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96201853

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RECORDING MAIL TO:

Old Kent Mortgage Company
Secondary Marketing Operations
Final Documentation :
P. O. Box 204
Grand Rapids, MI 49501-0204

DEPT-01 RECORDING \$33.50
T40009 TRAN 1400 03/15/96 13:00:00
\$4300 + RH *-96-201853
COOK COUNTY RECORDER

LOAN NO. 0879398
Affiliate No.

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 8, 1996
JOEL LOPEZ and MARIA EDOUVIGES LOPEZ, HUSBAND AND WIFE

The mortgagor is

33.50
M

("Borrower").

This Security Instrument is given to CITYWIDE MORTGAGE OF AMERICA,

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is
4305 WEST IRVING PARK ROAD, CHICAGO, IL 60641 ("Lender").

Borrower owes Lender the principal sum of One Hundred Twenty Eight Thousand Dollars and no/100
Dollars (U.S. \$ 228,000.00). 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 April 1, 2026 . 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 LEGAL DESCRIPTION

4194683 FEV 2/3
GIT

96201853

13-29-307-017

which has the address of 2744 NORTH AUSTIN BLVD.

CHICAGO

[Street]

[City]

Illinois 60639 ("Property Address");
[Zip Code]

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 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."

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15C/OMDTL//041/3014(9-80)-1

FORM 3014 9/80

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. Lender which may attach priority over this Security Instrument, Lender may give Borrower a notice terminating the lien. Lender's failure to prevent the lien to this Security Instrument, it Lender determines that any part of the Property is subject to a good faith belief by the Lender, or (c) Secures from the holder of the lien an agreement satisfactory to Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

Lender receives payment of the principal plus interest accrued by the lien in a manner acceptable to Lender; (b) agrees in writing to the payment of the principal plus interest accrued by the lien in a manner acceptable to Lender; (c) complies in good faith with the terms of the agreement entered into by the Lender; (d) complies in good faith with the Lender's directions regarding the payment.

Borrower shall pay directly to the Lender the amount of the principal plus interest accrued by the Lender under this Security Instrument in accordance with the terms of this Note.

Property which may attach priority over this Security Instrument, and immediately pay all amounts payable to Lender under this Note.

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

under Paragraph 2; third, to become due; fourth, to practice due; and fifth, to any late charges due under this Note.

Paragraphs 1 and 2 shall be applied first, to any prepayment charges due under this Note; second, to amounts payable under Paragraph 2; third, to taxes, assessments, charges, fines and impositions attributable to the Lender under

sums secured by this Security Instrument.

or else of the Property, shall apply any funds held by Lender at the time of acquisition, to the credit balance of the Fund held by Lender; if, under Paragraph 2, Lender shall acquire or sell the Property, Lender may so notify Borrower in writing.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

up the deficiency in no more than twelve months, at Lender's sole discretion.

and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency; Borrower shall make by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing.

Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held

by Lender to pay Borrower any interest or earnings on its funds, Borrower and Lender may agree in writing; however, provides otherwise. Unless an agreement is made as to applicable law, unless otherwise provided as additional security for all sums secured by this Security Instrument.

Funds, showing credits and debits to the Funds and the amount necessary to make up the deficiency. The

that interest shall be paid on the Funds, Lender shall give to Borrower and Lender shall each to the Funds was made. The

required to pay Borrower any interest or earnings on its funds, Borrower and Lender may agree in writing; however,

independent real estate tax reporting service user; b) Lender in connection with this loan, unless otherwise provided to make such a charge. However, Lender may require Borrower to pay a one-time charge for an account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applying the

pay the Escrow items. Lender may note that a Federal Home Loan Bank may apply the Funds, usually analyzing the

(including Lender, if Lender is such an institution or in any other form) or in any manner whose deposits are insured by a federal agency, instrumentality, or entity

The Funds shall be held in an irrevocable trust account by Lender for the benefit of the Noteholders in accordance with applicable law.

basis of current debt and recent market estimates of expenditures of future Escrow items or otherwise in accordance with and hold Funds in an account not to exceed the lesser amount Lender may estimate the amount of Funds due on the seq. (RESPA), unless, after having been given the right to do so, Lender may, at any time, comply under the Federal Residential Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. §2801 et seq., (hereinafter referred to as "RESPA"), which permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an item. These funds are called Escrow items, Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan may require for Borrower's escrow account, provided to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. Under the Escrow items, Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan may require for Borrower's escrow account, provided to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Lender to ground rents on the Property, if any; (c) yearly hazard or property insurance premiums, (d) yearly taxes and assessments which may attach to the Security Instrument as a lien on the Property, (b) yearly

to Lender on the day monthly payments are due under this Note, until the Note is paid in full, a sum (Funds) for: (a)

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay Note.

1. Payment of Principal and Interest; Prepayment and Late Charge. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the

UNIFORM COVENANTS, Borrower, and Lender covenant and agree as

implied warranties by intendment to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

BORROWER COVENANTS that Borrower to convey the title to the Property is unencumbered, except for encumbrances of record, mortgage, grant and convey the Property and title to the estate hereby conveyed and has the right to

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LOAN NO. 0 8 7 9 3 9 8

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 this 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 enjoin 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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available,

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1A. Notices. Any notices 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 notices shall be directed to the property address of any other address Borrower designates by notice to Lender. Any notice 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 notices provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in the paragraph.

