

UNOFFICIAL COPY

MAIL TO:
NORWEST MORTGAGE, INC.
CUSTOMER SERVICE/LOAN DOCUMENTATION
1200 MIDWEST PLAZA EAST
800 MARQUETTE AVENUE SOUTH
MINNEAPOLIS, MN 55402

91663936 9 1 6 6 3 9 3 6

COOK COUNTY, ILLINOIS
RECEIVED
FEB 1 1992

1991 DEC 18 AM 11:16

BOX 333

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----- [Space Above This Line For Recording Data] -----

MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on DECEMBER 16, 1991. The mortgagor is
MANISHA HARISINGH MASKAY AND RAJAN L. HARISINGH MASKAY, WIFE AND
HUSBAND

("Borrower"). This Security Instrument is given to NORWEST MORTGAGE, INC.,

which is organized and existing under the laws of THE STATE OF MINNESOTA , and whose
address is P.O. BOX 5137, DES MOINES, IA 503065137

(Lender). Borrower owes Lender the principal sum of
TWO HUNDRED SEVENTY NINE THOUSAND AND 00/100

Dollars (U.S. \$****279,000.00).

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 FEBRUARY 01, 2022. 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:

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(*SEE ATTACHED LEGAL DESCRIPTION*)

TAX STATEMENTS SHOULD BE SENT TO:

NORWEST MORTGAGE INC., P.O. BOX 5137, DES MOINES, IA 503065137

which has the address of 11270 W. CORNELIA LANE CHICAGO

Illinois 60657

(Street, City).

(Zip Code)

("Property Address");

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Form 3014 9/90

OFFICIAL
Deborah Kerr Harris
Notary Public, State of Illinois
P.O. Box 4004, Country
Ly Commission #107/9

THIS INSTRUMENT WAS PREPARED BY:
NDRWEST MORTGAGE, INC.
1100 E. 3000 E. BLDG 8000
SUITE 101, 109

My Commission Express:

Given under my hand and official seal, this 16TH day of DECEMBER 1991
Signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
, personally known to me to be the same person(s) whose name(s)

I, MANISHA HARRISINGH MASKAY AND RAJAN L, HARRISINGH MASKAY, WIFE AND
HUSBAND, of the above address, do hereby certify that
I, Notary Public in and for said county and state do hereby certify

County 55:

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HUSBAND

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-CORPORATE

Social Security Number

•THORROWER

•BIBLIOGRAPHY

Social Security Number 243-58-3867

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Handwritten signature **Mark Harsinich**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and

<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Conditional Premium Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Ride Impovement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> Affordable Rate Rider	<input type="checkbox"/> Grandparent Pyramid Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [Specify]	<input type="checkbox"/>	<input type="checkbox"/>

24. Relying on this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the co-signants and agreeements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument, as if the rider(s) were a part of this Security Instrument. ILC6

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all personal appurtenances, and fixtures now or hereafter 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.

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 household 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 secured 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 (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.

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²⁵万余户的富庶世家，坐拥数万奴婢，其家产比之于王侯公卿也毫不逊色。

22. Releasee, 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.

21. Acceptable loans: Remedies. Lender shall have notice to borrower prior to acceleration following a borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under any circumstances) if unless applicable law provides otherwise). The notice shall specify: (a) the date the default began; (b) the nature and extent of the default; and (c) the failure to cure the default on or before the date specified in the notice may result in the non-delivery of the sum(s) due at date, not less than days from the date the notice is given to borrower, by written notice delivered unless it is otherwise agreed; (d) that failure to cure the default on or before the date specified in the notice may result in the non-delivery of the sum(s) due at date, not less than days from the date the notice is given to borrower, by written notice delivered unless it is otherwise agreed; (e) a date, not less than days from the date the notice is given to borrower, by written notice delivered unless it is otherwise agreed; and (f) that failure to cure the default on or before the date specified in the notice may result in the non-delivery of the sum(s) due at date, not less than days from the date the notice is given to borrower, by written notice delivered unless it is otherwise agreed; unless otherwise provided in this instrument.

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

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, oilier flammable products, 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.

Borrower shall prominently give live Leander written notice of any new violation, claim, demand, lawsuit or other action by any government or agency or private party involving the Practice and any Hazardous Substance or Environmental Law all necessary remedial actions in accordance with Environmental Law.

20. Flammable Substances, Borrowser shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances or Permitted Substances, that will 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 of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintainage of the Property.

19. Sale of Note: Changes of Note or a partial increase in the Note (together with this Security instrument) may be sold one of 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 after 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 4 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.

