

PREPARED BY:
ROSE A. ELLIS
CHICAGO, IL 60675

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COOK COUNTY, ILLINOIS 3/19/93
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RECORD AND RETURN TO: *RECORDED IN COOK COUNTY, ILLINOIS*

THE NORTHERN TRUST COMPANY ATTN: HOME LOAN CENTER, B-A
50 SOUTH LA SALLE STREET CHICAGO, ILLINOIS 60675

BOX 169

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 19, 1993. The mortgagor is JOSEPH P. REYNOLDS and MAUREEN S. REYNOLDS, HUSBAND AND WIFE (hereinafter referred to as "Borrower").

This Security Instrument is given to THE NORTHERN TRUST COMPANY as the Lender, and secures payment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; and (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, and whose address is 50 SOUTH LA SALLE STREET CHICAGO, ILLINOIS 60675 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY THOUSAND (\$150,000.00) AND 00/100 Dollars (U.S. \$ 150,000.00).

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 APRIL 1, 2023.

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.

LOTS 6 AND 7 AND LOT 8 (EXCEPT THE SOUTH 5 FEET THEREOF) IN BLOCK 9 IN HARLEM PARK SUBDIVISION NUMBER 1, BEING A SUBDIVISION IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON PLAT RECORDED SEPTEMBER 2, 1926 AS DOCUMENT 9390755 IN COOK COUNTY, ILLINOIS.

which has the address of 226 NOTTINGHAM AVENUE, GLENVIEW

Illinois 60025 ("Property Address").

Zip Code

Street, City

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 5

DPS 1089

Form 3014 9/90

BOX 169

VMP MORTGAGE FORMS - 030-000-0100-1800-521-7291

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DPS 1090
Form 3014. 9/90

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Borrower shall promptly disgorge any lien which has priority over this Security Instrument unless Borrower (a) agrees to writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien or defruds against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) acquires from the holder of the lien an agreement satisfactory to Lender to pay all amounts due under this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or more of the actions set forth above within 10 days of the giving of notice.

4. **Chargers:** Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property which may attain priority over this Security interest, and leasehold payments of 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 the date directly to the person owed payment. Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph to Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

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.

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, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale, to credit against the sums secured by this Security Instrument.

If the Funds have by December, the amount promised to be paid by application date, received such amount in accordance with the terms of the agreement.

The Funds shall be held in a institution whose deposits are insured by a federal agency, instantly, or 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, usually multiplying the escrow account, or verifying the escrow terms, 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 appraiser, Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or used by Lender in connection with this loan, unless applicable law permits Lender to make such a charge for an independent real estate appraiser, Lender may require Borrower to pay a one-time charge for a real estate appraiser. Borrower and Lender shall be responsible for all sums secured by this Security instrument.

Extreme forms of otherwise reasonable laws with application to foreign law.

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 affect or property over this Security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (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 mortagage 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 has a federally chartered 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.

1. Payment in full of Premiums and interests; 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.

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

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-national use and **variations by insertion to constitute a uniform security instrument covering real property.**

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS shall Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage;

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 power or hereafter a part of the property.

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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 acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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

DPS 1091
Form 3014 9/90



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Form 304A 9/90
OPS 1092

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

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 of this Security Instrument violates applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note given effect without the consent of the parties. To this end the provisions of this Security Instrument and the Note are declared

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 if Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

payment to Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any payment in arrears under the Note.

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 other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to the permitted limit and (c) any sums already collected from Borrower which exceeded permitted limits will be made available to make this refund by reducing the principal owed under the note or by making a drawdown under the note.

12. Successors and Assigns Bound; Joint and Several Liability: Co-signers, The co-signers and agreements of this secondary instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-signers and agreements shall be joint and several. Any Borrower who co-signs this Secondary instrument shall bind and benefit; he succeeds and assigns of Lender and Borrower, subject to the provisions of paragraph 17, Borrower's co-signers and agreements shall be joint and several. Any Borrower who co-signs this Secondary instrument shall bind and benefit; he succeeds and assigns of Lender and Borrower, subject to the terms of this Secondary instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, shorten or cancel by this Secondary instrument; and (d) agrees that Lender and any other Borrower may agree to pay the sum Borrower is interest in the Property under the terms of this Secondary instrument; b), is not personally obligated to pay the sum Borrower is interest in the Property under the terms of this Secondary instrument only to mortgagor, grant and convey that instrument but does not execute the Note; (a) is co-signing this Secondary instrument only to mortgagor, grant and convey that instrument but does not execute the Note;

unless Lender and Borrower, in writing, agree in writing, any application of proceeds to principal shall not extend or participate the due date of the monthly payment unless referred to in paragraphs 1 and 2 or change the amount of such payments.

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

(b) A determination, the proceeds of any award of claim for damages, other or compensation in connection with any

10. *Complaints*. The complainants of any award of sum or damages direct or consequential in connection with any

9. In consideration, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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

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

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

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

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate 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 formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

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

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

DPS 1093

Form 3014, 9/90

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DPS 1094

Notary Public

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NOTARY PUBLIC STATE OF ILLINOIS
BARBARA G. STEWART
"OFFICIAL SEAL"

My Commission Expires:

Given under my hand and official seal, this 19 day of
free and voluntary act, for the user's and purposes herein set forth
me this day in person, and acknowledged that THEY signed and delivered the said instrument, appeared before
personally known to me to be the same persons whose names subscribed to the foregoing instrument, before

JOSEPH P. REYNOLDS AND MATUREEN S. REYNOLDS, HUSBAND AND WIFE
country and state do hereby certify that

a Notary Public in and for said

STATE OF ILLINOIS, COOK COUNTY

County ss:

Borrower

(Seal)

24. Riders to this Security instrument. If one or more riders are executed by Borrower 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 this Security
instrument.

Check applicable boxes!!

- Adjustable Rate Rider
- Graduated Payment Rider
- balloon Rider
- Other(s) (Specify) _____
- Family Rider
- Biweekly Payment Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Second Home Rider
- Condominium Rider
- 1-4 Family Rider

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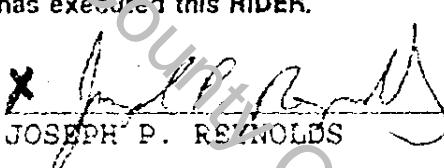
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MORTGAGE RIDER FOR COVENANT #22

THIS RIDER IS incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) BORROWER and LENDER agree that notwithstanding anything contained in COVENANT 22 of the MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER'S rights under the MORTGAGE, this RIDER will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

X 
JOSEPH P. REYNOLDS

(SEAL)
-BORROWER

X 
MAUREEN S. REYNOLDS

(SEAL)
-BORROWER

(SEAL)
-BORROWER

(SEAL)
-BORROWER

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