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SI 387601

DEPT-01 RECORDING \$33.00
T91111 CAN 5039 04/28/94 10:21:00
48190 4-94-381286
COOK JUNTY RECORDER

(Space Above This Line for Recording Data)

This instrument prepared by
and should be returned to:

JENNIFER FORTNER

THE FIRST NATIONAL BANK OF CHICAGO
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

MORTGAGE

DEPT-01 RECORDINGS \$33.50
T99999 TRAN 2757 02/04/94 15:35:00
42079 4-94-120451
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on
ALAN L. LANDAY AND DEBRA SIMBLER LANDAY, MARRIED TO EACH OTHER

JANUARY 6, 1994

The mortgagor is

("Borrower"). This Security Instrument is given to THE FIRST NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670 ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED SEVENTY THOUSAND & 00/100

Dollars (U.S. \$ 270,000.00).

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 FEBRUARY 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:
THIS DOCUMENT IS BEING RE-RECORDED TO ADD THE DATE TO THE NOTARY SECTION

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. # : 16-06-219-025

94744136

02
(Street, City),

which has the address of
Illinois

1005 N. EAST AVENUE, OAK PARK
60302 ("Property Address");
(Zip Code)

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

MDR-6R(IL) (91d5)

VNP MORTGAGE FORMS • (312) 449-8100 • (800) 621-7291

Page 1 of

Form 3014 9/90
Amended 6/91
Indefinitely33
33

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Form 301a 6/90
10

of the Note, or through direct action within 10 days of the signing of note. Security instrument, Lender may give Borrower a notice demand of the Note. Borrower shall satisfy the loan or take one or more steps to satisfy the Note if Lender demands that any part of the Note is unpaid to a loan which may ultimately cover this Note. Security instrument will be held by Lender until such time as Lender has the right to do so under this Note. Borrower shall satisfy the loan or take one or more steps to satisfy the Note if Lender demands that any part of the Note is unpaid to a loan which may ultimately cover this Note. Security instrument will be held by Lender until such time as Lender has the right to do so under this Note.

by, or otherwise approves continuation of the loan in, itself provides witness to the Lender's signature to provide in writing to the party named in the continuation agreement so named by the Lender in a manner acceptable to Lender (b) constitutes in good faith the holder of the party named in the continuation agreement so named by the Lender in a manner acceptable to Lender; (a) agrees in writing to the party named in the continuation agreement so named by the Lender in a manner acceptable to Lender to pay the party named in the continuation agreement so named by the Lender in a manner acceptable to Lender to provide in writing to Lender receipts evidencing the payments.

person and of payment. However, such property belongs to Lender all rights to be paid under this paragraph, if

deposits, "the number provided in paragraph 2, or if not paid in full amount, Borrower shall pay them on time directly to the

which may arise partly over this Security instrument, and borrowed funds or forward loans, if any, Borrower shall pay them directly to the

3. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

held by Lender to interest due; fourth, to principal due, and last, to any late charges due under the Note.

1 and 2 shall be applied first, to any payable when charges due under the Note, second, to amounts payable under paragraphs 2;

4. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under paragraphs

Security instrument

however, shall apply any funds held by Lender at the time of acquisition of sale as a credit against the sums secured by this Note.

Upon payment in full of all sums accrued by this Security instrument, Lender shall promptly refund to Borrower any funds

monthly payments, at Lender's sole discretion.

to Lender the amounts necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve

months sufficient to pay the Escrow items within due, Lender shall settle account with the Borrower shall pay

the excess funds in accordance with the requirements of applicable law, in the amount of the funds held by Lender at any time is

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for

any amount exceeding of the Funds, showing credits and debits to the Funds and the balance for which each debit to the Funds was

Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, without charge, an

unless otherwise directed to be paid, Lender shall be required to pay Borrower any interest or earnings on the Funds, Borrower and

Lender in connection with this loan, unless applicable law provides otherwise, unless an agreement is made or applicable law

however, Lender may require Borrower to pay a one time charge for an independent real estate tax reporting service used by

the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge.

Lender may not charge Borrower for holding and applying the Funds, annually multiplying the account, or verbally

Lender, if Lender is such an institution, or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including

otherwise in accordance with applicable law.

estimable the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or

amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender may

amounted from time to time, 2 U.S.C. Section 2601 et seq., ("RESPA"), unless another law applies to the Funds set in lesser

mortgage loan and for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related

provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

(e) yearly mortgage insurance premiums, if any; (f) any sums payable by Borrower to Lender, in accordance with the

any; (g) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (h) yearly leasedhold premiums;

or ground rents on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly lease

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly pay

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

1. Payment of Premium and Interest: Prepayment and Late Charge. Borrower shall promptly pay when due

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

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

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

BORROWER COVENANTS that Borrower is lawfully seized of the cause hereby created and has the right to mortgage,

All of the foregoing is reflected to in this Security instrument as the "Property".

features now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument.

