TOORTHER WITH all the improvements now or heroufter 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 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 unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record,

This SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

the principal of and interest of the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Cover is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lee or may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the force items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable la v requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Pands and the purpose for which each debit to the Few's vas 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 fiscrow Items when due. Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, a Lender's sole discretion.

Upon payment in full of all sums secured by mit. Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at he time of acquisition or sale as a credit against the sums

secured by this Security Instrument.

secured by this Security Instrument.

3. Application of Payments. Unless applicable law prevides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment eterges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and has shall payments or ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if 1 of paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall premptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this *ccurity Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner at co table to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which is the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an excement 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 ident 5 ing the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving a notice.

or**nj 3014-9/90** (page 2 of 61

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-IL 6/20/9

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ONE THOUSAND FIVE HUNDRED AND COL. 500, 500, 500, 500, 500, 500, 500, 500	which is organized and existing under the large of THE STATE OF I which is organized and existing under the large of THE STATE 60071 ("Lender"), Borrower owes Lender the principal a mi ofONE_HUNDRED ofOO/100
ETS SUCCESSORS AND\OR ASSIGNS	("Bortower"). This Security Instrument is given to HICHMOND BANK, I

WORTGAGE

THIS MORTCAGE ("Security Instrument") is given on THE 12TH DAY OF APRILE. 1993.

(Vaquoze)

10910 WYIN SLEEL, RICHWOND, IL

(omsN)

TYCKIE DEEREB-BICHWOND BYNK

This instrument was prepared by: - [Space Above This Line For Recording Date] -

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JNOFFIGIAL-OOPY

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.

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

give Borrower 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 lieu 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 Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following traction: (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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or set le a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is nutherized 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 'ne monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower No. Cleased; 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 liability of the original Borrower or Borrower's successors in interest, Lender shall not be required to commerce proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's succe sers in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bour 4; Joint and Several Liability; Co-signers. The covenants and agreements of this

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is (a) igning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the term of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that I e der and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Security Instrument or the Note without that Borrower's 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 interer 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 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 reducion will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of anotice method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender's address stated herein or any other address Lender design uses by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrawer 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 or this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Securic unstrument 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.

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DANKERS SASTEMS, INC., ST. CLOUD, MIN 56302 11 806,337 23411 FORM NO. 14L 620,91

8. Murtgage 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 enverage 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 root previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, Borrower shall pay to substantially equivalent to the cost to Borrower of the mortgage insurance coverage is not available, Borrower shall pay to Lender approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower when the 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 liesu insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in liesurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in liesurance.

bayment.

Any amounts disbursed by Lender under this paragraph? Shall become additional debt of Borrover, 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 Mote rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

noder this paragraph? Lender does not have to do so.

7. Protection of Lender's Rights in the Property. If horrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significe all affect Lender's rights in the Property such as a proceeding in bankrupter, probate, for condemnation or forfeiture or to enfore laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender rights in the Property. Lender's actions may include paying any sums secured by a fien which has priority over this Security in the Property. Lender's actions may include paying any sums secured by a fien which has priority over this Security in the Property in the Property.

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

Instrument immediately prior to the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security from damage to the Property prior to the acquisition.

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

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Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is not economically fensible and Lender's security is not lessened. If the restoration or repair is not economically fensible or Lender's security would be lessened, the insurance proceeds shall be applied to the sum's 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 eartier has offered to settle a c'air, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay 'ones secured by this Security Instrument, whether or not then due. The 30-day period will begin when the property or to pay 'ones secured by this Security Instrument, whether or not then due. The 30-day period will begin when the property or to pay 'ones secured by this Security Instrument, whether or not then due. The 30-day period will begin when

carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

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 receipts of paid premiums and renewal notices, in the event of loss, Borrower shall give prompt notice to the insurance

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, included within the term "extended coverage" and only other hazards, included for the fronder requires. The 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?

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 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 play pecify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sum, which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any be all to 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 flen 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 Loar, Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times with out 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 in related 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 Service; and the address to which payments should be made. The notice will

also contain any other information required by applicable lave,

20. Hazardous Substances. Borrower shall not a use or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower sne't rot 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 P. operty and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower earns 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 derived 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 to leving 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. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

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24. Riders to this Security Instrume this Security Instrument, the covenants and a supplement the covenants and agreements Instrument, [Check applicable box(es)]	nt. If one or more riders are executed by Bor greements of each such rider shall be incorp of this Security Instrument as if the rider(orated into and shall amend and	
☐ Adjustable Rate Rider☐ Graduated Payment Rider☐ Balloon Rider☐ Other(s) {specify}	☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Rate Improvement Rider	☐ 1-4 Fami'y Rider ☐ Biweek!y Payment Rider ☐ Second Home Rider	
By Signing, Bellow, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. **Example 1.** **ACK*** Contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. **Example 2.** **Mack*** (Seal) **Example 3.** **E			
	Hallen a	Mark	
90	France 4.	(Scal)	
70,	KATHLEEN A. MACK	~Borrower	
Adhlee Q. Mack (Seal) KATHLEEN A. MACK Borrower Social Security Number 340-40-1387			
Ox			
		(Seal)	
		(Seal) ~Borrower	
	Social Security Number		
[Space Below This Line Fir Acknowledgment]			
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	4		
STATE OF ILLINOIS,	OOK County ss:		
the undersigned			
I, THE UNDERSIGNED a Notary Public in and for said county and state SINCE REMARKIED	e, certify thatKATHLEEN A. MACK. A.	.DIVORGED WCMAN NOT	
SINCE REMARRIED personally known to me to be the same person	(s) whose name(s)IS.		
subscribed to the foregoing instrument, appear	ed before me this day in person, and acknowle	edged thatS., he	
signed and delivered the instrument as	HIS free and voluntary act, I	or the uses and purposes therein	
set forth.			
Given under my hand and official seal,	thisday of	APRIL, 1903	
My Commission expires:	Budo		
	"OFFICIAL SEAL" L. PUDOLPH Refar: Peb ic, State of Plinois Dy C rumission Expires 8/7/96	die Ser Schille	
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LOT 4 IN BLOCK 8 IN MINER'S ADDITION TO DUNTON, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH BAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11 BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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