerk's Office

OFFICIAL COPY
Cook County Clerk's Office
100 North Dearborn Street
Chicago, Illinois 60610