TOGETHER WITH all the improvements now or hereafter created on the property, and all easements, appurtenances, and

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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 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 the same are then due.

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

11. Borrower Not Released; 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 commence 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 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.

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 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 co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this 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 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 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 reduction 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 another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to 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 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 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 conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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MP-BR(II) (1990)

be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve
one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to be
substantially equivalent mortgageloss insurance coverage previously in effect, from an ultimate mortgage lapse in equal to
cost to Borrower of the mortgage insurance previously in effect, from an ultimate mortgage lapse in equal to
obtain coverage substantially equivalent to the mortgage insurance previously in effect, in a cost substantially equivalent to the
mortgage insurance coverage required by Lender in cases of losses to be in effect, Borrower shall pay the premiums required to the
instrument, Borrower shall pay the mortgage insurance in effect, if, for any reason, the
Borrower shall receive any amount disbursed by Lender under this Security instrument at the Note rate and shall be liable to Borrower for recovering payment.
B. Mortgageloss Insurance. If Lender receives any amount disbursed by Lender under this Security instrument at the Note rate and shall be liable to Borrower, with interest, upon notice from Lender to Borrower to pay the
instrument, unless otherwise and Lender agrees to older terms of payment, these amounts shall bear interest from the date of
any amount disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security
does not have to do so.

C. Fees and Expenses. Fees and expenses on the Property to make repairs, although Lender may take action under this paragraph 7, Lender
paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable
for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender's actions may include
proceeding in bankruptcy, probable, for condemnation or forfeiture or to enforce laws or regulations, when Lender may do and pay
this Security instrument, or where it is legal proceeding that may significantly affect Lender's rights in the Property (such as a
loan application process, gave materially false or inaccurate information to statements to Lender (or failed to provide Lender with
debt and remedies, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that
otherwise negatively impact the lien created by this Security instrument or Lender's security interests, Borrower may cure such a
proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or
allow the Property to deteriorate, or commit waste on the Property, Borrower shall be in default if any failure action or
examination exists which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property
date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless
this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the
Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of
prior to the acquisition.

D. Occupancy, Preservation, Maintenance and Protection of the Property. Borrower's loan applicable easements,
Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument immediately
21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the
the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments, if under paragraph
unless Lender has otherwise agreed in writing, any application of proceeds to possession
by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

E. Sale of the Property. Lender may collect the insurance proceeds, Lender may use the proceeds to restore the Property or to pay sums accrued
Property, or does not answer within 30 days from Lender that the insurance carrier has offered to settle a claim, then
secured by this Security instrument, whether or not then due, with any excess paid to Borrower, if Borrower abundant the
repaar is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums
Property damaged, if the restoration of repair is economically feasible and Lender's security is not lessened, if the restoration of
unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to the restoration or repair of the
may take product of loss if not made promptly by Borrower.

F. Insurance Policies and Renewal Notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender
have the right to hold the policies and renewals. If Lender and shall give to the insurance carrier all receipts of paid
All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, Lender shall
coverage to protect Lender's rights in the Property in accordance with paragraph 7.

G. 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
to insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not
require, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender
is required to hold the policies and renewals. If Lender and shall include a standard mortgage clause, Lender shall
be uninsuredably within coverage described above, Lender may, in Lender's option, obtain
recovery. This insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not
be uninsuredably within coverage described above, Lender may, in Lender's option, obtain
loss.

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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 box(es))

- Adjustable Rate Rider
- Condominium Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Balloon Rider
- Rate Improvement Rider
- V.A. Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, 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.

Witnesses:



ALAN Z. LANDAY

(Seal)

-Borrower

DEBRA ZIMBLER LANDAY

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF ILLINOIS,

County ss: Cook

I, the undersigned, a Notary Public in and for said county and state do hereby certify that ALAN Z. LANDAY AND DEBRA ZIMBLER LANDAY, MARRIED TO EACH OTHER

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY he signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of January 1994.

