

UNOFFICIAL COPY

36165357

AFTER RECORDING MAIL TO:
BERKSHIRE MORTGAGE CORPORATION
901 N. ELM STREET
HINSDALE, ILLINOIS 60521

AP# FINCHM-96F-5237
LN# 3412728

: DEPT-01 RECORDING \$45.50
: 740014 7PM 2321 03/03/96 11:10:00
: 37993 4 JW 45-55-245357
: COOK COUNTY RECORDER

STATE OF ILLINOIS

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GIT FHA MORTGAGE

FHA CASE NO.
131:8208761-729

This Mortgage ("Security Instrument") is given on February 22, 1996. The Mortgagors
Mark W. Finch and Laura A. Finch, His Wife

4194533 1/2 FF

whose address is 9200 S. Leavitt, Chicago, IL 60620

(Borrower). This Security Instrument is given to Berkshire Mortgage
Corporation, A corporation
which is organized and existing under the laws of
and whose address is 901 North Elm, Hinsdale, IL 60521-3622

Illinois

1550P

(Lender).

Borrower owes Lender the principal sum of One Hundred Thirty Thousand Two Hundred
Dollars and no/100
(U.S. \$ 130,200.00). 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 March 1, 2026. This Security instrument secures in Lender: (a) the
repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications;
(b) the payment of all other sums, with interest, advanced under paragraph (a) 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 LEGAL DESCRIPTION ***

36165357

which has the address of

9200 S. Leavitt
(Street)

Chicago
(City)

Illinois

60620
(Zip Code)

("Property Address");

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02/28/2023

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FHA CASE NO. 1318208761-729
FHA ALTIMOS HOMEOWNER FORM
100C/FMOTL/10186/0082-L

ARTICLE 2. APPLICABILITY OF PAYMENT
2. Application under Paragraphs 1 and 2 shall be applied by Lender as
of 1951 to the mortgage instrument to be paid by Lender to the Secretary
of Housing and Urban Development for all amounts due on or before the
date of the application of the mortgagor named in the instrument, or
and other unpaid balances payable.

ARTICLE 3. SECURITY INTEREST
3. Application under Paragraph 1 and 2 shall be applied by Lender as
of January 1, 1951, to the amount of the principal balance due on or before
the date of the application of the mortgagor named in the instrument, or
and other unpaid balances payable.

ARTICLE 4. SECURITY INTEREST
4. Application under Paragraph 1 and 2 shall be applied by Lender as of the date of the
date of the application of the mortgagor named in the instrument, or
and other unpaid balances payable.

ARTICLE 5. SECURITY INTEREST
5. Application under Paragraph 1 and 2 shall be applied by Lender as of the date of the
date of the application of the mortgagor named in the instrument, or
and other unpaid balances payable.

ARTICLE 6. SECURITY INTEREST
6. Application under Paragraph 1 and 2 shall be applied by Lender as of the date of the
date of the application of the mortgagor named in the instrument, or
and other unpaid balances payable.

ARTICLE 7. SECURITY INTEREST
7. Application under Paragraph 1 and 2 shall be applied by Lender as of the date of the
date of the application of the mortgagor named in the instrument, or
and other unpaid balances payable.

ARTICLE 8. SECURITY INTEREST
8. Application under Paragraph 1 and 2 shall be applied by Lender as of the date of the
date of the application of the mortgagor named in the instrument, or
and other unpaid balances payable.

ARTICLE 9. SECURITY INTEREST
9. Application under Paragraph 1 and 2 shall be applied by Lender as of the date of the
date of the application of the mortgagor named in the instrument, or
and other unpaid balances payable.

ARTICLE 10. SECURITY INTEREST
10. Application under Paragraph 1 and 2 shall be applied by Lender as of the date of the
date of the application of the mortgagor named in the instrument, or
and other unpaid balances payable.

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LW# 3412722

- THIRD, to interest due under the Note;
- FOURTH, to amortization of the principal of the Note;
- FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay off outstanding indebtedness under the Note and this Security instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. 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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

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(g) Residential rental. Borrower has a right to pay in amount due under the Note. In consequence of Section 9 of the Residential Leasing Act, the lessee may terminate the tenancy by giving notice to the lessor to pay in amount due under the Note. The lessor may terminate the tenancy if the lessee fails to pay in amount due under the Note or fails to pay in amount due under the Note in accordance with the terms of the Note.

