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\$6192 + RH #-96-629865
COOK COUNTY RECORDER

Prepared by: Thomas W. Murphy
Johnson & Bell, Ltd.
222 North LaSalle
Suite 2200
Chicago, IL 60601

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 5, 1996

The mortgagor is

Timothy McCarthy and Michelle McCarthy, his wife, soley for the purpose of releasing homestead rights.

("Borrower"). This Security Instrument is given to Home Loan and Investment Bank, F.S.B.

which is organized and existing under the laws of The United States, and whose address is One Home Loan Plaza, Suite #3, Warwick, Rhode Island, 02886 ("Lender"). Borrower owes Lender the principal sum of Ninety-Six Thousand Nine Hundred and 00/100

Dollars (U.S. \$ 96,900.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 9, 2011. 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.

SEE ATTACHED

which has the address of 4136 North Kedvale Chicago
Illinois 60641 [Zip Code] ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 5/91

VMP -2006(IL) 19408

VMP MORTGAGE FORMS • (800)521-7291

Printed on Recycled Paper Page 1 of 6 Initials SH

[Street, City].



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Form 3014 9/90

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or demands against the holder of the lien in a manner acceptable to Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. It Lender determines that any part of the Property is subject to a lien which may attach prior to or before the date of the instrument, or (c) secures from the holder of the lien in a manner acceptable to Lender subordinating the lien to this Security Instrument.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the nature provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may result priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay third, to trustee, to principal due; and last, to any late charges due under the Note.

4. **Charges, Lien.** Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property and 2 shall be applied: first, to any prepayable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 of the Note.

5. **Application of Payments.** Unless applicable law provides otherwise, all payments paid after under paragraph 2 of the Note, shall apply to the sums secured by this Security Instrument or sale as a credit against the sums secured by

Funds held by Lender. If, under paragraph 2, Lender shall acquire or set the Property, Lender prior to the acquisition or sale upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender is not sufficient to pay the taxes when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months, at Lender's sole discretion.

If the excess Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the excess Funds held by Lender exceed the amount of the Funds, showing credit, and debts to the Funds and the purpose for which each without charge, an annual accounting of the Funds, however, that Lender shall be paid out of the Funds. Lender shall give to Borrower, Borrower and Lender may agree in writing, that Lender shall not be required to pay Borrower any interest or earnings on the Funds, applicable law requires interest to be paid, Lender shall provide to the Funds and independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax make such a filing. Escrow items, unless Lender applies the holding and applicable law holding the Funds, annually analyzing the escrow account, or Escrow items, Lender may not charge Borrower for holding and applicable law holding the Funds, annually analyzing the escrow account, or Escrow items, if Lender is such an in the event of in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, or Escrow items, if Lender is such an in the event of in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items of otherwise in accordance with applicable law.

The Funds shall be held in an escrow account whose depositors are insured by a federal agency, instrumentality, or entity Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law shall applies to the Funds related mortgage loan may require Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." If any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments, or ground rents, of the Property, if any; (c) yearly hazard of property insurance premiums; (d) yearly flood insurance premiums, Lender on the day initially payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments, 2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayable law due under the Note.

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited application by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage the property and convey the property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All repudgments and additons shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed 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 bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of 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 premiums required to

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14. Noteees. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interests of other loan charges collected or to be collected in connection with the same loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Lender under the terms of this Agreement.

make any accommodations which regard to the terms of this Security Instrument or the Note without the Borrower's consent.

12. **Successors and Assigns; Joint and Several Liability; Co-signers.** The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Section 17, Borrower's successors and assignments shall be joint and several, subject to the provisions of Paragraph 17, Borrower's heirs, executors and administrators shall be liable only to the extent of his/her/its estate, but does not exclude the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that instrument but does not execute the Note; (b) is not personally obligated to pay the sums Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums

successors in interest. Any holder or bearer by transfer in exercise of any right or option shall for so long a period as he or she holds the

11. Borrower Not Released By Lender Not A Waiver. Extension of the time for payment of indebtedness of a mortgagor of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not operate to release the liability of the original Borrower or Borrower's successors in interest if payment is made by Lender to any successor in interest of Borrower or Borrower's successors in interest of any demand made by the original Borrower or Borrower's successors secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors proceedings against any successor in interest or refuse to extend time for payment modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors.

