

# UNOFFICIAL COPY

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CHMC LN # 38909-2

88015852

87632156

38909-2  
S/H/T  
9977CHASE HOME MORTGAGE CORP  
135 CHESTNUT RIDGE ROAD  
MONTVALE, NEW JERSEY

(Space Above This Line For Recording Data)

D7(b)(1)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 23  
1987 The mortgagor is ALEXANDER BRKICH AND SUSAN F. BRKICH, HUSBAND AND WIFE.

("Borrower"). This Security Instrument is given to CHASE HOME MORTGAGE CORPORATION

which is organized and existing under the laws of DELAWARE, and whose address is  
135 CHESTNUT RIDGE ROAD, MONTVALE, NEW JERSEY 07645 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED AND FOUR THOUSAND AND NO/100

Dollars (U.S. \$ 104,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2017 at 10%. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced 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;

LOT 17 IN ORLAND SQUARE VILLAGE UNIT NUMBER 7, BEING A  
SUBDIVISION OF PART OF LOT 9 IN ORLAND SQUARE VILLAGE UNIT  
2, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION  
15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS IS BEING RE-RECORDED TO CORRECT THE CHANGE DATE ON THE ADJUSTABLE RATE RIDER!

-87-632156

DEPT-Q RECORDING \$17.25  
TH4444 TRM 1111 11/27/87 11:23:00  
#4586 # D \*-87-632156  
COOK COUNTY RECORDER

This mortgage is again being rerecorded to include the last payment date on the front page of this mortgage.

PIQ: 27-15-200-015 X TP  
which has the address of 15218 S. WINDSOR DRIVE  
[Street]

ORLAND PARK  
[City]

Illinois 60462  
[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereinafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right 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 encumbrances 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.

# UNOFFICIAL COPY

Notary Public  
Karen Vithe  
Karen Vithe  
Notary Public, State of Illinois  
My Commission Expires Feb. 4, 1991  
OFFICIAL SEAL

My Commission expires:

Given under my hand and official seal, this 23rd, day of November, 1987

set forth.

signed and delivered the said instrument as **THEIR**  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
personally known to me to be the same person(s) whose name(s) are

do hereby certify that **ALEXANDER BRKICH AND SUSAN F. BRKICH HIS WIFE**  
, a Notary Public in and to said county and state,

I, THE UNDERSIGNED

STATE OF ILLINOIS,

COOK  
County ss;

[Space below this line for Acknowledgment]

DEC 14  
17.25. KB

Boorrower  
(Seal)

Boorrower  
(Seal)

Boorrower  
(Seal)

Boorrower  
(Seal)

88-015852

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

Other(s) [Specify]  Graduated Payment Rider

Condominium Rider  Planned Unit Development Rider

Adjustable Rate Rider  2-4 Family Rider

Instrument that contains all agreements of each Security Instrument as if the rider(s) were a part of this Security  
23. Rider to this Security Instrument, if one or more riders are executed by Borrower and recorded together with  
this Security Instrument, the agreements of each Security Instrument as if the rider(s) were a part of this Security  
Instrument that contains all agreements of each Security Instrument as if the rider(s) were a part of this Security  
Instrument. Lender shall release this Security Instrument, Lender shall record this Security  
Instrument that contains all agreements of each Security Instrument as if the rider(s) were a part of this Security  
Instrument.

22. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property.  
Instrument without charge to Borrower. Upon payment of all sums secured by this Security Instrument costs.  
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
Instrument including those past due. Any rents collected by Lender or the receiver's fees, premium  
costs of management of the Property and collection of rents, including, but not limited to, the sum paid by the receiver's fees, premium  
apportioned receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of  
the Property including those past due. Any rents collected by Lender or the receiver's fees, premium  
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judge) shall  
prior to the expiration of any period of redemption following Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time  
but not limited to, reasonable attorney fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph,  
this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding,  
before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by  
excessive or default or any other default of Borrower to accelerate. If the default is not cured on or  
before the date specified in the notice, Lender to accelerate after the date specified in the notice may result in the foreclosure proceeding the non-  
inform Borrower of the right to reinstate after acceleration and the sale of the Property. The notice shall further  
secured by this Security Instrument, foreclosure proceeding in the date specified in the notice may result in the acceleration of the sums  
and (d) that failure to give notice to Borrower before the date specified in the notice may result in the acceleration of the sums  
deemed to be excessive or default or any other default of Borrower to reinstate after the date specified in the notice is given to Borrower, by which the defaulter must be cured the  
unless applicable law provides otherwise. The notice shall specify: (a) the defaulter; (b) the action required to cure the  
breach of any covenant or agreement to Borrower prior to acceleration under paragraphs 13 and 17  
19. Acceleration. Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's  
non-uniform covenants. Borrower and Lender further covenant and agree as follows:

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, 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 shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower 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 created by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this 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. **Hazard 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 for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

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 paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise 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 not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from 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 sums 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 application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is required by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained 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 to enforce laws or regulations), then 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 lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' 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. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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THIS ADJUSTABLE/CONVERTIBLE RATE RIDER is made this 23RD day of NOVEMBER, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable/Convertible Rate Note (The "Note") to CHASE HOME MORTGAGE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

15218 S. WINDSOR DRIVE, ORLAND PARK, ILLINOIS 60462  
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY. ON THE DATE(S) SPECIFIED BELOW, I MAY CONVERT THE ADJUSTABLE RATE LOAN INTO A FIXED RATE, LEVEL PAYMENT, FULLY AMORTIZING LOAN.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.250 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES;

(A) Change Dates  
The interest rate I will pay may change on the first day of JANUARY 19 X8X8 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index  
Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one (1) year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date forty-five (45) days before each Change Date is called the "Current Index." I understand that when the interest rate set forth in Section A above was established, the Index was 6.87 %.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes  
Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.50 percentage points (.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4 (D) below this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits of Interest Rate Changes  
The interest rate I am required to pay at the first Change Date will not be greater than 10.25 % or less than 6.25 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2%) from the rate of interest I have been paying for the preceding twelve (12) months.

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7/20/87  
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If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (a) I must give the Note Holder notice that I am doing so at least fifteen (15) days before the Note Conversion Date; (b) on the Conversion Date, I am not in default under the Note or this instrument; (c) by the Conversion Date, I must pay the Note Holder a conversion fee equal to one percent (1%) of the unpaid principal balance of the loan that is owing on the date of the conversion fee; and (d) I must sign and give the Note Holder notice that I am exercising the conversion option.

The conversion can only take place on the first interest payment date and on the fifth interest rate day of each month thereafter until included in the conversion rate. The conversion can convert the first interest rate change date under Section 2 and 4 of the Note an adjustable rate to a fixed rate.

I have a "Conversion Option" which I can exercise if I satisfy the conditions described in this Section 5(A) and I am not in default. The conversion option is my option to convert the interest rate I am required to pay under Section 5(A) and I am also provided the option to convert the interest rate to a fixed rate.

(A) Option to Convert Fixed Rate

## B. FIXED INTEREST RATE OPTION

The Note also provides the Borrower an option to convert the adjustable rate loan into a fixed interest rate loan as follows:

The first five notices will also remind me of my option to convert to a fixed rate on the first day of any month through including the fifth change date. If I do not convert to a fixed interest rate on a change date, I may call the lender fifteen (15) or more days before the first day of any month to convert as long as the conversion date is the first day of a month between the first and fifth change dates. The information specified in clauses (i), (ii), and (iii) above will be given to me at that time.

(i) Interest and by which I must execute and deliver to Note Holder all documents that I am giving the Note Holder requirements to effect the notice date, not more than fifteen (15) days from the date the note is given by which I must convert the note to a fixed interest rate loan; the amount of my new monthly payment at the fixed rate of interest; and the fixed interest rate I will pay if I choose to convert my loan to a fixed interest rate loan.

(ii) Notice of changes in Section 5 of the Note the notes regarding the note. If I may convert my loan as provided in Section 5 of the Note the notes including the following information which will be applicable to a conversion on the change date: my new interest rate, my new monthly payment on each change date, my new telephone number required by law to be given of any change, the title and also the title include information required by law to be given of any change. The notice will include information regarding the note, if I may convert my loan who will answer any questions I may have regarding the note. If I may convert my loan as provided in Section 5 of the Note the notes including the following information which will be applicable to a conversion on the change date: my new interest rate, my new monthly payment on each change date, my new telephone number required by law to be given of any change, the title and also the title include information regarding the note, if I may convert my loan who will answer any questions I may have regarding the note.

