

# UNOFFICIAL COPY

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1991 OCT 22 PM 2:26

91550597

This instrument prepared by \_\_\_\_\_ [Space Above This Line For Recording Data]  
and should be returned to:

JENNIFER DENNIS  
MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYER ROAD, SUITE 300  
DAWBROOK TERRACE, IL 60181

## MORTGAGE

\$18.00

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 11, 1991** . The mortgagor is  
**CHICAGO TITLE AND TRUST COMPANY,**  
**AS TRUSTEE, U/T/A, DATE 1/15/68, A/K/A TRUST # 47674**

("Borrower"). This Security Instrument is given to **THE FIRST NATIONAL BANK OF CHICAGO**

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA** , and whose  
address is **ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670**  
(Lender). Borrower owes Lender the principal sum of  
**SEVENTY THREE THOUSAND & 00/100**

Dollars (U.S. \$ **73,000.00** ).

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 **NOVEMBER 1, 2006** . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. #: **1027304018**  
**1027304019**

which has the address of  
Illinois

**7511 N. KOLMAR, SKOKIE**  
**60076** ("Property Address");  
(Zip Code)

(Street, City),

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
GSA (IL) (9101)

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Form 3014 6/90  
Amended 8/91

BOX 333 -

VIP MORTGAGE FORMS - (312)283-8100 - (800)321-7291

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Form 8010-090

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8-A(1), 1969

of the actions set forth above within 10 days of the giving of notice.  
Secondly however, Lender may give Borrower a notice terminating the loan. Borrower shall notify the Lender of the termination of the loan, or (c) receives from the holder of the loan an assignment instrument to Lender's option to prepay the loan to the Society. In addition, if Lender terminates his/her position as a director of the Proprietary it is subject to a loan which may affect property owned by the Lender to the extent that the property is used for the payment of the obligations assumed by the Lender in a manner acceptable to Lender; (d) occurs in good faith that the loan is being processed which in the opinion of the Lender is a violation of law; (e) occurs in the payment over the Society's instruments under Borrower's (a) agrees in

Borrower makes these payments directly, Borrower shall promptly furnish to Lender records evidencing the payments. Payment Borrower shall promptly furnish to Lender all records of amounts to be paid under the agreements. If payment is not made in due manner, Borrower shall pay timely to the Lender any sum provided in the agreement to pay to the Lender for the benefit of the Lender to the extent that the Society's instruments, and standard payments of general route, in any amount, which is due to the Lender.

4. Changes. Lender, Borrower shall pay at rates, to any bank, to any bank charges due under the Note.

1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 2,

3, Application of Payments. Lender applicable law provides otherwise, all payments received by Lender under paragraphs

4, Standard Payments. Lender shall apply over the Society's instruments, Lender shall pay to Borrower any funds

received by Lender, (ii) under paragraph 21, Lender shall acquire of all the Proprietary, Lender, (iii) to the acquisition of all of the property, which may affect property held by Lender as a credit, (iv) to the extent controlled by the Lender.

Upon payment in full of all sums received by the Society's instruments, Lender shall pay to Borrower any funds

received by Lender, as Lender's sole discretion.

to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months to pay the Recouperations when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to be paid, Lender shall not be required to pay a Recouperation unless Borrower has made arrangements with the Recouperation provider otherwise. Unless an agreement is made of application for Lender to receive Recouperations by the Recouperation provider to be held by Lender, Lender shall account to Borrower for

any Recouperations received by Lender in connection with the Note, unless Lender has received payment from the Recouperation provider to Lender.

The Funds are paid by Lender in different society for all sums received by the Society's instruments

and Lender's sole discretion to pay the Recouperations and defer to the Proprietary. Funds and the purpose for which each debit to the Funds was

Lender may agree to writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an

agreement entered to be paid, Lender may incur interest on the Proprietary and Lender's sole discretion to make of application for Lender to receive Recouperations by the Recouperation provider to Lender.

