COOK COVETY TELLINGIS

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[Space Above This Line For Recording Data] "

MORTGAGE

This instrument prepared by and should be returned to:

HIPER PORTAL

THE PIRST MATICEAL NAME OF CHICAGO 1901 SOUTH MEYERS SORD, SUITE 300

CARBROOK TERRACE, 12 (0)81

AUGUST 30, 1993 THIS MORTGAGE ("Security Instrument") is given on KASIMIERS KALINOWSKI AND WALINA KALINOWSKI, MARRIED TO BACH OTHER

. The mortgager is

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

which is organized and existing under the laws of

THE UNITED STATES OF AMERICA

address is

CHICAGO, ILLIMOIS 60670 ONE FIRST MATIONAL PLASA,

("Jeader"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY ONE THOUSAND TWO MUNDRED & 00/1/0

Dallars (U.S. \$

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly BY PTEMBER 1, 2023 This Security's payments, with the full debt, if not paid earlier, due and payable on 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 discribed property located in

County, Illinois:

ATTACHED RIDER FOR LEGAL DESCRIPTION

which has the address of Minoie

2048 CENTRAL ST., WILMETTE 60091

("Pruporty Address");

Single Family - Fernie Mee/Freddie Nec UNIFORM INSTRUMENT

Farm 3614 3/54

[Street, City].

teoral (71) WO-

and the nations set forth shows within 10 days of the giving of notion. Security Instrument, Lender may give Borrower a soulte identifying the lien. Borrower shall satisfy the lien or take one or moss the Security Instrument. If Lendon described that any part of the Property is subject to a lient which may attain priority over this of the lies; or (a) security from the boilest of the lies on agreement solution; or (a) to leader solventing the lies to by, or defends against enforcement of the lies, in, legal proceedings which in the Lender's opinion operate to provent the Bearower that promptly discharge any then which her priority over this Security Instrument unless floorings are the then the second in the tien that the tien the tien that the tien that the tien that the tien that the tien the tien that the

Borrower makes these payments directly, Borrower that! promptly furnish to Lender receipts evidencing the payments. person owed payment, horzower shall promptly familials to London all nosloces of amounts to be paid under this paragraph, If to the transfer on the perspect in perspect in the the manner, Borrower shall pay them on time directly to the the payment of the pa de Changen Livra, Derentative stati pay all track, desputate, charges, finos and impositions after to the Property but as brown descriptions, to principal dest and last, to any late charges due under the Note.

A Samuel State of the special Section and Section and the Note: second, to amount stated ander pangraph 2, 20 Application of Topological September 1970 and provides otherwise, all payments received by Lender under paragraphs

Property, shall apply any Franch hold by Lander at the time of acquisition or sale as a modi: against the sums accurad by this there present as two on the paragraph of the declare or soll the Property, London to include or said of the Spending segments, a sole dissiplier. I sole dissiplier to be the prompty refund to Borrower sey French

to Leader the amount accessory to exalts up the deficiency. Borrower shall wake up the deficiency in no more than twelve not sufficient to pay the Bearow Isome when due, Lander may so notify Boncover in writing, and, in such case Borrower shall pay So causes Flunds in accordance with the requirements of applicable hav. When smount of the Funds held by Lender at any time is If the Funds hold by Lendon excessed the amounts permitted to be by a speciable law, London shall account to Berrower for

mends. The Punds are pledged as additional security for all sums secured by this Security Instrument.

secounding of the Punds, showing credits and debits to the Lunds and the purpose for which each debit to the Punds was Londer may agree in writing, however, that interest shall be p.J. on the Punds. Lender shall give to Berrower, without charge, an toquers interest to be paid, Leader shall not be required to may borrower any interest or carnings on the Funds. Borrower and Leader in connection with this loss, unless applicable or servides otherwise. Unless an agreoment is made or applicable law However, Leader may require Borrower to pay a second for an independent real catalo tax reporting service used by the Berrow Lender pays Berrower mater and applicable law paralls Lender to make such a charge. Le lame. Lendor may not charge Borrower for aciding and applying the Funds, annually analyzing the escrow account or verifying Londor, if Londor is such as institution) or at any Pederal Home Louis Bank, Londor shall apply the Funds to pay the Escrow