18. Borrower's Right to Remand, if Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remandment) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment entitling this Security Instrument. Those conditions are that Borrower: (a) pays Security Instrument, or (b) fails to pay any specific sum which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) transfers all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (c) pays all other obligations secured by this Security Instrument which then would be due under this Security Instrument, before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (d) fails to pay any specific sum which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (e) fails to pay any deficiency of any other covariance or agreement; (f) fails to pay any expenses incurred in enforcing this Security Instrument, or (g) fails to pay any expenses incurred in defending this Security Instrument.

If Leender experiences this option, Leender shall give Borrower notice of acceleration. If 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, Leender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

17. Transferee of the Property or a Beneficiary Interest in Borrower; If 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 its 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 exercised prior to the date of this Security Instrument.

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5. Hazard or Property 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, 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 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. 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 closing 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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¹⁹¹ *Terrorware's Copy*: Horrower shall be given one conforming copy of the Note and of this *Secondly* instrument.

15. **Consequential laws; severability.** This Security instrument shall be governed by federal law and the law of the state without the conflicting provision. To this end the provisions of this Security instrument and the Note are deemed given effect without the conflicting provision. In the event that any provision or the Note which can be considered as applicable law, such conflict shall not affect other provisions of this Security instrument or the Note given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note given effect without the conflicting provision.

13. **Soldiers.** Any notice to Horrocks or his Secretary General will be given by the General Staff to the Commander-in-Chief or to Horrocks or his Secretary General when given in this manner.

13. *Union Chapters*. If the local union succeeds by this secondary instrument in securing such sites and premises as will suffice under the Rule.

(2) **Supervisors and assessors** shall bind and be bound by the **Code of Ethics**, the **Standards and Guidelines of Ethics** and any accommodations with regard to the terms of this **Security Instrumentation or the Role without which tomorrow's consent.**

11. Borrower Not Responsible: Borrower shall not be liable, except in accordance with the terms of the Note, for payment or liquidation of any sums secured by this Security Agreement or for any other obligations of the Borrower under the Note.

If the Property is sold by Borrower, or if, after notice by Lender to Borrower that the condominium offices to name in award of setoff or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is authorized to collect and apply the proceeds, in its option, either to restoration or repair of the Property or to the sum required by this Security Instrument, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument whether or not there is any excess paid to Barron. In the event of a partial taking of the Property in which or not the sum secured by this Security instrument before the taking is equal to or greater than the amount of the sums secured by this market value of the Property immediately before the taking is applied to the sums secured by this Security instrument before the taking, unless Barron and Landor otherwise agree in writing or unless otherwise provided by this Security instrument, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are then due.

10. **Condemnation**, The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

9. Inspection, tender or its agent may make reasonable entries upon and inspections of the property. Leader shall give

payments and any loss suffered by the lessor or lessor's agent, if the option is not exercised, will be repaid to the lessee on termination of the lease.

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1200 MIDWEST PLAZA EAST
800 MARQUETTE AVENUE SOUTH
MINNEAPOLIS, MN 55402

7 1 6 0 3 9 3 6

ATTACHED ADDENDUM

THE NORTH 33.50 FEET OF THAT PART DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY LINE 220.16 FEET NORTH OF THE SOUTHEAST CORNER AND LYING SOUTH OF A LINE PERPENDICULAR TO SAID EASTERLY LINE OF THE FOLLOWING:

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING NORTH OF AND ADJOINING THE NORTH LINE OF NEWPORT AVENUE AND SOUTH OF AND ADJOINING THE SOUTH LINE OF CORNELIA AVENUE DESCRIBED AS FOLLOWS:

THAT PART OF LOT 4 IN ASSAYORS DIVISION OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 25 FEET OF EACH SIDE AND PARALLEL TO THE FOLLOWING DESCRIBED CENTER LINE COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 4 WHICH IS 201.8 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTHEASTERLY 301.2 FEET; THENCE NORTHEASTERLY ON A 2 DEGREE CURVE TO THE LEFT 725 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4 WHICH IS 503.0 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 4, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO: 14-20-408-038

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MAIL TO:
NORWEST MORTGAGE, INC.
CUSTOMER SERVICE/LOAN DOCUMENTATION
1200 MIDWEST PLAZA EAST
800 MARQUETTE AVENUE SOUTH
MINNEAPOLIS, MN 55402

ATTACHED ADDENDUM

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A STRIP OF LAND 25 FEET OF EACH SIDE AND PARALLEL TO THE FOLLOWING DESCRIBED CENTER LINE COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 4 WHICH IS 201.8 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTHEASTERLY 301.2 FEET; THENCE NORTHEASTERLY ON A 2 DEGREE CURVE TO THE LEFT 725 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4 WHICH IS 585.8 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 4, IN COOK COUNTY, ILLINOIS.

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