RETURN TO BOX 43

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[Space Above This Line For Recording Data]	
MORTGAGE	
THIS MORICAGE ("Security Instrument") is given on JUNE 11 19 92 The mority on is DAVID M. CREENBERG AND ARLENE CREENBERG, HIS WIFE, IN JOINT TENANCY	
COLE TAYLOR BANK ("Borrower"). This Security Instrument is given to which is organized and existing under the laws of THE STATE OF ILLINOIS and whose address is	
under the laws of THE STATE OF ILLINOIS and whose address is	Q K
and the Note. For this purpose. Borrower does hereby mort age, grant and convey to Lender the following described prop-	9247716
erty located in GOOK	
PIN # 09-11-101-065 DEPT-01 RECORDING 184444 TRAN 1641 D6/30/92 14:52: 49148 ‡ D #-92-47711 COOK COUNTY RECORDER	3.00 00 6
which has the address of492 GLENDALE	
[Street] [City]	
Illinois60025 ("Property Address"); [Zip Code]	
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security	

BORROWER COVENANTS that Borrower is lawfully seised 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

ILLINOIS—Single Family—Farinie Mac/Freddle Mac UMIFORM INSTRUMENT

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

variations by jurisdiction to constitute a uniform security instrument covering real property.

Form 3814 W80 (page 1 of 6 pages)



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x in the Property in accordance with protect Lender's rights in the Property in accordance with paragraph T. Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on satisfy the lien or take one or more of the actions are forth above within 10 days of the giving of notice.

may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall dinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subor-

The payments of the person over this Security instrument, and in the payments of amounts payments, charges due under the Note.

The payments of the person owed payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid the payments.

Borrower shall promptly discharge any lien which has priority over this Security over this Security in the payments.

Borrower shall promptly furnish to Lender all notices of amounts to be paid the payments.

Borrower shall promptly discharge any lien which has priority over this Security.

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Borrower shall promptly discharge any lien which has priority over this Security.

Borrower shall promptly of the payment of the obligation secured by the lien hy, or defends against enforcements.

secured by this Security Instrument.

os sale of the Property, shall apply any Funds held by Lender at in tune of acquisition or sale as a credit against the sums any Funds held by Lender. If, under paragraph 21, Lender shall ac prire or sell the Property, Lender, prior to the acquisition

Upon payment in full of all sums secured by this Secritity Instrument, Lender shall promptly refund to Borrower

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

If the Funds held by Lender exceed the configure permitted to be held by applicable law, Lender shall account to Borrower

for which each debit to the Funds was risec. The Funds are pledged as additional security for all aums secured by this Security give to Borrower, without charge, at a war a accounting of the Punds, showing credits and debits to the Funds and the purpose on the Funds. Borrower and Lands, may agree in writing, however, that interest shall be paid on the Funds. Lender shall is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement to make auch a charge. Nowever, Lender may require Bortower to pay a one-time charge for an independent real estate account, or verifying he Lecrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender pay the Escrow Mas Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow (including Lender is such an institution) or in any Pederal Home Loan Bank. Lender shall apply the Funds to The Packs shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. i. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promply pay when due

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

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 2 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 above 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 otl erwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a de aut and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Linder'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, represen at one concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, sorrower 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 inforce 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 of all 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 loar 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, 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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	Security Instrument as if the rider(s)	this Security Instrument, the covenants and agreements of this ck applicable box(es)]  Adjustable Rate Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together

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) or es 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 the Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligation's 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; Chaig' 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 hell 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 to 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 formaldeb, de, 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 fo low:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration to wing 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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inserest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any BOSTOWEY'S COPY. BOTTOWET Shall be given one conformed copy of the Note and of this Security Instrument.

are declared to be severable.

can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Mote

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the

in this paragraph.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender and be given by by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be siven by delivering it or

any prepayment charge under the Mote.

a direct payment to Borrower. If a refund reduces principal, the reduction will be treated a Congriss prepayment without teriunded to Borrower. Lender may choose to make this refund by reducing the principal on ed under the Note or by making the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or other loan charget collected or to be collected in connection 13. Loun Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's sums secured by this Security Instrument; and (c) agrees that Lender ead cay other Borrower may agree to extend, modify. Borrower's interest in the Property under the terms of this Security Instrument; (h) is not personally obligated to pay the Instrumera but does not execute the Mote: (a) is co-signing this Security Instrument only to mortgage, grant and convey that of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security this Security Instrument shall bind and benefit the successor, and assigns of Lender and Borrower, subject to the provisions

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of

a waiver of or preclude the exercise of any right or remedy.

