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95393749

Promissory Note Number:

Prepared by: MORTGAGE BROKERS & OWNERS
2050 BRIGHTON BLVD.
SUITE 2000
SUITE 2000
CHICAGO, ILLINOIS 60608

95393749

MPT-01 MORTGAGE
PROMISSORY NOTE AND SECURITY AGREEMENT
RECEIVED ON 01-26-2004 12:00 PM
COOK COUNTY RECORDER

Receives from: ACCURATE MORTGAGE CORP.
1 EAST 22ND STREET, #600
LOMBARD, ILLINOIS 60148

94045765

Please Align This Line For Recording Purposes

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 20th day of December, 1993.
THE BORROWER IS MICHAEL LORACONO MARRIED TO ANELLA LORACONO *Signature* ("Borrower").

The Security Instrument is given to BBLR MORTGAGE, INC., A CORPORATION, which is organized and existing under the laws of the State of Illinois, and whose address is 130 E. OGDEN AVENUE, SUITE U, HINSDALE, ILLINOIS 60521.

Borrower owes Lender the principal sum of ONE HUNDRED FIFTY THOUSAND and NOVEMBERS (\$U.S. \$150,000.00). This date is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, also the full date, it not paid earlier, due and payable on February 1, 2004. The Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all interest, penalties and contingencies 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 the purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property, located in COOK COUNTY, ILLINOIS:

LOT 120 IN BLOCK 1 IN L. R. MC DONALD'S PARK RIDGE NORTH, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE LAST 1/48 PERCH (MEASURED AT 84.111 ANGLES TO THE EAST LINE) OF THE NORTHEAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2004-09-22-418-031

94045765

Re-Recorded to Correct Spelling of Wifey Last Name & to add Name to Notary

95393749

which has the address of 2010 GLENVIEW ROAD,

PHOTO

Phone *404-520-0000*

PARK RIDGE

ILLINOIS

(*Property Address*)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all covenants, agreements, 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".

Unconditional Covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower waives and will defend generally the title to the Property against all claims and demands, subject to the covenants of record.

This SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants with limited varieties by jurisdiction to constitute a uniform security instrument covering real property.

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UNPUBLISHED DOCUMENT. THIS DOCUMENT IS UNPUBLISHED AND IS NOT SUBJECT TO PUBLIC RECORDS ACT REQUESTS.

1. Payment of Principal and Interest. Payments made to Borrower under this Note shall promptly pay when due the principal of and interest on the date evidenced by the Note and any premium and fee charges due under the Note.
2. Funds for Taxes and Insurance. Subject to applicable law, to a trustee known to Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for all property taxes and assessments which may affect directly or indirectly the Property as a tax on the Property, (a) yearly taxes and assessments which may affect directly or indirectly the Property as a tax on the Property, (b) yearly insurance premiums or general costs on the Property, if any, (c) yearly federal or property insurance premiums, if any, and (d) any taxes payable by Borrower to Lender, in connection with the payment of paragraph a, or any of the payments of mortgage taxes or premiums. These taxes are called "Borrower Funds." Lender may, at any time, collect and hold Funds as an account in which the amounts received or held for a Security related mortgage loan may receive for the Owner's credit account the Federal Home Finance Protection Act of 1974 as amended from time to time, 12 U.S.C. § 2801 et seq. ("FHFA"), unless another law that applies to the Funds sets a lower amount. If so, Lender may, at any time, add such funds to the Funds as an account set to exceed the lower amount. Lender may demand the amount of Funds due on the basis of current due and unpaid amounts of assessments of Borrower Funds or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a Federal agency, corporation, or entity guaranteeing funds, or funds to such an institution, or by any Federal Home Loan Bank. Lender shall apply the Funds to the Tax or Insurance taxes. Lender may not charge Borrower for holding and applying the Funds, currently or during the course of time, or holding the Borrower Funds, unless Lender pays Borrower interest on the Funds and applies the law giving Lender to make such a charge. However, Lender may require Borrower to pay a service fee for an application and make the requiring notice used by Lender in connection with this loan, unless applicable to a service charge. Once an application is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or charges on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, written charge, an account concerning of the Funds, showing amounts and dates to which Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums received by the Security instrument.

If the Funds held by Lender exceed the amounts required to be held by applicable law, Lender shall account to Borrower for the excess Funds, in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is less than what is due, Lender may so notify Borrower in writing, and, if such case Borrower shall pay to Lender the sum necessary to make up the deficiency. Borrower shall make up the deficiency to the make the two immediately present, at Lender's sole discretion.

Upon payment in full of all sums owing by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, within fifteen (15), Lender shall desire to sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply the Funds held by Lender at the time of acquisition or sale as a credit against the sum received by the Security instrument.

