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RECORD AND RETURN	UNO	GE ON	D HOLTGAC	COPY :-
SENIOR INCOME REVE	rse mortgage	QORPORATIO	N	
125 SOUTH WACKER DE CHICAGO, ILLINOIS ( This instrument propared i	50606	300		•
Name:		PUS		94498263
Address:				
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State of illinois

#### ADJUSTABLE RATE MORTGAGE

FHA Case No

131:7606629~912/255

131:7606629

THIS MORTGAGE ("Security Instrument" or "Second Security Instrument") is given on MAY 27 . The mortgagor is GOLDIE ROBERTS , A WIDOW AND NOT SINCE REMARRIED 1994

11.44 NORTH KEDZIE AVENUE ai anorbba eachw CHICAGO, ILLINOIS 50645

("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, S.W., Washington, DC 20410 ("Lender" or "Secretary"). Porrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the tens of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Note"). This S curity Instrument secures to Lender: (a) the repayment of the debt evidenced by the Second Note, with interest, and all relievals, extensions and modifications, up to a maximum principal amount of ; (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the 120,000.00 security of this Security Instrument or other ise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Second Note. The full debt, including amounts described in (a), (b), and (c) above, if not paid er rier, is due and payable on MARCH 29 . 2067 . For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in COOK County, Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

DEPT-01 RECORDING

\$33.50

T#0000 TRAN 7982 06/06/94 15:00:00

#9611 # CJ \*

COOK COUNTY RECORDER

which has the address of

7141 NORTH KEDZIE AVENUE

**CHICAGO** 

ILLINOIS

60645

("Property Address");

[City]

(State)

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixture) 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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is only encumbered by a First Security Instrument given by Borrower and dated the same date as this Security Instrument ("First Security Instrument"). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Second Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement. Lender may require Borrower to pay specified property charges directly to the party owed payment even though Lender pays other property charges as provided in this Paragraph.



Property of Cook County Clark's Office

S. Pire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by Lender. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss psyable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Borrower and to Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, 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 first to the reduction of any indebtedness under the Second Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Preservation and Maintenance of the Property, Leaseholds. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is eved the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly

discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the

Loan Agreement and shall be secured by this Security Instrument.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the I can Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose

for the inspection or appraisal which must be related to Lender's in east in the Property.

7. 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 place of condemnation shall be paid to Lender and Borrower jointly. The proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary for the Home Equity Conversion Mortgage

Insurance Program.

9. Grounds for Acceleration of Debt.

- (a) Due and Payable. Lender may require immediate payment in full of all sums coursed by this Security Instrument if:
- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) A Borrower conveys all of his or her title in the Property and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than ninety-nine years which is renevable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest & rower; or
- (iii) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (iv) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (v) An obligation of the Borrower under this Security Instrument is not performed.

"Principal residence" shall have the same meaning as in the Loan Agreement.

- (b) Notice to Lander. Borrower shall notify Lender whenever any of the events listed in this Paragraph 9 occur.
- (c) Notice to Borrower. Lender shall notify Borrower whenever the loan becomes due and payable under this Paragraph 9. Lender shall not have the right to foreclose until Borrower has had thirty (30) days after notice to either:
  - (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
  - (ii) Pay the balance in full; or
  - (iii) Sell the Property for at least ninety-five percent (95%) of the appraised value and apply the net proceeds of the sale toward the balance; or
  - (iv) Provide the Lender with a deed in lieu of foreclosure.
- (d) Trusts. Conveyance of a Borrover's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interest in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph.

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10. No Deficiency Judgments. Derrower shall have no personal liability for payment of the debt. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Property is foreclosed.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the mortgage lien.

12. Second Lien Status.

(a) Modification. If state law limits the second lien status of this Security Instrument as originally executed and recorded, to a maximum amount of debt or a maximum number of years, or if state law otherwise prevents the Lender from making Loan Advances secured by the first or second lien, Borrower agrees to execute any additional documents required by the Lender to extend the second lien status to an additional amount of debt and an additional number of years and to cause any other liens other than the First Security Instrument to be removed or subordinated as provided in the Loan Agreement. If state law does not permit extension of the second lien status, whether or not due to any action of the Borrower, then for purposes of Paragraph 9 Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) Tax Deferral Programs. Borrower shall not participate in a real estate tax deferral program, if any liens created by

the tax deferral are not subordinate to this Security Instrument.

(c) Prior Liens. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in which is to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien oy, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

13. Relationship to First Security Instrument.

(a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(iX1)(A) of the facional Housing Act and the Loan Agreement, the Secretary has required Borrower to grant this Second Security Instrument of the Property to the Secretary.

(b) Relationship of First and Second Security a struments. Payments made by the Secretary shall not be included

in the debt under the First Note secured by the First Security Instrument unless:

(i) The First Security Instrument is assigned to the Secretary or
(ii) The Secretary accepts reimbursement by the holder of the First Note for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments but excluding late charges paid by the Secretary, shall be included in the debt under the First Note.