(h) Mortgage interest. Payment of any unpaid principal of the Note is to be made by the lessor to the lessor to pay in amount due under the Note. The lessor may terminate the tenancy if the lessor fails to pay in amount due under the Note in accordance with the terms of the Note.

(i) Purchase option. Payment of any unpaid principal of the Note is to be made by the lessor to the lessor to pay in amount due under the Note in accordance with the terms of the Note. The lessor may terminate the tenancy if the lessor fails to pay in amount due under the Note in accordance with the terms of the Note.

(j) Right of rescission or right to cancel. In the case of payment default, a right of rescission or cancellation is to be given to the lessor to pay in amount due under the Note in accordance with the terms of the Note.

(k) Right of rescission or right to cancel. In the case of payment default, a right of rescission or cancellation is to be given to the lessor to pay in amount due under the Note in accordance with the terms of the Note.

(l) Right of rescission or right to cancel. In the case of payment default, a right of rescission or cancellation is to be given to the lessor to pay in amount due under the Note in accordance with the terms of the Note.

(m) Right of rescission or right to cancel. In the case of payment default, a right of rescission or cancellation is to be given to the lessor to pay in amount due under the Note in accordance with the terms of the Note.

(n) Right of rescission or right to cancel. In the case of payment default, a right of rescission or cancellation is to be given to the lessor to pay in amount due under the Note in accordance with the terms of the Note.

(o) Right of rescission or right to cancel. In the case of payment default, a right of rescission or cancellation is to be given to the lessor to pay in amount due under the Note in accordance with the terms of the Note.

(p) Right of rescission or right to cancel. In the case of payment default, a right of rescission or cancellation is to be given to the lessor to pay in amount due under the Note in accordance with the terms of the Note.

(q) Right of rescission or right to cancel. In the case of payment default, a right of rescission or cancellation is to be given to the lessor to pay in amount due under the Note in accordance with the terms of the Note.

(r) Right of rescission or right to cancel. In the case of payment default, a right of rescission or cancellation is to be given to the lessor to pay in amount due under the Note in accordance with the terms of the Note.

7. 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 of the Property under the Note, shall be distributed among the Noteholders under the Note in proportion to their respective amounts received under the Note.

Any amount distributed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by Lender under this Paragraph shall become an additional debt of Borrower and be secured by Lender under this Paragraph. These amounts shall bear interest from the date of distribution; at the Note rate, and at the option of Lender, shall be immediately due and payable.

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LNU 3412728

reasonable and customary attorneys' fees and expenses property associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization 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 successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by 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 Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 8(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this security instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or 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 Lender's addressee stated herein; or any 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security instrument, Borrower shall collect and receive all rents and revenues of the Property at its sole for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

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FHA CASE NO. 131:820876-729

130/C/PROT/7/0/26/1567/4

FHA LENDER'S POSITION FORM

Homeowner
(Seller)

Borrower
(Buyer)

Borrower
(Seller)

Borrower
(Buyer)

Lease A. Finch

BY SIGNING BELOW, Borrower certifies and agrees to the terms contained in pages 1 through 7 of the Security Instrument and in any rider(s) executed by Borrower and recorded with all

- Other (Specify) Amt. Second mortgage Rider
 Permanent Line Provisional Rider
 Gradual Payment Rider
 Gradual Equity Rider

as part of this Security Agreement [Check applicable boxes].
I agree that the Security Instrument, its coverings, its addendums or its attachments shall not be altered in any manner and no other person shall have any rights under this instrument than I do.
I am of sound mind, and my signature is given freely and voluntarily.

13. **Waiver of Notice.** Borrower waives all rights of nonjudicial foreclosure in the property.

14. **Waiver.** Upon delivery of all sums secured by this Security Agreement, Lender shall release the

15. **Provisional Provisions.** Lender may require him/her to make good any other reasonable provision

16. **Other Covenants.** Borrower and Lender further acknowledge and agree as follows:

17. **Liability of Lender.** The property shall not be liable for any damage to the property or any other damage to property of Lender. Any destruction of parts of the property shall not be liable for any damage to the property or any other damage to property of Lender. However, Lender is a liability to pay for any damage to the property or any other damage to property of Lender.