Borrower or Borrower's successors in interest. Any forbestance by Lender in exercising any right or remedy shall not be otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original shall not be required to commence protectings against any successor in interest or refuse to extend time for payment or of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender amodification of amortization of the single-scured by this Security Instrument granted by Lender to any successor in interest

11. Borrower Not Released: Forbearance By Lender Not a Waiver. Extension of the time for payment or or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

Unless Lender and Remover otherwise agree in writing, any application of proceeds to principal shall not extend

or to the sums secured by this Security Instrument, whether or not then due.

is given, Lender is callorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property make an award or soils a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to vides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. mediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise prowhich the fair market value of the Property immediately before the taking is less than the amount of the sums secured imimmediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument. and shall be paid to Lender.

amy condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

### UNDEFINAL COPY

The Southerly 23.87 feet of the Northerly 93.44 feet of that part of Lot 2 in Owner's Subdivision of part of Section 11, Township 41 North, Range 12, East of the Third Principal Meridian, as per plat of said Owner's Subdivision filed for record in the Recorder's Office of Cook County, Illinois, on January 2, 1917 as Document 6022131, described as follows: -Beginning at the Northwest corner of Lot 22 in Glenview Realty Company's Central Gardens a Subdivision of part of the North West 1/4 of said Section 11, thence Northerly along a curved line 50.0 feet Easterly of and parallel with the center line of Greenwood Road (said curved line being concave Easterly and having a radius of 4533.75 feet) a distance of 167.48 feet chord measure, to the point of beginning of the tract of land herein described, thence Easterly along a line drawn at right angles to said chord, a distance of 75.36 feet, thence Southerly along a line drawn at right angles to the last described line a distance of 135.0 feet more or less to a curved line 24.5 feet Northerly of and parallel with the Northerly line of said Glenview Realty Company's Central Gardens Subdivision (said lart) described curved line having a radius of 1794.5 feet and concave Southerly) thence Westerly along said last described curved line a distance of 75.5 feet more or less to a curved line 50.0 feet Easterly of and parallel with the center line of Greenwood Road (said last described curved line concave Easterly and having a radius of 4533.75 feet) thence Northerly along said last described furved line a distance of 133.0 feet more or less to the point of reginning all in Cook County, Illinoisi also

That part of Lot 2 in Owner's Subdivision of part of Section 11, Township 41 North, Range 12, East of the Third Principal Meridlan, as per plat of said Owner's Subdivision filed for record in the Recorder's Office of Cook County, (linois, on January 2, 1917 as Document 6022131, described as follows: -Reginning at the Northwest corner of Lot 22 in Glenview Realty Company's Central Cardens a Subdivision of part of the North Wart 1/4 of said Section 11, thence Northerly along a curved ling 50.0 feet Basterly of and parallel with the center line of Greenwood Road (said curved line being concave Easterly and having a radius of 4533.75 feet) a distance of 34.5 feet more or less chord measure (said phord for purposes of this legal description having a bracing of North 4 degrees East) to a curved line 34.5 feet Norther Dr of and parallel with the Northerly line of said Glenview Realty Company's Central Gardens Subdivision (said last described curved line having a radius of 1794.5 feet and concave Southerly) thence Easterly along said last described curved line a distance of 27.0 fact to the point of beginning of the tract of land described herein, continuing thence Easterly along the last described curved line a distance of 13.0 feet thence South 41 degrees East a distance of 48.0 feet more or less to the said Northerly line of Glenview Realty Company's Central Gardens Subdivision a distance of 13.0 feet more or less to a line drawn through the point of beginning and having a bearing of South 41 degrees East, thence North 41 degrees West a distance of 48.0 feet more or less to the point of beginning, all in Cook County, Illinois.

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