My Commission Expires:

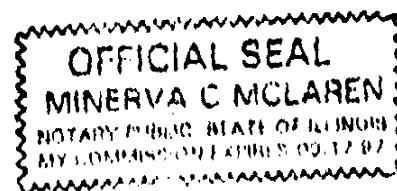
9.17.97

Notary Public

This instrument was prepared by:

CRIL (IL) (8106)

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Form 3014 9/90

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16. Borrower's Copy. Borrower shall be given one 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 and Borrower is not a natural person, Lender's prior written consent, Lender may require payment in full of all sums secured by this Security Instrument, if Lender is entitled (or if it is demanded) for its exercise of the right of acceleration of this instrument. However, this option shall not be exercised if exercise is prohibited by federal law as of the date of this instrument. If however, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, Lender's prior written consent, Lender may, at its option, require payment in full of all sums secured by this Security Instrument, if Lender is entitled (or if it is demanded) for its exercise of the right of acceleration of this instrument.

18. Borrower's Right to Remit. If Borrower meets certain conditions, Borrower shall have the right to have this Security Instrument without further notice or demand on Borrower.

19. Sale of Note. If a party interests in the Note in the Note (together with this Security acceleration under paragraph 17).

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances due to any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the Property and any Hazardous Substance or Environmental law and to maintain title to the Property.

21. Acceleration of Agreements. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any agreement 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) the applicable law (unless otherwise specified); (d) the date the notice is given to Borrower, by which the default must be cured; and (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the notice may result in acceleration of the sums secured by this Security Instrument, unless Borrower has given notice to Lender to accelerate the date specified in the notice may result in acceleration of the sums secured by this Security Instrument without further notice or demand on Borrower.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to, reasonable attorney fees and costs of title evidence shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney fees and costs of title evidence that be entitled to collect further demand and may foreclose this Security Instrument by judicial proceeding. Lender Security Interest without further demand and may foreclose this Security Instrument by judicial proceeding. Lender's right to accelerate after notice, Lender, in its option, may require immediate payment in full of all sums secured by this date specified in the notice, Lender, in its option, may require immediate payment in full of all sums secured by this date specified or any other date after acceleration and foreclosure. If the default is not cured on or before the date specified or the right to accelerate after acceleration and foreclosure, Lender may require immediate payment in full of the sums secured by this Security Interest by judicial proceeding and sale of the property. The notice shall further inform Lender to cure the date specified in the notice the date specified in the notice may result in acceleration of the sums secured by this Security Interest by judicial proceeding and sale of the property.

23. Waiver of Foreclosure. Borrower waives all right of homestead exception in the Property.

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REAL ESTATE TAX I.D. #: 16-06-219-025

94120451

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THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
1/4 OF SECTION 6, TOWNSHIP 39 NORTH RANGE 13, EAST OF THE
THE EAST 17 ACRES OF THE SOUTH 25 ACRES OF SECTION 5 AND
OF THE SOUTH 85 ACRES OF THE NORTHEAST 1/4 OF SECTION 5 AND
THE SOUTHERN COURTHOUSE COMMISIONERS PARTITION OF THE SOUTH 1/2
OF THE WEST LINE OF NORTH ELMWOOD AVENUE PRODUCED NORTH IN
PRINCIPAL MERIDIAN, AND ALSO THAT PART OF LOT 12 LYING WEST
SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD
WEST 40 ACRES OF THE SOUTH 50 ACRES OF THE NORTHEAST 1/4 OF
PARK, BEING A SUBDIVISION OF THE EAST 23.43 ACRES OF THE
THE NORTH 1/2 OF LOT 40 IN NORTHEAST AVENUE ADDITION TO OAK
PRINCIPAL MERIDIAN, AND ALSO THAT PART OF LOT 12 LYING WEST
OF THE WEST LINE OF NORTH ELMWOOD AVENUE PRODUCED NORTH IN
THE SOUTHERN COURTHOUSE COMMISIONERS PARTITION OF THE SOUTH 1/2
THE EAST 17 ACRES OF THE SOUTH 25 ACRES OF SECTION 5 AND
1/4 OF SECTION 6, TOWNSHIP 39 NORTH RANGE 13, EAST OF THE NORTHEAST
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION RIDER COOK COUNTY RECORDER
45037-CG #94-744-136
• T41111 TRM 435d 08/24/94 10:13:00
• DEPT-01 RECORDING \$33.00

OAK PARK, IL 60302
1005 N. EAST AVENUE
LOAN # 0000541507

Telephone: (312)732-4000

One First National Plaza
Chicago, Illinois 60670

Mail Suite 2106

The First National Bank of Chicago
FIRST CHICAGO

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