13. **Loan Charges.** If the loan is secured by the Security instrument is subject to a law which permits maximum loan charges, and that law is fully interpreted so that the interest or other loan charges deducted or to be deducted in connection with the loan exceed the permitted limit, then: (a) any such loan charge which is reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum 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. It is refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12. Successors and Assignees Bound; Joint and Separate Liabilities; Co-Ownership. The convenants shall remain in force notwithstanding the successions and assignments of Lender and Borrower, subject to the provisions of paragraph 17. Covenants, covenants and agreements shall be joint and several. Any Borrower who co-signs this Note shall be liable for the obligations hereunder, jointly and severally, as if no separate signature had been made by such Borrower. Any Borrower may agree to extend, modify, forfeit or make any accommodations with regard to the terms of this Note without the prior written consent of the other Borrower.

11. Borrower Not Released; Right to Lender Not a Waiver. Extension of the time for payment of modification of amortization of the sums secured by this or any hypothecary instrument granted by Lender to any assignee or trustee of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest for payment of or preclude the exercise of any right of remedy.

Unless less land or power charges are agreed, it will be appropriate to principles to principal shall not exceed or
percentage the due date of the monthly payments made to principal charges 1 and 2 or charge the amount of such

If the Property is abandoned by Lender, or, after notice by Lender to Borrower that the Condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the notice is given, Lender is authorized to cause to be sold and apply the proceeds of its option, either to restoration or repair of the property or to the sums secured by this Security instrument, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums 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 sums secured by this Security instrument, unless Borrower and Lender otherwise agree in writing, the fair market value of the Property immediately before the taking is applied to the amounts of the proceeds 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 sums secured by this Security instrument but less than the amount of the proceeds paid to Borrower, the proceeds shall be applied to the sums secured by this Security instrument, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums secured by this Security instrument are applied to the sums secured by this Security instrument, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums secured by this Security instrument are applied to the sums secured by this Security instrument.

g. Inspection. Landlord or his agent may make reasonable entries upon and inspectations of the Property; Landlord shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damage, direct or consequential, in connection with any condemnation or other taking of any part of the Property, after conversion in lieu of condemnation, are hereby

10. Covenants. The provisions of any award or claim for damage, direct or consequential, in connection with any covenant, condition or agreement of any party to the Property, after conversion in lieu of condemnation, are hereby

Borrower shall pay to Lender each month a sum equal to one-twentieth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage is based or caused to be in effect, Lender will accept, use and retain these premiums as a loss reserve in lieu of mortgage insurance. Losses received by Lender may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender against becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends.

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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 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 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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action 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 secured by this Security instrument, foreclosure by judicial proceeding and

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FORM 30149/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
PAGE 6 OF 6
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HONORABLE JUDGE

This instrument was filed in the office of the Clerk of Cook County, Illinois, on the 10th day of October, 1999.
My Commission Expires 10/20/99
My Name is HOWARD NORMAN PARKS, JR.
My Social Security Number is 088-32-1111
My Official Seal is attached hereto.

Given under my hand and affixed seal this

day of October, 1999, free and voluntary act, for the uses and purposes hereinafter set forth.
Before me this day in person, and acknowledged that the above named subscriber is the same person(s) personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared

I, the undersigned, state do hereby certify that JOEL LOPEZ and MARIA EDUVIGES LOPEZ, HUSBAND AND WIFE, a Notary Public in and for said County and

County as:

STATE OF ILLINOIS,

Social Security Number _____

[Space Below This Line For Acknowledgment]

Social Security Number _____

(Seal) Borrower

(Seal) Borrower

Social Security Number _____

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

Witnesses:

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.

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such instrument as if the rider(s) were a part of this instrument and supplemental to the coverings and agreements of this Security instrument.

23. Whether or not Borrower wishes to pay any recording costs, Borrower shall pay any recording costs.

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 recording costs.

21. Release of the property. The notice shall inform Borrower of the right to release after acceleration and the right to sell in the foreclosure proceeding the non-delivery of a default or any other deficiency of Borrower to the association of the property. The notice shall inform Borrower of the right to release after acceleration and the association of the property. The notice shall inform Borrower of the right to release after acceleration and the right to sell in the foreclosure proceeding the non-delivery of a default or any other deficiency of Borrower to the association of the property.

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LOT 1 IN KEENEY SUBDIVISION OF LOTS (98 AND 99 IN TITLEY DIVERSY AVENUE SUBDIVISION OF LOT 4 IN CIRCUIT COURT PARTITION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 33 1/3 ACRES) AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 33 1/3 ACRES) IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 13-29-307-017

PROPERTY ADDRESS: 2744 NORTH AUSTIN AVENUE
CHICAGO, IL 60639

GIT
Alquale's 7/13
96201253