. DEPT-01 RECORDING \$31.50 . 140011 TRAN 5962 02/27/95 11:35:00 . 42397 ≠ △H ★-95-133143 . COUK COUNTY RECORDER

411701-20-251113	MORTGAGE
If box is checked, this mortgage secur	res luture advances. Amb 934161
THIS MORTGAGE is made this 23RD	day of FEBRUARY 19 95, between the Mortgagor,
DONALD R. WILKINS AND SUSAN ACTEL AS TENANTS BY THE ENTIRETY.	AND-WILKINS, HIS WIFE,
(herein "Borrower"), and Mortgagee HOULEH	ICLD FINANCE CORPORATION III
a corporation organized and existing under the	
2160 E LAKE COOK RD, SUITE 150, BL	JEFALO GROVE, IL 60089
(herein "Lender").	$\tau_{\sim}$
The following paragraph preceded by a checked	i box is applicable.
WHEREAS, Borrower is indebted to	
evidenced by Borrower's Loan Agreement d	Rate Agreement) (herein Note"), providing for monthly installments of
cincingly those pursuant to any kenegoriane	hats to the amount of payments or the contract rate if that rate is variable
with the balance of the indebtedness, if not soo	mer paid, due and payable on ;
WHEREAS, Borrower is indebted to	Lender in the principal sum of \$ 23,700.00 or so much thereof
as may be advanced pursuant to Borrowers	Revolving Loan Agreement dated FEBRUARY 23, 1995 and ), providing for monthly installments, and interest at the rate and under
the terms specified in the Note, including any a	idjustments in the interest rate if that rate is variable, and providing for a
credit limit stated in the principal sum above a	and an initial advance of \$33,700.00;
·	
TO SECURE to Lender the repayme	ent of (1) the indebtedness evidenced by the Note, with interest thereon ariable; (2) future advances under any Revolving Loan Agrament; (3) the
including any increases if the contract rate is va	ereon, advanced in accordance herewith to protect the accurity of this
Mortgage: and (4) the performance of the co	evenants and agreements of Borrower herein contained, Borrower does
hereby mortgage, grant and convey to Lender	r and Lender's successors and assigns the following described property
located in the County of	State of Illinois:
CONTINUED ON ATTACHED EXHIBIT A	
which has the address of 831 HARTREY,	EVANSTON
(\$	Street) (City)
Illinois 60202 (herein "Prop	perty Address");
(Zip Code)	TE INTERCOUNTY
12-21-94 Mortgage IL	PRESS ILOUIZAT

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TOGETHER with all the improvements now or herselfer erected on the property, and all excements, rights, separates and route, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the lessehold estate if this Mortgage is on a issuebold) are herefacility referred to as the Property.

Bossower coverages that Bossower is lawfully select of the estate hereby conveyed and has the right to mortgage, Bossower coverages that Bossower is lawfully select of unconstructed, except for encumbrances of record. Bossower and convey the Property, and that the property is unequambered, except for encumbrances of record. Bossower warrants and will defend generally the title to the Property against all claims and demands, estimate the assessments of record.

UNIFORM COVEMANTS. Bossower and Lander covenant and agree as follows:

1. Payments of Principal and Interest. This mortgage secures all payments of principal and interest and other lawfully in the Note. The contract rets of interest and payment amounts may be subject to change as provided in the note. The contract rets of interest and payment amounts may be subject to change as provided in the note. Historicises shall promptly pay when due all amounts required by the Note.