(F) Notice of Changes

(E) Effective Date of Changes

My new interest rate will become effective on each change date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the change date until the amount of my new monthly payment begins again.

There is a limit of six percentage points (6%) on the amount by which the interest rate may increase or decrease from the initial interest rate over the entire term of the loan. If a change in the current index would otherwise cause the new interest rate to exceed the two percentage point (2%) or six percentage point (6%) rate adjustment limitations, the unused portion of such increase or decrease will not be carried forward and applied to changes in future years. My interest rate will never be greater than 14.25%.

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JIAM 00-8907 23-8 P-3

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7/20/87  
Product Development

[Sign original only]  
-Borrower  
(Seal)

-Borrower  
ALEXANDER BRKICH  
SUSAN F. RIKKITH  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable/Convertible Rate Rider.

Upon Borrower's delivery of the executed modification to the Note Section A above shall cease to be effective.

## ARTICLE 95

### D. EFFECTIVENESS OF PROVISIONS

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferor to sign an assumption agreement that is acceptable to Lender and obligates him to the Note and in this security instrument. Borrower continues to be obligated under the Note and in this security instrument to pay all sums secured by this security interest and promises to Lender and Lender releases Borrower from writing.

In this period, Lender may invoke any remedies permitted by this Security instrument. If Borrower fails to pay these sums prior to the expiration of or mailed within which Borrower must pay all sums secured by this security instrument, the note less than thirty (30) days from the date the notice is delivered period of notice Borrower must pay all sums from the date the notice shall provide Lender shall give Borrower notice of acceleration. The note shall provide Lender releasees Borrower in full, if Lender exercises the option to prepay the instrument in full.

Instrument without further notice or demand on Borrower.

If Lender exercises a right under this Note to prepay the instrument in full, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferor to sign an assumption agreement that is acceptable to Lender and obligates him to the Note and in this security instrument. Borrower continues to be obligated under the Note and in this security instrument. Borrower promises to Lender to pay all sums secured by this security interest and promises to Lender and Lender releases Borrower from writing.

Not be impaired by the loan assumption and that the risk of a breach of any transferee; and (b) Lender reasonably determines that Lender's security will not be transferred to a new loan where being made to the evauluate the intended transfer as if a fixed interest rate if: (a) Borrower causes to be submitted to Lender information required by Lender or transferor occurring prior to a conversion in connection with any sale or Lender also signs a general law as of the date of this security instrument. Lender prohibited by federal law as of the date of this security instrument. However, this option shall not be exercised by Lender if exercise instrument, requiring immediate payment in full of all sums secured by this security interest. Lender may, at its discretion, sell or transfer its interest in Borrower's prior written consent, Lender may, if not a natural person) without Lender's prior written consent, Lender may, if not a beneficiary part of the property or an interest in it is sold or transferred (or if a beneficiary part of the principal interest in Borrower. If all or transferred of the principal interest in Note interest is amended to read as follows:

Under form pursuant 17 of the Security Instrument is amended to read as follows:

### C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

If I choose to exercise the Note Holder will determine the amount of the monthly payment that would be sufficient to pay the unpaid principal I am expected to owe on the conversion Date in full on the date my new interest rate is sold or transferred and Borrower is not a beneficiary part of the property or an interest in it is sold or transferred (or if a beneficiary part of the principal interest in Note interest is amended to read as follows:

(C) DETERMINATION OF NEW PAYMENT AMOUNT  
If I choose to exercise the Note Holder will determine the amount of the monthly payment that would be sufficient to pay the unpaid principal I am expected to owe on the conversion Date in full on the date my new interest rate is sold or transferred and Borrower is not a beneficiary part of the property or an interest in it is sold or transferred (or if a beneficiary part of the principal interest in Note interest is amended to read as follows:

the result of this calculation will be the new amount of my monthly payment.

The result of this calculation will be the new amount of my monthly payment.

beginning with my first monthly payment after the conversion Date, I will pay the new amount as my monthly payment until the maturity date.

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**\$18.00 MAIL**

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T#4444 TRAN 1485 03/31/88 10:58:00  
#0866 # P \*-88-132295

COOK COUNTY RECORDER

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-88-132295

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