Offices located and bonded otherwise agree in writing to pay such amounts to the claimants if and when due date of the amounts payable becomes accrued to in paragraphs 1 and 2 of change the amount of such payables.

labeled as *“infectious”* or *“contaminated”* and *“additive”* are processes which can be used to reduce the risk of infection.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender may exercise its option to terminate this agreement or reschedule or resell it at the expense of the sum paid to Lender.

market value of the property which is to receive the award is less than the sum received, the proceeds shall belong, unless Borrower and Lender otherwise agree in writing or unless otherwise provided by law otherwise provides, to the person who held the

before the taking. Any balance shall be paid to Borrower, in the event of a partial taking or the Proportion in which the land

This Security Instrument shall be rendered by the amount of the proceeds unapplied by the trustee in accordance with the terms hereof.

market value of the property immediately before the taking is equal to or greater than the amount of the sum secured by security instruments held by before the taking, unless borrower and lender otherwise agree in writing, the sums secured by

In the event of a total taking of the property, the proceeds shall be applied to the sums accrued by this secondary insurance.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

10. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any damage to or loss of property to an inspection specimen specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the reinsurance for mortgagee

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

Subsumed by claimant's insurance coverage, the premium paid by Bortower when the insurance coverage lapses is considered to come-twelfth of the yearly montly insurance premium being paid by Bortower in lieu of insurance coverage insurance.

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the original premium.

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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 Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, 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 petroleum products, toxic pesticides and herbicides, volatile solvents, materials 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.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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My Commission Expires:
 ARTHUR W WENZEL JR
 OFFICIAL SEAL
 Notary Public
 MY COMMISSION EXPIRES 12/12/88
 NOTARY PUBLIC, STATE OF ILLINOIS
 5th day of August 1996
 Given under my hand and official seal, this
 signed and delivered the said instrument as **the**
 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
 , personally known to me to be the same person(s) whose name(s)
 purpose of releasing homestead rights.

that
 Timothy McCarthy and Michelle McCarthy, his wife, solely for the
 a Notary Public in and for said county and state do hereby certify
 County ss: COOK
 (Seal)

Borrower
 (Seal)

Witnesses:
 Michelle McCarthy
 (Seal)

Timothy McCarthy
 (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and
 in any rider(s) executed by Borrower and recorded with it.

- Check applicable boxes:
 Adjustable Rate Rider
 Grandminimum Rider
 1-4 Family Rider
 Gradualized Payment Rider
 Planned Unit Development Rider
 Biweekly Payment Rider
 Rate Improvement Rider
 Second Home Rider
 Other(s) [Specify] _____
 V.A. Rider
 Balloon Rider
 Other(s) [Specify] _____

24. Riders to This Security Instrument, If one or more riders are executed by Borrower and recorded together with this
 Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement
 the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

23. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

22. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
 without charge to Borrower. Borrower shall pay any recordation costs.

21. In addition, but not limited to, reasonable attorney fees and costs of title evidence,

inform Borrower of the right to remit late acceleration after judgment proceeding and the right to assert in the Property. The notice shall further
 secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further
 (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
 (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and
 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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Legal Description:

PARCEL 1: THAT PART OF LOT 10, WHICH LIES WEST OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID LOT, 121.91 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT, TO A POINT ON THE SOUTH LINE OF SAID LOT 122.48 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT (EXCEPTING THEREFROM THE WEST 20.0 FEET THEREOF).

ALSO THE SOUTH 8.33 FEET OF THE WEST 20.0 FEET OF SAID LOT 10, ALL IN BLOCK 19 IN IRVING PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTEnant TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS BY THE COSMOPOLITAN NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 6, 1962, AND KNOWN AS TRUST NO. 12637 RECORDED MAY 21, 1963, AS DOCUMENT NO. 18802828, AND AS CREATED BY DEED FROM COSMOPOLITAN NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 6, 1962, AND KNOWN AS TRUST NO. 12637 TO ROSARIO D. SALERNO III AND ARLENE C. SALERNO, HIS WIFE, RECORDED AS DOCUMENT NO. 1884969, FOR THE PURPOSES OF PASSAGE, USE AND ENJOYMENT, INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4136 NORTH KEDVALE, CHICAGO, ILLINOIS 60641

PERMANENT INDEX NUMBER: 13-15-416-045-0000

RECEIVED
COOK COUNTY CLERK'S OFFICE
DECEMBER 1962

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