2. Passes for Times and Insurance. Subject to applicable law or waiver by Lender, Bossower shall pay to Lender on the day insurance in payments of principal and interest are payable under the Note, until the Note is paid in full, a sum that the note is paid in our twelfth of the yearly tares and assessments (including condominium and planned in development assessments) if any) which may attain priority over this Mortgage and ground rants on the Property, if development assessments if any) which may attain priority over this Mortgage and ground roots on the Property, if any, plus one-twelfth of yearly premium installments for beard installments for mortgage insurance, if any, all its personably attained initially and from time to time by Lands; on installments for mortgage insurance, if any, all its personably attained initially and from time to time by Lands; on the basis of assessments and bills and resconable estimates thereof. Borrower shall not be obligated to make such payments of Punds to Lend to the estant that Payrouse mislos much payments in the helder of a paint intering or

If Borrower pers Runds to Lendon the Funds shall be held in an institution the deposits on exposure subwhich are insured of guaranteed by a Federal or state agency (including Lender if Lender in such an institution). Lender shall insured of guaranteed by a Federal or state agency (including Lender if Lender in such an institution). Lender shall apply the Funds to per said taxes, senses work, insurence promittees and ground rents. Lender may not charge for to apply the Funds analysis of security or verifying and compiling said assessments and bills, unlike Lender pays Borrower interest on the Funds and supplicable law particles that interest on the Funds shall be paid to I lender that a match agreement is made as a socialist of this security in the limited to be paid. Linder shall said the required to pay Borrower any interest or earnings of the Funds. Lender shall give to Borrower, without the sangel accounting of the Funds showing credits and the a to the Funds and the purpose for which each debit to the sangel accounting of the Funds showing credits and the a to the matches secured by the Mortgages of grand of the Funds are pledged as additional set statistics the matches secured by the Mortgages of grand of the Funds held by Lender, together with the luture monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance markings and mark rents, shall secured the associate registred to play shid the due dates of taxes, assessments, insurance markings and mark rents, shall secured the associate registred to play shid

the due dates of taxes, assessments, insurance prevalence end grand rents, shell exceed the assessments required to play said the due dates of taxes, assessments, insurance prevalence and ground rents as they did due, such escass shall be at Reground's against although the property repaid to Reground or the Surround of the sufficient to pay taxes, assessments, insurance and ground sonts as they did by Leader shall not be sufficient to pay taxes, assessments, increases premiums and ground sonts as they did by Leader shall not be sufficient to pay taxes, assessments. It is delicional in one of more payments as they did did. Borrower shall pay to Londor any amount pocusary to make we have delicional in one of more payments as Londor may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds happy bender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, any Funds funder shall apply, no later than immediately price to the sale of the Property or the conduction by Lender, any Funds

third by honder at the nime of epplication of a credit against the name a report of the Polyage. And the same and a credit against the name and property of the Polyage. And the same and the same and property of the plant of the same and property of the parameter of the same and property of the plant of the same and property of the plant of the same and property of the plant of the same and property of the parameter of the param

Interest, and then to the principal.

A. Brier Mortgages and Deed of Trust: Charges; Liens Borrower shall perform all a cover's obligations under any mortgage, deed of trust or other security, agreement with a lien, which has priority man this Mortgage, including Borrower's coverage, times and impositions stuributable to the Property which may attain a polity over this lies and their charges, lines and impositions stuributable to the Property which may attain a polity over this lines and their charges, lines and impositions stuributable to the Property which may attain a polity over this lines and their charges, lines and impositions attributable to the Property which may attain a polity over this lines and their lines and impositions in the line of the priority of histories at Language and make the priority of histories at Language and make the priority of histories at Language and make the priority of the prior

The insurance carrier providing the insurance shall be chosen by the Bostower soldier to eppsoest by Leaster; provided, that such approval shall not be unresconsibly withheld. All insurance policies and renewals thereof shall be in a form acceptable to Londer and shall include a standard mortage clause in fewer of and in a fusta acceptable to form acceptable to Londer and shall include a standard mortage clause in fewer of any mortage, Landar. Landar shall there is right to hold the policies and renewals thereof, subject to the terms of any mortage, deed of trust or other security agreement with a lien which has priority over this Mortage.

(horein "Froperty Address"); (Sip Code)

12-21-04 Mortgage 14

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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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the

Property or to the sums secured by this Mortage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including

reasonable attorneys fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbured by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtodness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may the or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower potice prior to any such inspection specifying reasonable cause therefor related

to Lender's interest in the Property.