The Funds shall be held in an inminute a those deposits are insured by a federal agency, instrumentality, or entity (including constraints in secondance with applicable 1970.

to smeather the muount of Funds due of the basis of current data and reasonable estimates of expenditures of future Escrow Items of menouse, if no, Lender may, m any leve, online and hold Funds in an armount not to exceed the leaser amount. Lender may, nementary from these, 1 (11), C. Section 2601 of seq. ("RESPA"), unless another law that applies to the Funds sets a bester MATEL No And Remainder And Remainder to the federal Real Estate Soulement Procedures And of 1974 at Landon may, at any time, or deep freeds in an amount not to exceed the maximum amount a lender for a federally related \$. providence of paragraph 5, in the of the payment of mortgage insurance premiums. These items are called "Eacrow licens." eny; (c) yearly mortar, assessor promisens, if any; and (i) any sums payable by Borrower to Lender, in accordance with the or ground rocks on the Prop. sty, if any; (c) yearly hannel or property insurance premiums; (d) yearly flood humanice premiums, if Lender on the day mentally payment use the paid in full, a sum ("Plands") for: (a) yearly tennes. Lender on the Property; (b) yearly leaves have seemed to property; (b) yearly leavesteement as a tion on the Property; (b) yearly leavesteement payments. or the land towns and bear and the special by the state of the state of the special state of the state of the

(1) HORING CONTRIBUTE, Equipment and London and Late Charges. Borrower shall promptly pay "

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THE SECURATE INSTRUMENT combines and demands, such the court for conveyed and has the right to mortgage, and second, precessly the tide to the Property against all claims and demands, subject to any encumbrances of record. Bostower waterasts and demands, subject to any encumbrances of record.

THE SECURATE INSTRUMENT combines and demands, subject to any encumbrances of record.

the more or because a part of the property. All replacements and additions aball also be covered by that Security link TOCKTERR WITH all the unprovements now or hereafter erected on the property, and all casements, appartenances, and

8. 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 ensurance 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 accured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Londer 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 Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

6. Occupancy, Preservation, Maintenants 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 Bostower's principal residence for at least one year after the date of occupancy, unless Londer otherwise agrees to writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borlewe'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 Londer (or failed to provide Lander 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 Section Instrument is on a leasehold, Borrower. shall comply with all the provisions of the lease. If Borrower sequires fee title to the Provery, the leasehold and the fee title shall not merge unless Londer agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverents and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights at the Property (such as proceeding in bankruptcy, probate, for condemnation or forfoiture or to enforce laws or regulations), then conder may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Londer'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 paying reasonable

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, those 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 tapses 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 lanced or ceased to be in effect. Lender will accopt, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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gives effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to conflicts with applicable law, such conflict ahall not affect other provisions of this Security Instrument or the Note which can be jurisdiction is which the Property is located. In the event that any provision or clause of this Security Instrument or the Note 12. Coverning Law; Severability. This Security, Instrument shall be governed by federal law and the law of the

Institutes at the property of have been given to Borrower or Lender when given as provided in this paragraph. address atmed herein or say other address Lender designates by notice to Borrower. Any notice provided for in this Security any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's by first clear mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or

14. Mostcon. Any scotice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it under the Note.

Bostower. If a relusal reduces principal, the reduction will be treated as a partial prepayment without on propayment charge Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be relunded to Borrower. exceed the permissed limits, then: (a) any such loss charge thall be reduced by the amount necessary to reduce the charge to the and that him is finally integreted so that the intercet or other loan charges collected or to be collected in connection with the loan 13. Louis Charges. If the Jonn secured by this Security Instrument is subject to a line which sets maximum loss charges,

