(Monthly Payments including Interest)

	thereto, including any warrenty of merchan				
The second second					
	ideJune.				
between SADA,	Inc., an Illinois	_corporation			:
4400	West Thome				
Chica	go, Illinois			<u> 1212-11. 19</u>	AAD BA
(NO AND herein referred to as "Mo		CITY) (STATE) n A. Malato		11 -4 41 41 41 4	\$23.50
				TRAN 7289 10/05/94 12:3 EB *-94-862	
77 Mant M	sublination Chiorage	- 731 Looka		COUNTY RECORDER	
(NO, AND	ashington, Chicago,	CITY) (STATE)			
herein referred to as "Tr	stee," witnesseth: That Wheten	is Mortgegors are justly indebi	ed The Above	Space For Recorder's Use Only	
herewith, executed by M	ortgagors, made payable to Beat	er and delivered, in and by wh	ich Dollars (\$200	000)	
Dollars, and interest from	June	on the balance of principa	tremaining from time to time o	apaid at the rate of per cer	at .
per annum, such principa	ly kn and interest to be payable i	in installments as follows: II	terest only on th	e 30th day of December	<u>r _ 1994</u>
Dollars on the 30th	dar or <u>March</u> , 199	95, and <u>a</u>		K DOKKK	ĸ
shall be don on the 1	KKISICANKMAHKAKAHKA St. 1946 June	LH XXXXI HINAKH XXXXIXI 20. 21. 20. 21. 20. 21. 21. 21. 21. 21. 21. 21. 21. 21. 21	[MXNXXXIII final payment of pri	ncipal and interest, if not sooner pair	1. .
				denced by said note to be applied fire linstallments constituting principal, t	
the extent not paid when	due, to bear interest after the di	ate for payment thereof, at the	rate of	r annum, and all such payments bein	R
holder of the note may, fr	om time to time, ir wating uppoi	int, which note further provide	that at the election of the legal	. Or at such other place as the legs bolder thereof and without notice, th	al c
case default shall occur in	inpaid thereon, together with act the payment, when due, ni my in	crued interest thereon, shall bustuliment of principal or interest	ecome at once due and payable ist in accordance with the term	, at the place of payment aforesaid, i s thereof or in case default shall occu	n ir
and continue for three da expiration of said three d	ys in the performance of ar / it he ays, without notice), and If at all	er agreement contained in this" I purifies thereto severally waiv	Frust Deed (in which, event elec e presentment for payment, no	rainum, and all such payments bein, or at such other place as the legs bolder thereof and without notice, th , at the place of payment aforesaid, is shereof or in ease default shall occu- tion may be made at any time after th tice of dishunor, protest and notice a	e of
NOW THE DEFOU	2 to recure the payment of the a	uld no incided sum of manay and	internet in anonadaman ministrati	manner increasion and the development of	
above mentioned note an also in consideration of t	d of this Trust Deed, and the per she sum of One Dollar in hand p	ormance of the covenants and a	igreements herein contained, b reby acknowledged, Mortgago	erins, provisions and imminiums of in y the Mortgingors to be performed, any rs by these presents CONVEY ANI state, right, title and interest therein	d S
WARRANT unto the Ti	ustee, its or his successors and a	assign, the following describe	d Real Estate and all of their e	state, right, title and interest therein AND STATE OF ILLINOIS, to wit),
situate, lying and being it	1110	West - Land COUN	IYOF MUOK	AND STATE OF ILLINOIS, to wil	l:
Lot 23 in	Block 1 in Ashland	Addition to Rave	nswood, a Subdivi	sion of	
	lying southwest of				
	1/4 (except the so 7, Township 40 Nort				1000
	in Cook County, Il		or ene curre britt	cipai	
			/ x	12 AT	
grand and the second of the second	Committee of the Commit	and the second of the second o	/ 1	A A CO A	
	hereinafter described, is referred			94862547	
	ndex Number(s): 14-17-3	109-031		94862344	
	ndex Number(s): 14-17-3			9486254*	
Permanent Real Estate I Address(es) of Real Esta TOGETHER with a during all such times as N secondarily), and all fixtu- and air conditioning (wh awnings, storm doors an mortgaged premises whet articles hereafter placed i TO HAVE AND TO herein set forth, free from Mortgagors do hereby ex The name of a record ow	ndex Number(s): 14-17-3 le: 1434 We le: 1434 We let in 1434	est Warner, Chicac ements, and appurtenances the to (which rents, issues and pro- ticles now or hereafter therein- portolled), and ventifation, incor- tor beds, stovez and water hea- r not, and it is agreed that all the their successors or assigns sha- their successors or assigns sha- aid Trustee, its or his successor d by virtue of the Homestead E	reto belonging, an' all ents, is fits are pledged prime "and o or thereon used to sup ily heat, luding (without restricting the lets. All of the foregoing as a diffings and additions and ad in il be part of the mortgaged press and assigns, forever, for the pixemption Laws of the State of corporation	mes and profits thereof for so long an a parity with said real estate and migas, water, light, power, refrigeration foregoing), screens, window shades estated and agreed to be a part of the bills, or other apparatus, equipment of itses. others, and upon the uses and trust thuse's, which said rights and benefit	n c y S
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2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mertgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the sante or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable alterneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice are, with interest thereon at the rate of nine percent per annum, baction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the helicits of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the vanishy of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each is no indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default mail occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured in ill become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage dev. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and excuses which may be paid or incurred by or on behalf of Trustee or holders of the note for altorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended a ter entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar dam and assurances with respect to litle as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall be come so much additional indebtedness secured hereby and immediately and appeals, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (1, 1, 1) appenditures and expenses of the nature in this paragraph mentioned shall be come so much additional indebtedness secured hereby and immediately in the foreclose whether or holders of the note in connection with (1, 1, 1) appenditures and expenses of the nature in this paragraph mentioned shall be come so much additional indebtedness secured hereby and immediately independent of the note in connection with (1, 1, 1) appenditures and expenses of the nature in this paragraph mentioned shall be come so mu