9. Condemnation. The proceeds of any sward or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property of part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement

with a lien which has priority over this Mortgage.

10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the limbility 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. Any forbee, suce by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Lender or modifying this Mortgage as to that Borrower's interest in the Property.

12. 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 delivering it or by mailing such notice in, certified mail addressed to Borrower 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 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.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. 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 this Mortgage and the Note are declared to be severable. As used herein,

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12-21-94 Mortgage IL



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"costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited

thing stam year prises, below that a week noncourant sit of sales agreed only like a second that week to the open of the Copy. Borrower shall be furnished a conformed copy of the copy of the Morrower, at the time.

if accountion or after recordation hereof.

15. Rehabilitation Loss Agreement Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender, at assignment Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to lender, an assignment

Lenger's option, may require isorrower to execute and deliver to Lenger, in a form acceptable to ender, an assignment of any rights, claims on defenses which Borrower may have against parties who supply labors materials or services in consection with improvements made to the Property.

It. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, for the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by objection of the upon the death of a joint tenant, (c) the grant of any lossehold interest of three years or less not benefits an option to purchase, (d) the creation of a painthistic money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the property, (g) a transfer resulting from a decree of dissolution of materiage, legal separation afteriors are owner of the property, (g) a transfer resulting from a decree of dissolution of materiage, legal separation agreement, or from an incidental property settlement agreement, by which the appears of the Borrowet patients an inter-vivos trust in which the Borrowet in and remains a beneficiary and which foce not relate to a tradefer of rights of occupency in the property, or (i) any other transfer or slipposition described in a guistions prescribed by the Pederal Harne Loan Bank Beard, Barrower shall ocuse to be

disposition described in regulations prescribed by the Federal Harne bean Beat Mond. Borrower shall cause to be submitted information in and by Lender to evaluate the transference of a new local wave being made to the transference will continue to a lighted under the Note and this Montgage unless Lender releases Borrower in writing.

If Lender does not agree to be a substantially and or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately the and beyable. If coder exercises such option to accelerate, Lender shall mail Borrower notice of adolitishing its accelerate with prescript 17 hereof. Such notice shall provide a period of not less than 30 days from interior the notice is mailed to delivered within which Borrower may pay the sums declared due. If Borrower talls to pay such sums prior to the expiration of such period. Lender may, without further notice or derivated by paragraph 17 havor.

Involve any remarks permitted by paragraph 17 havor.

Involve any remarks permitted by paragraph 17 havor.

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ind/independenties; Remedies: Badept as priorited in paregraph 16 hereof, upon Borrower indirected infrared as provided in paregraph 16 hereof, upon Borrower indirected infrared coverant or agreement of Borrower in this Morrograp, including the obvenient to pay which the may sums seemed, by this Morrograp, Leader priors to accidention whall give action to the Beliefs of an people of in paragraph. (2) hereof specifying (1) the hereof; (2) the action required to care such breach (3) select, so then then ideal from the detection of the action is maded to be the motion may be careft; and (4) this fellows to care such breach on or before the date op of jed in the notion may result in independing the secret, and (4) this fellows to care such breach on or before the date op of jed in the notion the Traperty. The notion shall further infrared by this Morrower of the right to reinstate after acceleration and the right to safety in the foreclasure. If the breach in some standard on or before the date specified in the notion. Londer, at Leader's option, may declare all of the same.

The same and the states decreased and by this Morrower to be immediately due on a sureble without further demand and all of the same.