make any accommodations with regard to the terms of this Security Instrument or the Note 4 thought that Borrower's consent. secured by this Security Instrument; and (c) agrees that Lender and any other Borrawal may agree to extend, modify, forbear or Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums Instrument but does not anacute the Mose: (a) is co-signing this Security learn ment only to mortgage, grant and convey that paragraph 17. Borrower's coverents and agreements shall be joint and theread. Any Borrower who co-signs this Security Security leaturement shall bind and beneath the successors and sanged of Center and Borrower, subject to the provisions of LL. Successors and Assigns Bound; Joint and Several Liability. Co-signers. The covenants and agreements of this

eight or remody. in interest. Any torbestance by Leader in merciaing any right or past) not be a waiver of or preclude the exercise of any the sums secured by this Security Instrument by research mede by the critical Borrower or Borrower's successors to molitariums which are successive in lateral of calculation of physical or otherwise modify amortization of nut operates to release the Mebility of the original statements assessed in interceal. Lendor shall not be required to of amortication of the same secured by this Security January by Lender to any successor in interest of Barrower shall 11. Berrower Net Released; Forbeat by Leader Not a Waiver. Extension of the time for payment or medificulton

the due dete of the monthly payments referrence in persprete 1 and 2 or change the amount of such payments.

Unless Leader and Bornows other 1819 agree in writing, any application of proceeds to principal shall not extend or postpone by this Security Learnmont, whother or not then duc.

in authorised to collect and apply the proceeds, at its aption, either to restoration or repair of the Property or to the sums accurad award or settle a claim for damp on Borrower fails to respond to Lender within 30 days after the date the notice is given, Lende If the Property is alward and by Borrower, or if, after notice by Leador to Borrower that the condemnor offers to make a

name secured by this artificial windows or not the sums are then due. 🚰 est the process of the shoot of the control of t Property immediately before the taking is been then the emount of the sums secured immediately before the taking, unless the mining. Any belongs the paid to Horrower, In the event of a partial taking of the Property in which the lair market value of the the name secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the each of the Property immediately immediately immediately immediately immediately immediately immediately immediately immediately immediat Security Instrument shall be seduced by the total or the proceeds multiplied by the following fraction: (a) the total amount of instruments insteady before the valuing, unless Berrower and Leader otherwise agree in writing, the sums secured by this value of the Property instructionally before the taking in equal to or greater than the amount of the sums secured by this Security 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

in the event of a man inking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, stables I or bing od linder.

condemnation or other taking of any part of the Property, or for conveyance in lies of condemnation, are hereby sesigned and 19. Condennation. The proceeds of any award or claim for demagns, direct or consequential, in connection with any Bosrower actics at the time of or prior to an impection specifying reasonable cause for the inspection.

sents and in accordance with any written agreement between Borrower and Lender or applicable law.

9. Imagestion. Lender or its agent may make seminable entries upon and inspections of the Property. Lender shall give

premiumos required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an intures approved by Lender again becomes available and is obtained. Betrower shall pay the mis may an longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

16. Borrower's Copy. Borrower shell 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' focs; and (d) takes such action as Lender may reasonably require to assure that the Hen 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 rully offective 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 carelated 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 scall 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 preciding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances were 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 it obtified 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 for naldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisupport where the Property is located that relate

to health, sufety 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 Juliowing Borrower's breach any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unlike applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default of a date, not less than 30 days from the date the notice is given to Borrower, by which the default of the sums secured 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-existent 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 the Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lendershall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but a 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.

Form 3614 6460

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JOSEPHINE ABRANE Metery Public, Burgs of Hillon Metery Public, Burgs of Hillon Metery Commission Explicit Metery Commission Capital Life (1967) (Seist (Al)Re.

This instrument was prepared by:

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

LOAM # 0000833318 2048 CENTRAL ST. WILMETTE, IL 60091

LEGAL DESCRIPTION RIDER

LOT 13 IN BLOCK 3 IN PINE CHEST A SUBDIVISION OF PART OF THE MORTH HALF OF THE SOUTH BAST QUARTER OF THE MORTH MEST QUARTER OF SECTION 33, TOWNSHIP 42 MORTH, RANGE 13 BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

370666

REAL ESTATE TAX 1.D. # : 05 372 114 013

GEACHER ROSSES

Property or Cook County Clerk's Office

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