

1190080805507211 125//D V06 MORTGAGE

24 GRANT

ADDRESS

GRANTOR	BORROWER
DAVID A. BALBOA A SINGLE PERSON	DAVID A. BALBOA

ADDRESS 1124 GRANT M DES PLAINES IL 600166268

DES PLAINES IL 600166268

LENDER: First Bank of South Dakota (National Association) A NATIONAL BANKING ASSOCIATION

141 NORTH MAIN AVENUE SIOUX FALLS, SD 57117

- 1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Montgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licental and other agreements; easements, royalties, leasehold estate, if a leasehold; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stor's, and standing timber and crops pertaining to the real property (cumulatively "Property").
- 2. OBLIGATIONS. This Manage shall secure the payment and performance of all of Borrower's and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumul anyly "Obligations") to Lender pursuant to:

(a) this Mortgage and the folio /inj) agreement: DEPT-01 PECONDING PRINCIPAL AMOUNT/ MATURITY NOTE/ RAN 0635 05/31/95 15:29:00 CREDIT LIMIT COOK COUNTY RECORDER AGREEMENT DATE 04/28/1995 30,000.00 04/28/2000 . DEFT-10 (EMALT) 576.00

(b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing;

(c) applicable law

- PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for consumer purposes.
- 4. The total amount of indebtedness advanced by this Mortgane in der the promissory note or agreement (the "NOTE") secured heraby may increase or 30,000.00 plus interest, collection costs, and decrease from time to time, but the total of all such indebtedness so secured shall not exceed \$ amounts advanced to protect the lien of this Mortgage. The Note secured hereby evidences a "Revolving Credit" as defined in 815 ILCS 205/4.1. The lien of this Mortgage secures payment of any existing indebtechess and future advance made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or no, there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance it made.
- EXPENSES. To the extent permitted by law, this Mortgage secures the repayr ent of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
 - 6. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:
 - (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Montgage and liens and encumbrances of record:
 - (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, peneruled, released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mile any hazardous waste, toxic substances, or any other substance, material, or waste which is or becomes regulated by any governmental authority including. Fut rul limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hru adous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replicements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous substance" pursurante Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance new or hereafter in effect;
 - (c) Granter has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these across do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Granto of any time;
 - (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and
 - (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement wir chanight materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.
- 7. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower of a Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal few
- 8. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.
- 3. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Granter shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Granter without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Granter's right, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Granter receives at any time any written communication asserting a default by Granter under an Agreement or purporting to terminate or cancel any Agreement, Granter shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.
- 10. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, by Ilmited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or recaives possession of any instrument or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be abilitied but not provided the lender of the payment or release any oblight or collaboration.

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- 11. USE AND MAINTENANCE OF FROPER V. or into shall are all actions and make any spall's needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall not compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.
- 12. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.
- 13. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancetted in any manner. The insurance prolicies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by (aw) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cost shall be an advance payable and boaring interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and setting claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, piedged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the
- 14. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit Lender's to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed of Enges to the zoning provisions or private covenants affecting the Property.
- 15. CONDEMNATION. Grantin shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. It monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys fires, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to restore or repair the Property.
- 16. LENDER'S RIGHT TO COMMENCE OF DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.
- 17. INDEMNIFICATION. Lender shall not assume or by responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lende, and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' less and legal expenses), causes of action, actions, suits and other legal procedurgs (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, sitely hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therawith. In the clientary Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall so vive the termination, release or foreclosure of this Mortgage.
- 18. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assets nearls relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual incurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assets and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any alles or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.
- 19. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Granter shell all we Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property for a time to time. Granter shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Granter's books and records shall be genuine, true, accurate and complete in all respects. Granter shall note the existence of Lender's interest in its books and records pertaining truthe Property. Additionally, Granter shall report, in a form satisfactory to Lender, such information as Lender may request regarding Granter's financial condition on the Property. The information shall be for such periods, shall reflect Granter's records at such time, and shall be rendered with such frequency as Lender may serignate. All information furnished by Granter to Lender shall be true, accurate and complete in all respects.
- 20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to funder, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance or, the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the hatury of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended trails serve with respect to these matters in the event that Grantor falls to provide the requested statement in a timely manner.
 - 21. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor or Borrower:
 - (a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mongras including, but not limited to, false statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial condition;

 (b) falls to meet the repayment terms of the Obligations; or
 - (b) falls to meet the repayment terms of the Obligations; or (c) violates or falls to comply with a covenant contained in this Mortgage which adversely affects the Property or Lender's rights in the Property, including, but not limited to, transfering title to or selling the Property without Lender's consent, falling to maintain insurance or to pay taxes on the Property, allowing a lien sonior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through consent domain, allowing the Property to selling the Property in a manner which would be destructive to the Property, or using the property in an illegal manner which may subject the Property to selzure or conflictation.
- 22. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):
 - (a) to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements avidencing the obligations;
 - (b) to declare the Obligations immediately due and payable in full;
 - (c) to collect the outstanding Obligations with or without resorting to judicial process
 - (d) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;
 - (e) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
 - (f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
 - (g) to forertise this Mortgage;
 - (g) to lorer-but his mortgage;
 (h) to set-off the Obligations against any amounts due to Grantor or Borrower including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
 - (i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remody in an action against Grantor. Grantor waives the posting of any bond which might otherwise be required.

