

50109157-1

95444571

DEPT-01 RECORDING 133.50  
 T20001 TRAM 8767 07/10/95 15:15:00  
 F5987 # TD H-25-444571  
 COOK COUNTY RECORDER

Levy title  
 415 N. LaSalle/Suite 402  
 Chicago, IL 60610

[Space Above This Line For Recording Date]

Prepared by \_\_\_\_\_ G.E. CAPITAL MORTGAGE SERVICES, INC.

**MORTGAGE**

95444571

THIS MORTGAGE ("Security Instrument") is given on JULY 7TH, 1995  
 The mortgagor is LESSIE MANNAH, DIVORCED AND NOT SINCE REMARRIED

MUNICIPAL

("Borrower"). This Security Instrument is given to G.E. CAPITAL MORTGAGE SERVICES, INC.,  
 which is organized and existing under the laws of NEW JERSEY, and whose address is

3 EXECUTIVE CAMPUS P.O. BOX 5039, CHERRY HILL, NJ 08034-0389 ("Lender").  
 Borrower owes Lender the principal sum of FORTY NINE THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 49,500.00). 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 JULY 12, 2015. 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:

TAX ID #: 25-02-414-035 VOL. 282

*VIX* SEE SCHEDULE A ATTACHED  
 LOT 71 IN BLOCK 2 IN CHESTER C. BROOME'S SUBDIVISION  
 OF THE EAST HALF OF THE SOUTH WEST QUARTER OF THE NORTH WEST QUARTER OF THE SOUTH EAST  
 QUARTER AND THE EAST HALF OF THE NORTH WEST QUARTER OF THE SOUTH WEST QUARTER OF THE  
 SOUTH EAST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD  
 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 9338 S. KIMBARK

CHICAGO

Illinois

60619

[Street]

[City]

(Zip Code)

("Property Address");

50  
 33/CH

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3. Application of Penalties. Unless otherwise 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 paragraphs 2, third, to interest due, to principal due and last, to any late charges due under the Note.

4. Charges. Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall appeal to Borrower for the excess Funds held by Lender within 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 within due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months, at Lender's sole discretion.

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 date monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," Lender may require loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as extended from time to time, 12 U.S.C. Sec. 2601 et seq. ("RESPA"). Unless another law applies to the Funds sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items, or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose depositors are insured by a federal agency, insurmountably, or entity including Lender, if Lender is 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 Escrow Items, unless Lender pays Borrower to pay a one-time charge for an independent real estate broker who may receive a commission in connection with the escrow services provided otherwise. Unless an agreement is made or applicable law requires Lender to be paid, Lender shall not be entitled 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 the Funds, Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall be entitled to pay Borrower any interest or earnings on the Funds.

UNIFORM COMMERCIAL CODE  
ARTICLE 9 - SECURITY INTERESTS  
Section 9-312. Borrower and Lender govern their conduct as follows:

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, appurteñances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".  
**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey title. Property is unique number, except for encumbrances of record. Borrower warrants and will defend generally title to the Property against all claims and demands, subject to any encumbrances or record.

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, 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 (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 curing 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.

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12. Successors and Assigns; Bound; Joint and Several Liability; Co-signers. The coverants 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 mortgagee, grant and convey title to property under the terms of this Security instrument and (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, forgive or make any accommodations with regard to the terms of the Security instrument or the Note without first giving notice to the other Borrower.

Borrower or Borrower's successors in interest. Any lender in exercising any right or remedy shall not be liable for or preclude the exercise of any right or remedy.

11. BORROWER NOT RELEASING PROBATIONARIES BY LENDER WITH A WAIVER. EXEMPTIONS OF THE SAME FOR PAYMENT OF MORTGAGE OR 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 OF BORROWER'S SUCCESSORS IN INTEREST SHALL NOT BE REQUIRED TO COMPLY WITH PROVISIONS AGAINST ANY SUCCESSOR IN INTEREST OR REFUSE TO CALCULATE PAYMENT OF BORROWER'S SUCCESSORS IN INTEREST. LENDER OTHERWISE MODIFIES THIS SECURITY INSTRUMENT BY REASON OF ANY DEMAND MADE BY THE ORIGINAL MORTGAGOR.

or 30% of the due date of the monthly payments referred to in paragraphs 1 and 2 or change the terms of such payment.

or to the sums secured by this Security instrument, whether or not then due.

make an award of sole or settle a claim for damages, borrower fails to respond to Lender's notice of demand or notice to cure within the time period specified in the note.

medicately before the taking, unless otherwise and render otherwise aggregate in writing or unless otherwise provided shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

which the fair market value of the Property immediately before the Paid to Borrower, in the event of a partial taking of the Property in immeasurably before the taking. Any balance shall be paid to Borrower, less than the amount of the sums secured in

(a) die total amount of the sums received immediately before die take-in, divided by (b) die fair market value of die property

last market value of the Property immediately before the taking is equal to or greater than the amount of the sum secured by the Security instrument held before the taking.

In the event of a total loss of the property, the proceeds shall be applied to the sums secured by this Security Instrument and shall be paid to Lender.

