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Return Recorded Doc to:
Bang One Mortgage Corporation
9399 W. Higgins Road 4th Floor
Rosemont, IL 60018
Attn: Post Closing Department



DEPT. OF REVENUE
PROPERTY TAX
3799 S. MICHIGAN ST. CHICAGO, IL 60607
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

9/10/21

MORTGAGE

FIRST AMERICAN TITLE

THIS MORTGAGE ("Security Instrument") is given on **May 27, 1994**. The mortgagor is

GEORGE B. MARTIN AND AGNES G. MARTIN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to **COOK MORTGAGE, INC.**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose
address is **2902 CENTRAL STREET
EVANSTON, IL 60201**

("Lender"). Borrower owes Lender the principal sum of
Two Hundred Thousand and No/100 -----
Dollars (U.S. \$ **200,000.00**).

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 **June 1, 2024**. 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:

INDEX NUMBER 05-35-303-014

SEE ATTACHED LEGAL

which has the address of **414 ISABELLA WILMETTE**
Illinois **60091** ("Property Address");
[Zip Code] [Street, City]

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

MD-6R(IL) (0105)

VMP MORTGAGE FORMS - (313)293-8100 (803)521-7243

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Form 3014 9-90
Amended 5-91

Initials *GM*
AGM

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Document ID: 123456789

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Form 3014 9-90

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and rights now or hereafter attached to or part of the property. All easements and appurtenances shall also be covered by this Security Instrument.

THE BORROWER HEREBY certifies that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, encumber and convey the Property and that the Property is unencumbered, except for encumbrances of record, borrower warrants and other third party interests which may be attached to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT comprises uniform covenants for 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 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 Lender, Borrower shall pay to Lender on the due monthly payments are due under the Note, and the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach to the Property; (b) yearly hazard or property insurance premiums; (c) yearly flood insurance premiums; (d) any other hazard or property insurance premiums payable by Borrower to Lender, in accordance with the provisions of Paragraph 2, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items".

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender or Lender's 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, annually, analyzing the escrow account, or verifying the Funds. 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 law 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 earnings and debits to the Funds and the purpose for which each debit to the Funds was made. The Fund and held by Lender or the amount, permitted to be held by Lender, shall account to Borrower for the amount of the Funds and 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 Escrow Items when the Lender has so notified 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 (12) months after the date of Lender's notification.

If no payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender under Paragraph 2. Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender in 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 prepayment charges due under the Note, second to amounts payable under Paragraph 2; third to interest due month to month; and last to any late charges due under the Note.

4. Charges; Taxes. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property. Borrower shall pay these charges over the term of the loan, and Borrower shall pay them on time directly to the appropriate governmental authority. Borrower shall promptly furnish to Lender receipts evidencing the payments.

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Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Paragraph 4.

Borrower shall pay the amount of the obligation secured by the Note in a manner acceptable to Lender, (b) contest in good faith the lien against the property and enforcement of the lien and legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien and legal proceedings from the holder of the lien in agreement satisfactory to Lender authorizing the lien to remain in force until the Lender determines that any part of the Property is subject to a lien which may attach priority over this lien or more than one lien.

With this deed, generally the lien to the Property against all claims and demands, subject to any encumbrances of record, and covers the Property and that the Property is unencumbered, except for encumbrances of record, borrower warrants and other third party interests which may be attached to the Property against all claims and demands, subject to any encumbrances of record.

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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 month to month; and last to any late charges due under the Note.

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With this deed, generally the lien to the Property against all claims and demands, subject to any encumbrances of record, and covers the Property and that the Property is unencumbered, except for encumbrances of record, borrower warrants and other third party interests which may be attached to the Property against all claims and demands, subject to any encumbrances of record.

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

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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.

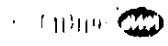
6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the 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

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15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the State in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflict. This provision is intended to survive the invalidity of any provision of this Security Instrument or the Note which is held to be unenforceable.

14. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it to the address for Borrower set forth in the Security Instrument or by first class mail to the address for Borrower set forth in the Security Instrument. Any notice to Lender shall be given by first class mail to Lender's address for notices to Lender. Any notice to Lender shall be given by first class mail to Lender's address for notices to Lender. Any notice to Lender shall be given by first class mail to Lender's address for notices to Lender. Any notice to Lender shall be given by first class mail to Lender's address for notices to Lender.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a fee, which sets maximum loan charges, and that fee is a charge imposed so that the interest or other loan charges collected or to be collected in connection with the loan and the principal amount of the loan shall be reduced by the amount necessary to reduce the charge to the amount of the principal amount of the loan, then such charge shall be reduced by the amount necessary to reduce the charge to the amount of the principal amount of the loan, and to the extent that such charge exceeds the amount of the principal amount of the loan, the excess shall be refunded to Borrower. If a refund is due, the refund shall be made by direct payment to Borrower. If a refund is due, the refund shall be made by direct payment to Borrower.

12. **Successors and Assigns Bound; 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 11. Borrower's consent and agreement shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note as to co-signing this Security Instrument shall be jointly and severally obligated to pay the sums secured by this Security Instrument, and Lender and any other Borrower may agree to extend, modify, forbear or waive any or all of the terms of the Security Instrument, and Lender and any other Borrower may agree to extend, modify, forbear or waive any or all of the terms of the Security Instrument, and Lender and any other Borrower may agree to extend, modify, forbear or waive any or all of the terms of the Security Instrument, and Lender and any other Borrower may agree to extend, modify, forbear or waive any or all of the terms of the Security Instrument.

11. **Borrower Not Released; Forbearance by Lender.** 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 continue providing a loan to any successor in interest of Borrower or otherwise modify amortization of the sums secured by the Security Instrument by reason of a demand made by the original Borrower or Borrower's successors 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.

10. **Insurance.** 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 a reasonable cause for the inspection. In the event 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, the sums secured shall 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 then due.

9. **Insurance.** 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 a reasonable cause for the inspection. In the event 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, the sums secured shall 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 then due.

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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 Reinstale. 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 unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower 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:

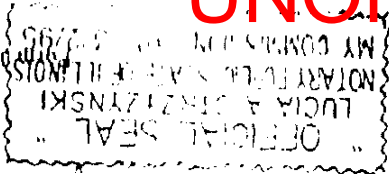
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (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.

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JENNIFER STALLER
BANC ONE MORTGAGE CORPORATION

1000-68111

The instrument was prepared by

My term of office expires _____
I, _____
Notary Public, do hereby certify that the foregoing instrument was duly executed and delivered by the person or persons named therein and that the contents of the instrument are true and correct and that the instrument was duly recorded in the office of the Recorder of Deeds for the County of Cook, Illinois, on this _____ day of _____, 1994.

I, _____
Recorder of Deeds for the County of Cook, Illinois, do hereby certify that the foregoing instrument was duly recorded in the office of the Recorder of Deeds for the County of Cook, Illinois, on this _____ day of _____, 1994.

STATE OF ILLINOIS
Cook County ss:
I, _____ (Seal) Borrower
I, _____ (Seal) Borrower
I, _____ (Seal) Borrower
I, _____ (Seal) Borrower
AGNES G. MARTIN
GEORGE B. MARTIN

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in the instrument examined by Borrower and recorded with it.

- _____
Member Real Rider
- _____
Automatic Payment Rider
- _____
Rain Rider
- _____
Planned Unit Development Rider
- _____
Rate Improvement Rider
- _____
First Family Rider
- _____
Biweekly Payment Rider
- _____
Second Home Rider

24. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the terms and conditions of the Security Instrument as if the riders were a part of this Security Instrument.

1000-68111

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LEGAL DESCRIPTION:

THE WEST 16 2/3 FEET OF LOT 17 AND THE EAST 16 2/3 OF LOT 18 IN BLOCK 1 IN GREGORY'S SUBDIVISION OF THE SOUTH 1/2 OF LOTS 26, 27 AND 28 IN BAXTER'S SUBDIVISION OF PART OF THE SOUTH SECTION OF THE QUILMETTE RESERVE IN SECTION 35, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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