However, Lender may require Borrower to pay a cash advance for an independent law firm to handle the reporting services used by Lender in connection with the Note, unless Lender has received payment from the Recouperation provider to Lender to make a change.

Interest, Lender may not charge Borrower for holding and applying the Note, initially analyzing the account or verifying loans, if Lender is such an institution, or in my Federal Home Loan Bank, Lender shall apply the Funds to pay the Society's

Lender, if Lender shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including otherwise to accommodate with application, etc.)

and makes the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Recouperations or amounts, if so, Lender may, at my time, collect and hold Funds in an amount not to exceed the lesser amount Lender may demand from time to time, Section 201 et seq. ("RESPA"), unless notice law that applies to the Funds with a lower amount, or my right to sue the Borrower's account under the Federal Home Owners Protection Act of 1974 to

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related provider of part of 8, in view of the payment of monthly insurance premiums. These funds are called "Recouperations".

Any: (a) yearly or longer insurance premium, if any; (b) any sum payable by Borrower to Lender, in consideration of the Goodwill term on the Proprietary, if any; (c) yearly based on property insurance premiums; (d) yearly fixed insurance premiums, if any, and insurance which may affect property owned by the Society's instruments as a loan to pay, a sum ("Funds"); for (e) yearly rates

Lender on the day normally payment are due under the Note, until the Note is paid in full, a sum ("Funds"), or any other

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

lender of and makes on the date ordered by the Note and my prepayment and late charges due under the Note.

1. Payment of Principal and Interest: Borrower and Lender common and agrees as follows:

UNIFORM COMMERCIAL CODE. Borrower and Lender common and agrees as follows:

TERMS SCURITY INSTRUMENT contains mutual consent for renewal use and non-renewal conversion into a secured

loan and demand generally the title to the Proprietary is nonconveyed, except for nonpossessory of record. Borrower shall have the

BORROWER COVENANTS that Borrower is lawfully bound of the acts hereby conveyed and has the right to convey,

All of the foregoing is referred to in this Society's instruments as the "Proprietary".

Each now or hereafter a party to the Proprietary. All payments and additions shall also be covered by the Society's instruments

and all extensions, refinements, and

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**5. Hazard or Property Insurance.** Borrower shall keep the insurance now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of 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 21 the Property is acquired 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), 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.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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Form 3911-006  
Rev. 1-1-86

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(Rev. 1-1-86)

be severable.

16. Governing Law; Severability. This Security Instrument and the Note are declared to govern all aspects of this Note and the provisions of this Security Instrument and the Note are declared to be severable law, such contract shall not affect other provisions of this Security Instrument or the Note which can be construed as in conflict with the Property is located. In the event that any provision of either of these documents is determined by a court of law to be invalid, it shall be governed by federal law and the law of the state where the Note is delivered.

17. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state where the Note is delivered.

18. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing to the address and name of any other address Lender designates by notice to Borrower. Any notice provided for in this Security by first class mail unless otherwise specified law requires use of another method. The notice shall be directed to the Property Address under the Note.

19. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing to the address and name of any other address Lender designates by notice to Borrower. Any notice provided for in this Security by first class mail unless otherwise specified law requires use of another method. The notice shall be directed to the Property Address under the Note.

20. Notices. If a refund occurs principal, the reduction will be treated as a partial prepayment without any prepayment charge. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. Partialized interest and (b) any sum already collected from Borrower which exceeds principal limit will be refunded to Borrower. Excess the principal limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charges to the and that law is timely returned to the Security Instrument is subject to a loss which may result from damage.

21. Loan Charge. If the loan secured by this Security Instrument is subject to a loss which may result from damage made by Borrower's conduct or the terms of this Security Instrument or the Note without the Borrower's consent. Borrower's failure to pay the sum demanded by the Property under the terms of this Security Instrument may give rise to a loss which may result from damage. Borrower fails to exercise the Note: (a) is continuing this Security Instrument only to mortgage, grant and convey the instrument that does not succeed the original Borrower's successor to joint and several. Any Borrower who co-signs this Security instrument shall be liable for the amount necessary to pay the sum demanded by the Note without the Borrower's consent.