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedings. It dillocal to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining univaid, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then view of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents issues and profits of said premises during the pendency of such foreclosure suit and, in case of a rale and a deficiency, thiring the full statutory period for redemption, whether there be redemption or not, as well as during any further times the Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become appeared to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and a sliciency.

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Truster by obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustees unby accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

The Installment Note mentioned in the within Trust Deed has been

THE

identified herewith under Identification No.

tyl C. Meloto

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

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- 7. INSPECTION: Lender may make on Cause to be made reasonable entries upon and inspections of the Property, providing that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- 8. CONDEMNATION: The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or part thereof, 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 Mortgage, with the excess, if any, paid to the Borrower. In the event of a partial taking of the property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sum secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

- 9. BORROWER NOT RELEASED: Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 10. FORBEARANCE BY LENDER NOT A WAIVLE: Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or proclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 11. REMEDIES CUMULATIVE: All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 12. SUCCESSORS AND ASSIGNS BOUND, JOINT AND SEVERAL LIABILITY, CAPTIONS: The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 13. NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice addressed to Borrower by regular first class mail at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail; return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 14. GOVERNING LAW, SEVERABILITY: This Mortgage shall be governed by the law of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

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- 15. TRANSFER OF THE PROPERTY, ASSUMPTION: If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or snoumbrance subordinate to this Mortgage which does not relate to a transfer of rights of occupancy in the Property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or tenant by the entirety, (d) the grant of any leasehold interest of three years or less not containing an option to purchase, (e) a transfer, in which the transferee is a person who occupies or will occupy the Property, which is (1) a transfer to a relative resulting from Borrower's death, (2) a transfer where the Borrower's spouse or child(ren) becomes an owner of the Property, or (3) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the Borrower's spouse becomes an owner of the Property, or (f) a transfer to an inter vivios trust in which the Borrower is and remains the beneficiary and occupant of the Property, unless as a condition precedent to such transfer, the Borrower refuses to provide the lender with reasonable means acceptable to the Lender by which the Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy, Lender may, at Lender's option, and without notice to Borrower, declare all the sums secured by this Mortgage in the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the loan hereby secured.
- 16. ACCELERATION, REMEDIES: Upon Borrower's default in the performance of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender may at its option, and without notice to Borrower, declare due and payable all sums secured by this Mortgage and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect after default, all estimated and actual expenses incurred by reason of said default, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, apstracts, and title reports.
- 17. ASSIGNMENT OF RENTS, APPOINTMENT OF RECEIVER, LENDER IN POSSESSION: As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; provided, that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rants as they become due and payable.

