92695043

Loan #: 5730848 After Recording Return To: First Home Mortgage Corporation 419A East Euclid Avenue Mount Prospect, IL 60056



92695045

[Space Above This Line For Recording Date]

#### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on September 2, 1992.

The mortgager is flowest C. Lichtenberger and Arlene M. Lichtenberger , busband and wife

("Borrower"). This Security examment is given to

First Home Mortgage Corporation, which is organized and existing under the laws of Illinois, and whose uddress is

419A East Euclid Avenue, Mount Prospect, IL 60056

("Londor"). Borrower owes Londor the principal sum of

Ninety One Thousand and no (100 Dollars (U.S. \$91,000.00).

This debt is evidenced by Borrower's note dated the rame date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and provide on October 1, 2007. This Security Instrument security 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, given sed under paragraph 7 to protect the security of 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 LEGAL DESCRIPTION RIDER P.I.N.: 03-11-200-042

which has the address of 57 South Wolf Road, Wheeling, Illincia 60090 ("Property Address");

TOGETHER WITH all the improvements now or hereafter crected on the property, and all assentents, 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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unoncumbered, 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.

DEPT-01 RECORDINGS

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COOK COUNTY RECORDER

ILLINOIS-Single Family-Famile Mac/Freddin Man UNIFORM INSTRUMENT Prepared by: Dec-Tech, Inc., Mt. Prospect, IL.

Storrower's Initials

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THIS SECURITY INSTRUMENT combines uniform coverable for national use and non-uniform coverable with limited variations by jurisdiction to constitute a uniform security instrument covering test property.

UNIFORM COVENANTS. Borrower and Londer 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 f.ender, iterrower shall pay to f.ender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") fort (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lieu on the Property; (b) yearly leasohold payments or ground reads on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly marrance premiums; (d) yearly flood insurance premiums, if any; (e) yearly marrance premiums; (d) yearly flood insurance premiums, if any; (e) yearly marrance premiums, if any; (e) yearly marr

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 Lean Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for helding 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 rest 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 escolings 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 cradits 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 Excrow items when due, Lender may so notify horrower 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 soile 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, Levier, 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 propayment 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. Chargest Liens. horrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security instrument, and less chold payments or ground rents, if any. Becrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time expectly 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 no rower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good fair, 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.

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 Lander requires insurance. This insurance shall be maintained in the amounts and for the periods that Lander requires. This 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, Lunder may, at Londer'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

Burrower's Initials A 184 9/90 (page 2 of 6 pages)

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renowal notices. In the event of loss, horrower shall give prompt notice to the insurance entries and Lender, Conder may make proof of

loss if not made promptly by Horrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or rough of the Property diamaged, if the restoration or repair is economically feasible and Lander's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be basened, the insurance proceeds shall be applied to the summ secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Horrower shandons 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. Leader may use the proceeds to repair or restore the Proporty 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 Londer, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Londer to the extent of the sums seemed by this Security Instrument Immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Long 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 anall continue to occupy the Property as Barrower's principal residence for at least one year after the date of occupancy, unious Londer otherwise agrees in writing, which consent shall not be unressonably withheld, or unisse extenuating effectivations exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to detectorate, or commit waste on the Property. Lorrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Londer's good faith judgment could result in forfeiture of the Property or otherwise materially impair the Hen created by this Security Instrument or Londor's security in years. Horrower may ours such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a rolling that, in Londor's good fally determination, procludes forfelture of the Horrower's interest in the Property or other material impairment of the flor created by this Security Instrument or Leader's security infoiced. Harrower shell also be in default if Borrower, during the Lee, application process, gave materially false or inaccurate information or statements to Londor (or falled to provide Lunder with any material from nation) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Bottower's occupancy of the Property as a principal residence. If this Security Instrument is on a lossebold, Borrower shall comply with all the provisions of the lease. If Borrower sequires fee title to the Property, the household and the fee title shall not merge unless Londor agrees to the merger in willing.
- 7. Protection of Lender's Rights in the Property, if Borrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may slipidicantly affect Lender's rights in the Property (such as a proceeding in bankruntcy, probate, for condemnation or forfeithte or to bafores laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Londer's rights in the Property. Londer's actions may include paying any sums secured by a tien which has priority over this Security Instrument, appearing in companying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7,2 ender down not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower accured by this Security Unless Borrower and Lender agree to other terms of payment, there amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Legder to Borrower requesting payment,

- B. Mortgage Insurance. If Londor required mortgage insurance as a concilion of making the loan secured by this Security Instrument, Horrower shall pay the promiums required to maintain the mortgage insurance in offset. If, for any reason, the mortgage insurance coverage required by Lender bases or cosses to be in effect, Horrower 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 Horrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If anoctangially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lander each munth a sum equal to one-twothe of the yearly mortgage insurance promium being paid by Borrower when the insurance coverage lapsed or coased to be in offect. Lender with eccul, use and relain those 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 Lander requires) provided by an insurer approved by Londer again becomes available and is obtained. Borrower shall pay the premiunts 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
- 9. Inspection. Londer or its agent may make reasonable entries upon and inspections of the Property. Londer shall give Horrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 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 flow of condemnation, are hereby assigned and shall be paid to Lender.