A. Application of Payments. Unless a Notice has provided otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any unpaid charges due under the Note; second, to amounts payable under paragraph 3 below, to accrued due; third, to unpaid due; and last, to any late charges due under the Note.

B. Liens and Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may affect directly over the Security instrument, and landlord payments or general 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 directly to the persons named purposer. Borrower shall promptly furnish to Lender all notices of amounts to be paid under the paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

Borrower shall promptly discharge any lien which has priority over the Security instrument when Borrower has agreed to writing to the person or persons of the obligations secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defense against enforcement of the lien in a legal proceeding which in the Lender's opinion appears to prevent the enforcement of the lien; or (c) causes from the date of the lien an agreement satisfactory to Lender authorizing the lien to the Security instrument. If Lender determines that any part of the Property is subject to a lien which may affect directly over the Security instrument, Lender may, at Borrower's notice modifying the lien Borrower shall remove the lien or take one or more of the actions set forth above within 30 days of the giving of notice.

C. Hazard or Property Insurance. Borrower shall keep the improvements on existing or hereafter erected on the Property insured against loss by fire,风灾, included within the term "insured coverage" and any other hazard, including flood 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 or renew insurance above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in amounts set forth in paragraph 7.

All insurance policies and amounts shall be acceptable to Lender and shall include a standard coverage clause. Lender shall have the right to hold the policies and amounts. If Lender requires, Borrower shall promptly give to Lender all receipts of such premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may take good 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 insurance or repair is commercially feasible and Lender's security is not impaired by the restoration or repair is not commercially feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the same extent by the Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or dies or becomes within 30 days a minor 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 cost incurred by the Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

Within Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or surpass the due date of the current payment referred to in paragraphs 1 and 2 or change the amount of it. However, if under paragraph 13 the Property is acquired by Lender, Borrower's right to any insurance proceeds and amounts resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the amounts paid by the Security instrument immediately prior to the acquisition.

D. Dispossession, Maintenance and Protection of the Property. Lender Agreements. Borrower shall occupy, maintain, and use the Property as Borrower's principal residence while they do not own or lease the Property and shall continue to occupy the Property as Borrower's principal residence for as long as not after the date of occupancy, unless Lender otherwise agrees in writing, which written shall not be unreasonably withheld, or where continuing circumstances exist which are beyond Borrower's control. Borrower shall not damage or impair the Property, after the Property is de-occupied, or commit waste on the Property.

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Loan No. 40277941

Date ID: 640

Borrower shall be in default if any tortious action 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 loan created by this Security Instrument or Lender's security interest. Borrower may cure such a default and resubmit, as provided in paragraph 15, by ceasing the action or proceeding to be discussed with a notice that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the loan 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 misstatements to Lender (or failed to provide Lender with any material information) or otherwise fails the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If the Security Instrument is on a household, Borrower shall comply with all the provisions of the loan. If Borrower acquires the title to the Property, the household and the lot 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 on Award 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 taxes accrued by a loan which has priority over this Security Instrument, appearing at court, paying reasonable attorney's 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.

Any amounts deducted by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall have interest from the date of disbursement of the Note and shall be payable, with interest, upon notice from Lender to Borrower (see paragraph 18).

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition to making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, as a sum substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect. Such an additional mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower after the coverage cover required or ceased to be in effect. Lender will accept, use and return three payments in a lump sum to the end of mortgage insurance. Late notice payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in case as that 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 at effect, or to provide a lump sum, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspections. Lender or its agent may make reasonable surveys 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 conversion in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sum 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 amount of the sum secured by the Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by the Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sum 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 market 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 otherwise provides, the proceeds shall be applied to the sum secured by this Security Instrument whether or not the sum are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemned offer to make up award or make a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum secured by the Security Instrument, whether or not then due.

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

11. Succession Not Subjected to Payment by Lender Not a Waiver. Maintenance of the loan for payment of maintenance of improvements of the sum secured by the Security Instrument granted to Lender to any successor in interest of Borrower shall not operate to reduce 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 authorization of the sum secured by the Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any disturbance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns; Branch Banks and Separate Liability; Covenants. The covenants and agreements of the 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 signs the Security Instrument has done so without his Note: (a) is disengaging the Security Instrument only in mortgage, grant and money that Borrower's interest in the Property under the terms of the Security Instrument, (b) is not personally obligated to pay the sum secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to cancel, modify, forfeit or waive any accommodation with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Late Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum late charges, and that law is broadly interpreted so that the interest or other late charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such late 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.

