TWE HEREBY CERTIFY THIS TO BE A TPUT AND ACCURATE COPY OF THE SECONDEN DE TRESPONDENT DECLEDED WITH THE RECORDEN OF DEEDS.

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CLOSING OFFICES

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### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given June 27, 1995. The mortgagor is Jeffrey C. Koeppen, a single person ("Borrower"). This Security Instrument is given to Harris Bank Arlington Meadows, which is organized and existing under the laws of the state of Illinois, and whose address is 3250 Kirchoff Road Rolling Meadows, alinois 60008 ("Lender"). Borrower owes Lender the principal sum of Fifty Two Thousand and 00/100ths Dohus (U.S. \$52,000.00). 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, it not paid earlier, due and psycole on July 01, 2025. 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:

#### PARCEL 1:

UNIT 186 IN WINDSOR WOODS APARTMENT HOMES CONDOMINIUM AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOT 'A' IN MERRIE GREEN SUBDIVISION IN THE NORTHEAST 'A' OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 13, 1967 AS DOCUMENT LR2347244, WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO DECLARATION OF CONCOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 45300 REGISTERED IN THE OFFICE OF THE REGISTRAR OF TORRENS TITLE OF COOK COUNTY, ILLINOIS AS DOCUMENT LR2108712 TOGETHER WITH IT'S UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS TO SAID UNITS AS SET FORTH IN SAID DECLARATION, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF: PARKING SPACE 179, A LIMITED COMMON ELEMENT TO UNIT 186: AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID FILED AS DOCUMENT LR3108712, IN COOK COUNTY, ILLINOIS.

PIN: 03-17-201-025-1186

which has the address of 2642 North Windsor Drive Unit 102 Arlington Heights, Illinois 60004 ("Property Address"):

ILLINOIS -Single Family -Fangle MacFreddie Mac UNIFORM INSTRUMENT

Form 3014 9/90

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\* 2 Example

necessary to make up the defiziency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lander shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lenger, prior to the acquisation or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Psyments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note: second, to amounts payable under paragraph 2; third, to interest due, fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charr, is; Liens. Horrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Picperty which may attain priority over this Security Instrument, and leasehold payments or ground reids if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Bostower shall pay them on time directly to the person owed posment. Borrower shall promine turnish 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 payments.

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; (h) contests in good faith the tien 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 lieu an agreement satisfactory to Lender subordinating the ben 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 Porrower 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 earrier 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 of the Lender's ontion, obtain coverage to protect 'snder's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a its adard 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 Londor. Londor may make proof of loss if not made promptly by Borrower.

Unless Londer and Borrower otherwise agree in writing, insurance process's 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 insurence carrier has offered to actile a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or

> Form 3014 9/90 lantials 35 1/3

Borrower when the insurance occurrage lapsed or coased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in th. 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 of 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 fieu of condemnation, we 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 any art of the sums secured by this Security Instrument immediately before the taking, unless Burrower and Lunder 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 mar ict value of the Property immediately before the taking is less than the amount of the sum- secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law concrusing provides, the proceperty insured aglied to the sams secured by this Security Instrument whether or not die sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condension offers to make an award or settle a claim for damages, Eurower fails to respond to Lender within 30 days after the date the notice is given, Lander is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the subsycured 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 exiend or posipone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

- 11. Bortower Not Released: Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument grouted by i ender 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 Londor in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- The covenants and 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. agreements of this Sec Instrument shall bind and benefit the successors and assigns of Lender and Burrower, 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 cosigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Society Instrument, (b) is not personally obligated to pay the sums

ILLOSOIS Single Family Family Mac Freddie Mac UNIFORM INSTRUMENT

Form 3014 5/90

Upon reinstatement by becrower, the became instrument and the obligations secured hereby shall remainfully effective as it 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 (sogether with the 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. Born wer shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Liw of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other temmediation of any Hazardous Substance affecting the Property is no exactly. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic periodeum products, toxic pesticides and his oxides, volatile solvents, materials containing asbestes or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means tederal laws and laws of the jurisdiction where the Property is locas secured by thito health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender turther covenant and agree as follows:

21. Acceleration: Remedies, Lender shall give notice to Botrower prior to acceleration following Botrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default, (c). date, not less than 30 days from the date the notice is given to Botrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, forerlosure by judicial proceeding and sale of the Property. The notice shall further inform Botrower of the right to remarkate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Form 3014-9/90 Initials (2015)