LN# 341272

AP# FINCAR-98F-5717

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AP# FINCHM-95F-5717

LIN# 3412729

STATE OF Illinois)

Cook County:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Mark W. Finch and Laura A. Finch, His wife

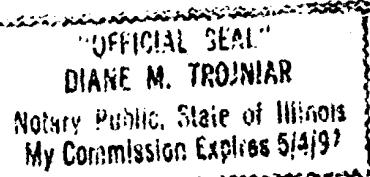
personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of February, 1996.

My commission expires:

Diane M. Trojnar
Notary Public

This instrument was prepared by Kristine E. McCann
Address: 901 NORTH ELM
HINSDALE, IL 60521



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Property of Cook County Clerk's Office

P.I.N. #25-06-303-36

LOT 17 (EXCEPT THE MORTI 44 FEET THEREOF) AND LOT 18 IN BLOCK 1 IN REVERLEY
HILLS BOROEVANS SUBDIVISION, BEING A RESERVATION OF THE MORTI 22 ACRES OF
GEORGIA A. CHARRIER'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF
SECTION 6, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

RECORDED
JULY 1970
COOK COUNTY CLERK

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AP# FINCHM-96F-5717

LNU 3412728

FHA ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 22nd day of February, 1995 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security instrument") of the same date given, by the undersigned ("Borrower") to execute Borrower's Note ("Note") to Berkshire Mortgage Corporation, A corporation

(the "Lender")
of the same date and covering the property described in the Security instrument and located at:

9200 S. Leavitt, Chicago, IL 60629
(Property Address)

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

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of July, 1997, and that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Lender will give Borrower notice of the new index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of Two and Three / Quarters percentage points (2.7500 %) to the current index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate.

(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payments of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will

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APC FINCHM-96F-5717

LNU 3412728

FHA ESCROW PAYMENTS RIDER

THIS ESCROW PAYMENTS RIDER is made this 22nd day of February, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to Berkshire Mortgage Corporation, A corporation

("Lender") of the same date and covering the property described in the Security Instrument and located at:

9200 S. Leavitt, Chicago, IL 60620
(Property Address)

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree to amend Paragraph 2 of the Security Instrument, entitled "Monthly Payments of Taxes, Insurance and Other Charges," by substituting the text of the entire paragraph with the following:

2. Monthly Payments of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any fees charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. In a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq., and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall deal with the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage or deficiency as permitted by RESPA.

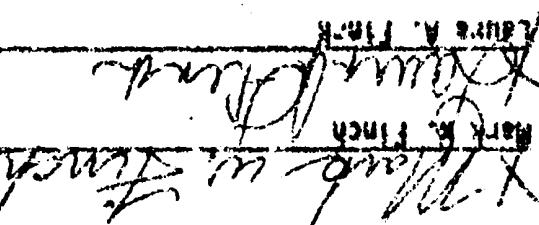
The Escrow Funds are pledged as additional security for all sums secured by the Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

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MULTISTATE FRAUD CHARGES NUMBER
PAUSE NO. 131:9208761-729
6/99

Property of Cook County Clerk's Office

:16165357?



BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in page(s) 1
and 2 of the Electrow Paymaster Add.

AP# FINCHM-98F-5717
LNU# 3412728

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CHANGE OF INFORMATION FORM

SCANABLE DOCUMENT - READ THE FOLLOWING RULES

1. Changes must be kept in the space limitations shown
2. DO NOT use punctuation
3. Print in CAPITAL LETTERS with BLACK PEN ONLY
4. Allow only one space between names, numbers and addresses

SPECIAL NOTE:

If a TRUST number is involved, it must be put with the NAME, leave one space between the name and number.

If you do not have enough room for your full name, just your last name will be adequate.

Property Index numbers (PIN #) MUST BE INCLUDED ON EVERY FORM

PIN:

25 · 00 · 363 · 036 · □□□

NAME

MARY HENSON □□□□□□□□□□

MAILING ADDRESS:

STREET NUMBER STREET NAME = APT or UNIT

900 S. LEE VILLE □□□□□

CITY

CHICAGO □□□□□

STATE:

ZIP:

IL

60620 · □□□

PROPERTY ADDRESS:

STREET NUMBER STREET NAME = APT or UNIT

900 S. LEE VILLE □□□□□

CITY

CHICAGO □□□□□

STATE:

ZIP:

IL

60620 · □□□

FILED: MAR 6 1996
RECEIVED
CLERK'S OFFICE
DUKE COUNTY JUDICIAL CLERK

REC'D 165357

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Property of Cook County Clerk's Office

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