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 then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property Immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Bortower and Leader otherwise agree in writing, the sums secured by this Security Instrument shall

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be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lander within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the Hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor, to interest or refuse to extend time for payment or otherwise modify americation of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in Interest. Any forbustance by Lender in exercising any right or remedy.
- 12. Successore and Ansigns Bound; Joint and Several Liability; Co-alguers. The covenants and agreements of this Security Instrument shall be done the transactions and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be done and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument, only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to execut, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower', consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or office-loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be rearried by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed dipermitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prophyment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Society Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security in Property is located. In the event that any provision or clause of this Security instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 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 uniform posson) without Londor's prior written consent, Lender may, at its option, require immediate payment in full of all sums accured 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 Horrower notice of acceleration. The notice shall provide period of not less than 30 days from the dute 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 musts 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 Lander all sums which then would be due under this Security Instrument and the Note as if no acceleration occurred; (b) cores 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

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Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to rejustate shall not apply in the case of acceleration under paragraph 17.

19. Safe of Nate; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be said 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 introduced 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 accognized to be appropriate to normal residential uses and to maintenance of the Property.

Darrower shall promptly give Lender written notice of any invastigation, claim, demand, laward or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or linvirunmental Law of which Borrower has actual hoswindge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any rewardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Engreenmental Law.

As used in the paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosone, other flammable or toxic petroloum products, toxic pesticides and herbicides, volutile solvents, mainists containing asbestos or formaldehyde, and radioscrive 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. Bottower and Lender further governmt and agree as follows:

- 21. Acceleration; Remedies. Actor of shall give notice to Borrower prior to acceleration following Horrower's breach of any covenant or agreement in this Security and russent (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 Sorrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice way 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 Horrower to acceleration and foreclosure. If the default is not cared 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, Leofer shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not include to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums seemed by this Security Instrument, Lender shall release this Scentity Instrument without a charge to Borrower. Borrower shall pay any recordation costs.
  - 23. Waiver of Homestand. Borrower waives all right of homestond exemption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are executed by do cover and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of his Security Instrument. [Check applicable box(cs)]

[ ] Adjustable Rate Rider [ ] Graduated Payment Rider	Condominium Rider     Planned Unit Development Rider	[ ] 1-4 Printy Ridor [ ] Blweelly Payment Ridor
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BY SIGNING BILOW, Borrower accepts and agrees to the terms and covenants contained in tals Security Instrument and in any rider(s) executed by Borrower and recorded with it.

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STATE OF ILLINOIS,	County sa:	CXCNC	
1. Notary	y Public in and for	suld county and state	o,do heroby certify that
Horst C. Lichtenberger and Arlene M.			band and wife.
personally known to me to be the same person(s) whose name(s)	C/A		
before me this day in person, and acknowledged that Many he	algued wid deliver	ed the said instrume	nt ns Alvan
free and voluntary act, for the uses and purposes therein set forth	h.		·
Given under my hand and official soul, this	day of	" seplomital.	
My Commission expires:    On Figural SEAL*		100	<b>\</b>
Hetary Public, State of Illinois My Commission Expires 11/20/94		Notary Public	

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Form 3014 9/90 (page 6 of 6 pages)

Ounty Clark's Office

#### LEGAL DESCRIPTION RIDER

THAT PART OF LOT A IN WILLIE'S CONSOLIDATION OF LAND IN SECTIONS 1 2, 11 AND 12 IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER OF DUNDEE ROAD THAT IS 1864 FEET, SOUTH 88 DEGREES 20 MINUTES WEST OF A STONE IN THE CENTER OF DUNDEE ROAD AND MILWAUKEE ROAD; THENCE SOUTH 40 MINUTES EAST, A DISTANCE OF 342.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUTN'S SOUTH 40 MINUTES EAST, A DISTANCE OF 192.03 FEET, THENCE SOUTH 88 DEGREES 20 MINUTES WEST, A DISTANCE OF 275.62 FEET TO THE CENTER OF WOLF ROAD; THENCE NORTH 1 DEGREE 38 MINUTES 30 SECONDS WEST ALONG THE CENTER OF SAID WOLF ROAD, A DISTANCE OF 192 FEET TO A POINT 324.45 FEET SOUTH 1 DEGREE 38 MINUTES 30 SECONDS EAST OF THE CENTER OF DUNDEE ROAD; THENCE NORTH 88 DEGREES 20 MINUTES EAST, O, G, I, COUNTY CONTY CO PARALLEL WITH THE CENTER OF DUNDEE ROAD A DISTANCE OF 278,40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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