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### CONDOMINIUM RIDER

THIS CONDOMINALM RIDER is made June 27, 1995 and is incorporated into and shall be deemed to smend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrover") to secure Borrower's Note to Harris Bank Arlington Mendows (the "Lender") of the same date and covering me Property described in the Security Instrument and located at 2642 North Windsor Drive Unit 102 Arlington Heights, Illinois 60004 [Property Address]. The Property includes a unit in, together with an undivided interest in the symmon elements of, a condominium project known as Windsor Woods Apartment Homes Condominium(the Wordominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to properly for the benefit or use of its members or shareholders, the Property also includes Entrower's interest in the Owners Association and the uses, proceeds and benefits of Bonower's interest.

CONDOMINIUM COVENANTS. In addition to the coverages and agreements made in the Security instrument, Borrower and Lender further covenant and agree as tollows:

- A. Condominium Obligations. Borrower shall perform all of Borrov et's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (a) Declaration or any other document which creates the Condominum Project; (ii) bylaws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pured into the Constituent Documents
- B. Hazzerd Insurance. So long as the Owners Association maintains, with a generally appropried insurance carrier, a "master" or "biasket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazants Lender requires medialing fire and hazards included within the term "extended coverage," then:
- (i) Lender waves the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Enrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Bor ower are hereby assigned and shall be paid to Londer for application to the sums recured by the Socurity Instrument, with any cocess paid to Barawer.

### ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADIGITABLE RATE RIDER is made June 27, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Harris Bank Arlington-Meadows (the "Lender) of the same date and covering the property described in the Security Instrument and located at 2642 North Windsor Drive (in) 162 Arlington Heights, illinois 60004.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST HAVE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY

ADDITIONAL COVENANTS. In addition to the commants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. ADJUSTABLE RATE AND MONTHLE PAYMENT CHANGES

The Note provides for an initial interest rate of 7.50% in the adjust able interest rate and the monthly payments, as follows:

### 4. AUJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

### (A) Change Dates

The adjustable interest rate I will pay may change on July 01, 1998 and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date".

#### (B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index The "Index" is the weekly average yield on Unned States Treasury securities adjusted to a constant maturity of I year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and three-quarters percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.50% or less than 5.50%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.00%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.50%, which is called the "Maximum Rate".

### (E) Effective Date of Changes

My new interest rate will become effective each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

### (F) Notice of Changes

The Note Holder will deliver or mail to f(c) notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

### **B. FIXED INTEREST RATE OPTION**

The note provides for the Bortower's option to convert from an adjustable interest rate with interest rate limits ...to a fixed interest rate, as follows:

### 5. FIXED INTEREST RATE CONVERSION OPTION

### (A) Option to Convert to Fixed Rate

I have a conversion option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion option" is my option to convert the interest rate I am required to pay by this note from an adjustable rate with interest rate hims to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first change date and ending on the fifth change date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion date".

It I want to exercise the Conversica Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the conversion date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion for of U.S. \$250.00; and (n) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

#### (II) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal Home Loan Mortgage corporation's required net yield as of a date and time of day specified by the note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60 day mandatory delivery commitments, plus three-eighths of one percentage point (0.375%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus three-eighths of one percentage point (0.375%), if this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) shove.

### (C) New Payment Amount and Effective Date

If I choose to endure the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the majurity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date. I will pay the new amount as my monthly payment until the majory date

### C. TRANSFER OF THE PROPERTY OR A BEHEFICIAL INTEREST IN BORROWER

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Forcower. If all or any part of the Property or any interest in it 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 sames secured by this Security Instrument. However, this option shall not or exercised by Lender if exercise is prohibited by federal law as of the date of 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. Lender also shall not exercise "is option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferce to sign an assumption agreement that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note (and in this Security Instrument unless conder releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Exter, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect as follows:

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 in transferred or 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 sams 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.

By SIGNING BELOW, So rower accepts and agrees to the terms and covenants contained in this Adjustable Rate Fuler.

Cotton Clart's Office

(Seal

Jeffrey C. Kaleppeh - Borrower

TCK

Property of Cook County Clerk's Office

(1994)。(1977)。 (1997) (1984):(1997)。(1994) \* (1994)

PREDGES GAZOGOVAGO GASO PARSO (COLORS)

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