(ii). Condemnation. The proceeds of any award or claim for damages, direct or consequential, in consequence of condemnation or taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned

9. Lspectorate. Leader of the agency may make reasonable entries upon and inspectors of the Property. Leader shall give Brouwer notice at the time of or prior to an inspection specific cause for the inspection.

and longer duration of deductible loss.

the amount paid for the premium may no longer be required, at the option of Lennder, if more coverage becomes available through other providers.

a sum equal to one-twelfth of the yearly mortality insurance premium being paid by the borrower when the insurance coverage lapses or ceases to be in effect. Lender will accept use and retain these payments as a loss reserve in lieu of moratorium

equivalent to the cost to Borrower of the mortgagage insurance previously in effect, from an alternate mortgagage insurer approved by Lender or, if it is uninsured, a fully equivalent insurance coverage is not available, Borrower shall pay to Lender each month

reason like mortgage insurance required by Lender lapses or ceases to be in effect, Borrower shall pay the premium(s) required to obtain coverage subserviently equivalent to the mortgagee insurance previously in effect, at a cost substantially

**3. Mortgage Insurance.** If Lender requires mortgagor to pay the premium required to maintain title insurance insuring the loan secured by this policy.

Securitry Instruments. Unless Borrower and Lender agree to older 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, requiring

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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.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law 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.

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<p>21. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the date acceleration is required to cure the default; and (d) the date to cure the default on or before the date specified in the notice may result in acceleration (c) a date not less than 30 days from the date the notice is given to Borrower, by which time default must be cured; and (e) a date not less than 30 days from the date the notice is given to Borrower, by which time default must be cured: and (d) the date to cure the default on or before the date specified in the notice may result in acceleration (e) a date not less than 30 days from the date the notice is given to Borrower, by which time default must be cured: and (f) the date to cure the default on or before the date specified in the notice may result in acceleration (g) a date not less than 30 days from the date the notice is given to Borrower, by which time default must be cured: and (h) the date to cure the default on or before the date specified in the notice may result in acceleration (i) a date not less than 30 days from the date the notice is given to Borrower, by which time default must be cured: and (j) the date to cure the default on or before the date specified in the notice may result in acceleration (k) a date not less than 30 days from the date the notice is given to Borrower, by which time default must be cured: and (l) the date to cure the default on or before the date specified in the notice may result in acceleration (m) a date not less than 30 days from the date the notice is given to Borrower, by which time default must be cured: and (n) the date to cure the default on or before the date specified in the notice may result in acceleration (o) a date not less than 30 days from the date the notice is given to Borrower, by which time default must be cured: and (p) the date to cure the default on or before the date specified in the notice may result in acceleration (q) a date not less than 30 days from the date the notice is given to Borrower, by which time default must be cured: and (r) the date to cure the default on or before the date specified in the notice may result in acceleration (s) a date not less than 30 days from the date the notice is given to Borrower, by which time default must be cured: and (t) the date to cure the default on or before the date specified in the notice may result in acceleration (u) a date not less than 30 days from the date the notice is given to Borrower, by which time default must be cured: and (v) the date to cure the default on or before the date specified in the notice may result in acceleration (w) a date not less than 30 days from the date the notice is given to Borrower, by which time default must be cured: and (x) the date to cure the default on or before the date specified in the notice may result in acceleration (y) a date not less than 30 days from the date the notice is given to Borrower, by which time default must be cured: and (z) the date to cure the default on or before the date specified in the notice may result in acceleration</p>	<p>23. Waiver of Homeestead. Borrower hereby releases and waives all rights under and by virtue of the homestead exemption of this state.</p> <p>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 this Security Instrument as it stands shall be incorporated into this Security Instrument and such rider shall be a part of this Security Instrument and supplement the covenants and agreements of each such rider that is incorporated into this Security Instrument together with 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 a part of this Security Instrument and supplement the covenants and agreements of this Security Instrument.</p>
<p><input type="checkbox"/> Adjustable Rate Rider      <input type="checkbox"/> Condominium Rider      <input type="checkbox"/> 1-4 Family Rider</p> <p><input type="checkbox"/> Graduate Payment Rider      <input type="checkbox"/> Planned Unit Development Rider      <input type="checkbox"/> Biweekly Payment Rider</p> <p><input type="checkbox"/> Balloon Rider      <input type="checkbox"/> Rate Improvement Rider      <input type="checkbox"/> Second Home Rider</p>	
<p><b>Check applicable boxes:</b></p>	

As is used in this Paragraph 20, "hazardous substances" are those substances defined as toxic or irritantous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or explosive products, toxic metals, and herbicides, volatile solvents, asbestos or formaldehyde, and radioactive materials. As is 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.

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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.

Signed, sealed and delivered in the presence of:

Lessie Hannah

LESSIE HANNAH

(Real)  
Borrower

(Real)  
Borrower

(Real)  
Borrower

(Real)  
Borrower

Space Below This Line For Acknowledgment

STATE OF ILLINOIS,

County ss:

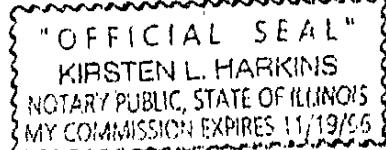
On this, the 7TH day of JULY, 1995 before me, the subscriber, the undersigned officer, personally appeared LESSIE HANNAH, DIVORCED AND NOT SINCE REMARRIED

known to me (or satisfactorily proven) be the person(s) whose name is subscribed to the within instrument and acknowledged that 3-1 executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires: 11/19/96

95434571



Kirsten L. Harkins

CLOSING AGENT

TITLE OF OFFICER

RECORD AND RETURN TO:

G.E. CAPITAL HOME EQUITY SERVICES  
ATTN: POST CLOSING DEPT.  
3 EXECUTIVE CAMPUS  
P.O. BOX 5039  
CHERRY HILL, NJ 08034-0589

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