(c) Effect on Borrower. Where there is no assignment or remain sement as described in (b)(i) or (ii) and the Secretary

makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the First Note, or pay any rents and revenues of the Property under Paragraph 19 to the holder of the First Note or a receiver of the Property, until the occurrency has required payment in full of all outstanding principal and accrued interest under the Second Note held by the Secretary and secured by the Second Security Instrument; or
- (ii) Be obligated to pay interest or shared appreciation under the First Note at Law time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the First Note.
- (d) No Buty of the Secretary. The Secretary has no duty to the holder of the First Note to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though the holder of the First Note may be unable to collect amounts awed under the First Note because of restrictions in this Paragraph 13.
- (e) Restrictions on Enforcement. Notwithstanding anything else in this Security Instrumer.t, are Borrower shall not be obligated to comply with the covenants hereof, and Paragraph 19 shall have no force and effect, whenever there is no outstanding belance under the Second Note.
- 14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remaily shall not be a waiver of or preclude the exercise of any right or remedy.
- 15. Joint and Several Liability. Borrower may not assign any rights or obligations under this Security Instrument or under the Second Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.
- 16. 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 another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph.
- 17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Second Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Second Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Second Note are declared to be severable.

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19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower's Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or

Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19, except as provided in the First Security Instrument.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies

provided in this Pay agraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

% which accrues 21. Adjustable Rate Feature. Under the Second Note, the initial stated interest rate of 6.8300 on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be haved upon the workly average yield on United States Tronsury Securities adjusted to a constant maturity of one year ("Index") plus a margin. The Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H.15 (519). If the Index is no longer available, Lender will be required to use any index prescribed by the Department of Housing and Urban Development. The new index will have an historical movement substantially similar to the original index, and the new index and margin will result in an annual percentage rate that is substantially similar to the rate in effect at the time the original index becomes unavailable.

Lender will perform the calculations of scribed below to determine the new adjusted interest rate. The interest rate may , and on that day of each succeeding year ("Change Date") until the loan is repaid in change on JULY 01, 1995

full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the New interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate"). The Culculated Interest Rate can lot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Intiret Interest Rate. The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitations and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

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.

Tin College Co 23. Waiver of Homestead. Borrower waives all right of homestead exercicion in the Property.

[Check applicable box(es)]		e rider(s) were a part of this Security Instrument.
Condominium Rider Other(s) [specify]	Shared Appreciation Rider	Planned Unit Development Rider
BY SIGNING BELOW, Borrower a any rider(s) executed by Borrower and		ants contained in this Security Instrument and in
Witnesses:		
Name:	GOMOTE ROBE	RTS (Seal)
Name:	-	-Borrower
2000		
STATE OF ILLINOIS	[Space Below This Line For Acknowledge , COOK	County se:
widow and not since remarking to me to be the same person(s) whose na person, and acknowledged that act, for the uses and purposes therein set Given under my hand and official sea	signed and delivered the said inc	, personally known sing instrument, appeared before me this day in strument as free and voluntary
My Commission Expires: 9/2/57	12 4p. K	
My Commission Expires: 9/21/37	} KELL	SEAL"  JOHNSKY  SEAL"  JOHNSKY  SIC STATE OF ILLINOIS  SSION EV. 1955 9/21/97
My Commission Expires: 9/21/37	OFFIC KELL	TAL SEAL"

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#### **CONDOMINIUM RIDER**

FHA Case No. 131:7606629-912/255

131:7606629

THIS CONDOMINIUM RIDER is made this 27TH MAY 1994 day of , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to SECRETARY OF HOUSING AND URBAN DEVELOPMENT ("Lender") of the same date and covering the property described in the Security Instrument and located at:

7141 NORTH KEDZIE AVENUE, CHICAGO, ILLINOIS 60645

(Property Address)

The Property Address includes a unit in, together with an individual interest in the common elements of, a condominium project known as:

WINSTON TOWERS CONDOMINIUM NUMBER 5

(Name of Condominium Project)

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holes litle to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender finther covenant and agree as follows:

- A. So long as the Owner's Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring alt property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender and the Secretary require, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waiver the provision in Paragraph 2 of the Security Instrument for the payment of the premium for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 3 of the Security Instrument to maintain hazard ir surance on the Property is deemed satisfied to the extent that the required coverage is provided by the Owner! Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lied of rectoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums would by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.
- C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms ( ) syment, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions cout uned in this Condominium Rider.

Qualdie	Roberts	(SEAL)
GOZDIE ROBERTS		Borrower

(SEAL) Borrower

Property of Cook County Clerk's Office

Loan #131:7606629

#### LEGAL DESCRIPTION RIDER

#### LEGAL DESCRIPTION:

#### PARCEL 1:

UNIT 205 IN WINSTON TOWERS CONDOMINIUM NUMBER 5, AS DELINEATED ON THE SURVEY OF CERTAIN LOTS OF PARTS THEREOF IN SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THYRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLERATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT 21906206, IN COOK COUNTY ILLINOIS, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION

#### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENT DATED JUNE 3, 1968 AS DOCUMENT 20520336 MADE BY WINSTON GARDENS, INCORPORATED, OF ILLINOIS, AND AS CREATED BY THE DEED FROM CENTEX HOMES CORPORATION, A NEVADA CORPORATION. TO BETTY R. DAUBER DATED JUNE 7, 1972 AND RECORDED JUNE 13, 1972 AS DOCUMENT NUMBER 21936791, FOR VEHICULAR INGRESS AND EGRESS, IN COCA COUNTY, ILLINOIS.

P.I.N. #10-36-100-015-1015

Commonly known as: 7141 N. Kedzie Avenue Chicago, IL 60645

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Property of Coot County Clert's Office

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