23. APPLICATION OF FORECLOSURE PROCEEDS. The proceads from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and approximately useful.

- 24. WAIVER OF HOMESTEAD AND DITHER RIGHTS. Granto I hereby values all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law. If a hunostid and with a le both significable and other are poused is an owner of the Property, then the other spouse is signing for the sole purpose of waiving such homestead rights and other exemptions.
- 25. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorneys' fees and costs.
 - 26. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by iaw, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor or Sorrower may be applied against the amounts paid by Lender (Including attorneys' less and legal expenses), to the extent permitted by law, in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this purigraph are coupled with an interest and are irrevocable.
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder or any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 31. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the rame ning portion of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lander to release any of its interest in the Property.
- 32. MODIFICATION AND WER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or dailay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromiser, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or any of
- 33. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Granter and Lender and their respective successors, assigns, trustees, receivers, administrators, pursunal representatives, legatees and devises:
- 34. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may closignate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.
 - 35. SEVERABILITY. If any provision of this Mortgage vik lates the law or is unanthrosepial the rest of the Mortgage shall continue to be valid and enforceable.
- 36. APPLICABLE LAW. This Mortgage shall be governed by an laws or he assists where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 37. MISCELLANEOUS. Granter and Lender agree that time is of the essence. Granter waives presentment, demand for payment, notice of dishoner and protest except as required by taw. All references to Granter in this Mongage and include all persons signing below. If there is more than one Granter, their Obligations shall be joint and several. Granter hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related described's replacent the complete integrated understanding between Granter and Lender pertaining to the terms and conditions of those documents.

Central personning to the terms and containing of those	
not personally but solely as Trustee under Trust Agree the exercise of the power and authority conferred upo performed by	n and vasted to it as such Thintee with the terms, provisions, stipulations, covenants and conditions to be are undertaken by it solely as Trustee, as aforesaid, and made on information and select and lead to be construed accordingly, and no personal liability shall be by reason of any of the terms, provisions,
and who also may be the Beneficiary(s) of that cert	one or not elect them is ture also the maker(s) of the Note secured by the Mortgage.
	ds, and agraes is the terms and correitings of this Mortgage.
Dated:	
solely as Trustee under Trust Agreement dated and known as Trust Number	, no! personally but
GRANTOR DAVID A. BALBOA	GRANTOR

GRANTOR

GRANTOR.

State of UNOFFIC	CORPORATE ACKNOW	EDGMENT (MA
County of Cost	Curity of	\$8.)	
Public in and for self County, in the State aforesaid, DO HEREEY CERTIEY that DAVID A. BALBOA, A SINGLE PERSON	 blic in and for said County that 	r, in the State aforesald, DO HERE	
	as c	and	
	as Trustee under Trust and known as Trust Number	Agreement dated , who are per	
personally known to me to be the same person whose name	to me to be the same person	is whose names are subscribed to	the foregoing
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he		l said Bank, respectively, appeared i edged that they signed and delive	
signed, sealed and delivered the said instrument as tree and	instrument as their own free a	nd voluntary act and as the free and	
voluntary act, for the uses and purposes herein set forth.	of said Early for the uses and i Given under my hand and o		day of
Given under my hand and official seal, this day of			
The state of the s		Notary Public	
- the or land ince	Commission expres:		
Commission expires:		"OFFICIAL SEAL"	}
	DULE A	Diane Van Praag Notary Public, State of Illinois tify Commission Expires 4/1/97	}
The street address of the Property (if application in: 1124 GRANT WINDES TINES	<u>م</u>	(ii) (doi:	مسر
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Permanent Index No.(s): The legal description of the Property located in COOK	County, Wirrols is		
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For Recorder's Use:		V/Sc.	
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ATTACHMENT A

Property Description

lot nineteen(except that part lying northwesterly of a line running from a point on the westerly line of said lot nineteen, a distance of 33.75 feet southeasterly of the northwesterly corner thereof to a point on the easterly line of said lot mineteen a distance of 27.0 feet southeasterly of the northeasterly corner of said lot nineteen also lot twenty (except the southeasterly sex feet thereof) 20 in block eighteen in des plaines villas a resubdivision of certain lots and blocks in homerican viallas said homerican villas being a subdivision of the west half 1/2 of the northwest quarter 1/4 of section 20 (except the easterly 503.0 feet measured at right angles to the east line east o.

Cook County Clerk's Office thereof) also the east half 1/2 of the northwest quarter 1/4 of section 19 (except the west 173.0 feet thereof) all in township 41 north range 12 east of the third principal meridian in cook county, illinois