The same and the states demand and all of the same and sureble without further demand and all of the same. all of the same word by this Mortgage to be immediately due and payable without further decread and may foreclass this manteges by judicial proceeding. Leader shall be entired to collect is such proceeding all supposes; of foreclaster, including, but not limited to, reasonable attorney feat and ones of documentary and care and title concert.

sudcape, abetracts and title reports, the property of the prop Horrower's broads. Horrower shall have the right to have say proceedings begun by Lo for to entere the bierapage discontinued at any time prior to entry of a judgment enforcing this biortage it. (a) Boar wer pays Leader all sums which resuld be about the payment of the Note had no acceleration recurred; (b) Borrower curse all presches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all seasonable appears incurred by Leader in enforcing the covenants and agreements of Borrower extrained in this biortage; and in enforcing Leader's remedies as provided in paragraph 17 hereof, including the cut limited to appears be accorded in the story of this biortage, Leader's increast in the the lieu of this biortage, Leader's increast in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this biortages and the obligations secured because shall remain in full force and effect as it no acceleration had coursed.

2019, Assignment of Route: Appointment of Requires. As additional security bertunder, Borrower just by assigns to Leader this right of the Property, incivided the Borrower shall remains the payment in the Requirement of the right of the shall remain the shall remain and the shall remain the shall be the Requirement of the right of the shall remain the shall remai

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Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge

to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

IN WITNESS WHEREOF, Horrower has executed this Mortgage.

	A market A (1)	
	Borrower	
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	ha la Calalda	
9	Borrower	
Ox	,	
STATE OF ILLINOIS, COOK	County 88;	
EDOMES D. I. Man COLLAND	and the first and the second s	
	otary Public in and for said county and state, do hereby certify that	
personally known to me to be the same person(s) whose		
appeared before me this day in person, and acknowledged	that T he Y signed and delivered the said instrument as	
THEIR	irz voluntary act, for the uses and purposes therein set forth.	
Given under my hand and official seal, this 23rd	day of FEBRUARY 1995	
My Commission expires:	10 January 2 Milyung	
	Notary Public	
" OFFICIAL SEAL "	<b>10</b> .	
{ " OFFICIAL SEAL " } }DONALD L. McCOWAN }	This incorponent was prepared by:	
NOTARY PUBLIC STATE OF ILLINOIS }	HEIDI MARKUN	
MY COMMISSION EXPIRES 2/25/96	(Navie)	
	2150 E. LAKE COOK RD. B.G. IL	
	(Address)	
(Space Below This Line Reserved For Lender and Recorder)		

MAIL TO

Return To: Household Finance Corporation 577 Lamont Road Elmhurst, IL 60126

12-21-94 Mortgage IL

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Upon acceleration under paragraph 7 horsest or abandonment of the Property, I ender shall be entitled to have a receiver appoint of by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those pass due. All rents collected by the receiver shall be applied to property and collection of rents, including, but not limit observed to reasonable attorneys' fees, and then to the sums occured by this Mortgage 's effectiver enall be liable to account only for these rents actually received.

23. Release. Upon payment of all some secured by this Mortgage, Leader shall release this Mortgage without charge in Barrower Barrower shall ray all creats of recordation, if any.

21. Walver of Homostead, Borrower hereby waives all right of authestead exemption in the Projectly under statu or, Projectly under statu or, Projectly under statu or,

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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EXHIBIT A (PAGE 1)

LOT 1 IN KRAMER'S RESUBDIVISION OF THE NORTH 20 FEET OF LOT 18 AND ALL OF LOTS 19 TO 20 IN BLOCK 1 IN TRAVER'S SUBDIVISION OF THE NORTH 1/2 OF THE MIDDLE 1/3 OF THE NORTH, 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT A (PAGE 1)

COT I IN KRAWER S RESUBDIVISION OF THE MORTH 20 FEET OF LOT 18 AND ALL OF LOTS 10 TO 20 (N 8: OCK I IN TRAVER'S SUBDIVISION OF THE NORTH 1/2 OF THE MIDDLE 1/3 OF THE NORTH. 1/2 OF THE MIDDLE 1/3 OF THE NORTH. AT MOREHE AT NORTH, PANCE 13, EAST OF THE BITTED PRINCIPAL MERIDIAN, IN COOK SCHINTY, ILLINDIS.

TAX# 10-24-302-053

Poperity of Coof County Clerk's Office GADERA ACKIBRISABY