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14. Notices. Any notice or demand given to the Borrower shall be given by delivering it or by mailing it by first class mail unless otherwise has requested use of another method. The notice shall be directed to the Borrower Address or any other address Borrower designates by notice to Lender. Any notice given 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 & Jurisdiction. 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 conflict 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 the end the provisions of this Security Instrument, the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one confirmed 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 interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is a named person within Lender's prior notice section, Lender may, at its option, require immediate payment in full now owing by the Borrower hereunder. However, the 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 the 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 unless which Borrower need pay all or in excess of the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies provided by the Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Enforcement. If Borrower takes 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 longer period as may specify for nonpayment) before sale of the Property pursuant to any power of sale contained in the security documents, or (b) entry of a judgment entitling the Security Instrument. These conditions are that Borrower (a) pays Lender all sums which were to be due under this Security Instrument and the Note as of the date of acceleration, (b) cures any default of any other covenant or agreement, (c) pays all expenses incurred in collecting the Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to ensure that the law of this Security Instrument, Lender's rights in the Property and Borrower's obligations under the note caused by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the original or renewed terms shall remain fully effective as if no acceleration had occurred. However, this right to reinstate does not apply in the case of acceleration under paragraph 17.

19. Sale of Whole or Part of Lender's Note. The Note or a partial interest in the Note (together with the Security Instrument) may be sold, leased or rented or otherwise prior notice to Borrower. A sale may result in a change in the entity (herein as the "Lender/Borrower") that will reduce monthly payments due under the Note and the Security Instrument. These may be one or more changes of the Lender/Borrower unrelated to a sale of the Note. If there is a change of the Lender/Borrower, Borrower will be given written notice of the change in accordance with paragraph 14 above and appended hereto. The notice will state the new address of the new Lender/Borrower 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 create or permit the presence, use, disposal, storage, or release of any Hazardous Substance 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 amounts of Hazardous Substances that are generally recognized in the community as normal residential uses and as nonhazardous to the Property.

Borrower shall promptly give Lender written notice of any environmental claim, demand, lawsuit or other action by any governmental or regulatory agency or private party asserting the Property and any Hazardous Substance in Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any amount or other condition of any Hazardous Substance affecting the Property is present, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substance" are those substances defined or test or "hazardous substances" by Environmental Law and the following substances: gasoline, kerosene, ether, thinner, or kerosene petroleum products, coal products and derivatives, radon, asbestos, asbestos containing asbestos or formaldehyde, and radioactive materials. As 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.

21. Non-Assignment Clause. Borrower and Lender further agree as follows:

22. Acceleration Clause. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that are prior to acceleration under paragraph 17 unless explicitly set forth otherwise. The notice shall specify, (a) the default, (b) the date (or day or days) required to cure the default, (c) a date not less than 30 days from the date the notice is given to Borrower, 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 caused by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to convert to the foreclosure procedure the non-cure of a default or any other default of Borrower to non-foreclosure 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 caused 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 for this paragraph 22, including, but not limited to, reasonable attorneys' fees and costs of the collection.

23. Release. Upon payment of all sums caused by this Security Instrument, Lender shall release the Security Instrument without charge to Borrower. Borrower shall pay any reversionary costs.

24. Waiver of Liens. Borrower waives all right of liens created against the Property.

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24. **Return to the Security Instrument.** All new or other rights are exercisable by beneficiaries and secured together with the Security Instrument. The convenants and agreements of each such right shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the right(s) were a part of this Security Instrument. ("Amend" applies also hereto.)

- | | | |
|---|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Graduation Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Guaranteed Premium Rider | <input type="checkbox"/> Planned Use Development Rider | <input type="checkbox"/> Birthdays Premium Rider |
| <input type="checkbox"/> Return Rider | <input type="checkbox"/> Rider Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Option Rider | | |

By **Customer**, Customer accepts and agrees to the terms and conditions contained in the Security Statement and to any rules(s) contained by **Supplier** and recorded with it.

MICHAEL LOVAK AND

MICHAEL LYKAKOS

BRKELIA LILIACERAS

ANELIA LOIACONO

FOR THE PLEASURE OF WALKING MOUNTAINS

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**State of ILLINOIS
County of DEKALB**

The foregoing information was acknowledged before me on 20th Dec 2016.
MICHAEL LOIACONO AND AMELIA LOIACONO

Dear Father,

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ЕГРЕ



COOK CONNIE BECO
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JESSE WHITE

RECORDER OF DEEDS / REGISTRAR OF TORRENS TITLES
COOK COUNTY, ILLINOIS



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OF

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Digitized by srujanika@gmail.com

Record Book

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1116 NORTH CLARK STREET • CHICAGO, ILLINOIS 60602-1387 • [312] 443-5580

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