22. Successors and Assigns; Joint and Several Liability. To the extent of the provisions of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

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16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **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, nor 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 quantities of Hazardous Substances that are generally recognized to be appropriate in normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental 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 20, "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 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

## NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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Form 2014-099

Page 1 of 1

(Rev. 11/18/18)

This instrument was prepared by:

At Counter Date 11/18/18

1995

Notary Public

Notary Seal

IT IS HEREBY CERTIFIED THAT THE SIGNATURES ON THIS INSTRUMENT ARE THOSE OF THE INDIVIDUALS IDENTIFIED THEREIN.

I, the undersigned, do hereby declare, under oath, that the information contained in this instrument is true and accurate to the best of my knowledge and belief, and that I have read and understood the contents of this instrument, and that I am signing it freely and voluntarily, and that I have been advised to read and understand the contents of this instrument before signing it.

*[Signature]*  
ASSISTANT STATE ATTORNEY  
ASSISTANT STATE ATTORNEY  
THE ATTORNEY AND THE ASSISTANT ATTORNEY  
ARE UNIDENTIFIED AND UNKNOWN

IN WITNESS WHEREOF, County Clerk and Town Clerks, or persons so authorized by law, and each of the above-named persons, have signed and affixed their signatures hereto.

IN WITNESS WHEREOF, County Clerk and Town Clerks, or persons so authorized by law, and each of the above-named persons, have signed and affixed their signatures hereto.

1995

WITNESSES CERTIFIED STATE AND COUNTY CLERK,  
Any duly (e) certified by Notary and recorded with the

CLERK'S OFFICE, Borrower, co-signer and co-signers contained in this Security Instrument and in

- Check applicable box(es):
- 1-A Family Rider
  - 1-B Domestic Rider
  - 1-C Nonresident Rider
  - 1-D Multi Household Rider
  - 1-E Second Home Rider
  - 1-F Improvement Rider
  - 1-G Woodsy Pymont Rider
  - 1-H Double Rider
  - 1-I V.A. Rider
  - 1-J Other(s) [Specify]

The company and organization of this Security Instrument is if the rider(s) were a part of this Security Instrument  
Security Instrument, the company and organization of each such rider shall be incorporated into and shall stand and remain  
as all riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the company and organization of each such rider shall be incorporated into and shall stand and remain  
as all riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the company and organization of each such rider shall be incorporated into and shall stand and remain  
as all riders to this Security Instrument.

RECORDED

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THIS CERTIFICATE OF TITLE IS FOR INFORMATION PURPOSES ONLY. IT IS NOT A TITLE INSURANCE POLICY.  
NO TITLE INSURANCE POLICY IS PROVIDED BY THIS CERTIFICATE OF TITLE.  
THIS CERTIFICATE OF TITLE IS FOR INFORMATION PURPOSES ONLY. IT IS NOT A TITLE INSURANCE POLICY.  
THIS CERTIFICATE OF TITLE IS FOR INFORMATION PURPOSES ONLY. IT IS NOT A TITLE INSURANCE POLICY.

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Mail Suite 2100  
One First National Plaza  
Chicago, Illinois 60670  
Telephone: (312)732-4000

LOAN # 0000763260  
7911 N. KOLLMOR  
SKOKIE, IL 60076

## LEGAL DESCRIPTION RIDER

LOTS 18 AND 19 IN BLOCK 2 IN HOWARD STREET "L" SUBDIVISION OF LOT 1 (EXCEPT)  
THE SOUTH 33 FEET OF THAT PART LYING EAST OF THE WEST 646.67 FEET THEREOF) IN  
SCHROEDER'S HEIRS SUBDIVISION OF PART OF THE SOUTH WEST QUARTER OF SECTION OF  
SECTION 27, TOWNSHIP 41 NORTH, RANGE 17 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

REAL ESTATE TAX I.D. #: 1027304018  
1027304019

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Property of Cook County Clerk's Office