Upon acceleration under paragraph 16 here of or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents accurally received.

- 18. FUTURE ADVANCES: The Holder of the Note secured by this Mortgage is obligated to make advances of principal as requested from time to time for a period no longer than the maturity date stated on the reverse side, or unless extended pursuant to paragraph 22, unless the amount requested when added to the then outstanding principal balance would exceed the Maximum Amount, or there shall then exist a default under the terms of the Note or Mortgage, or there shall then exist a federal, state, or local statute, law, or ordinance, or a decision by any tribunal which (in the reasonable opinion of any Holder of the Note) adversely affects the priority or validity of the Note or this Mortgage, or the Borrower shall no longer own the Property, or the Borrower is involved in bankruptcy or insolvency proceedings. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the Maximum Amount.
- 19. RELEASE: Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower and also pay all costs of recordation, if any.
- zc. WAIVER OF HOMESTEAD: Borrower hereby waives all right of homestead exemption in the Property.

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21. REDEMPTION OF WAIVER: Except where this Mortgage covers any land which, at the time of execution thereof, is improved with a dwelling for use by not more than six families or is given to secure a loan to be used, in whole or in part, to finance the construction of dwelling for use by not more than six families and except where this Mortgage covers any land which, at the time of execution thereof, is used or intended to be used for agricultural purposes, the Borrower hereby waives any and all rights of redemption from sale under any order of foreclosure of this Mortgage, on behalf of the Borrower, the Borrower's estate and all persons beneficially interested therein, and each and every person to the full extent permitted by the provisions of applicable law.

22. RIGHT TO EXTEND: The Maturity Date, from time to time, may be extended for such time and upon such conditions as may be mutually agreed upon by Lender and Borrower; provided, however, in no event shall the maturity Date be extended beyond a date more than twenty (20) years from the date of this Mortgage. NOTHING CONTAINED HEREIN SHALL IN ANY WAY OBLIGATE LENDER TO GRANT ANY EXTENSIONS OF THE MATURITY DATE. The extension of the Maturity Date, if any, shall not, unless otherwise agreed to, affect any of the terms, covenants and conditions of this Mortgage which shall remain in full force and effect throughout any of said extension periods.

IN WITHESS WHEREO! Borrower has executed this Mortgage.

Eertle KEITH JAMESON

Borrower's Signature:

ameson

JÄMEŠON CYNTHIA J. Borrower's Signature:

Borrower's Signature:

Borrower's Signature:

STATE OF ILLINOIS))ss COUNTY OF (100K)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that A. Keith Jameson and Cynthia J. Jameson, his wife, as joint tenants personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instruments as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this September 26, 1994

My Commission expined "OFFICIAL SEAL" CLAUDIA MADRIGAL Notary Public. State of Illinois My Commission Expires 8/13/98

Public Signature:

THIS INSTRUMENT WAS PREFARED BY AND MUST BE MAILED TO:

Avondale Federal Savings Bank 20 North Clark Street Chicago, Illinois

PMTGI1&2 02/16/93

Property of Cook County Clerk's Office

EXHIBIT "A"

LEGAL DESCRIPTION:

THE NORTH 55 FEET OF LOT 11 AND THE SOUTH 20 FEET OF LOT 10 (EXCEPT AS MEASURED ALONG A LINE AT RIGHT ANGLES TO THE SOUTH LINE OF LOT 11) ALSO ALL THAT PART OF THE VACATED ALLEY LYING EASTERLY OF AND ADJOINING SAID PREMISES BOUNDED ON THE NORTH AND SOUTH BY THE NORTH AND SOUTH LINES OF THE PREMISES AS EXTENDED ALL IN BLICK 1 IN SARAH CRAINS SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Or Coot County Clark's Office

PIN NUMBER: 11-19 113-023 VOL. 058

1025 RIDGE CT PROPERTY ADDRESS:

EVANSTON, IL, 60202

LOAN NUMBER: 709104993

LEGAL 03/06/93

Property of Coot County Clerk's Office