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T#0014 17APR 3040 05/15/96 02:45:00
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(DOK COUNTY) RECORDED

000323779

This instrument prepared by
and should be returned to:

JENNIFER FORTNER
NBD MORTGAGE COMPANY
901 SOUTH MEYERS ROAD, SUITE 300
DARIEN TERRACE, IL 60181

(Space Above This Line For Recording Data)

MORTGAGE

3350
C-1

THIS MORTGAGE ("Security Instrument") is given on
SALVADOR O. LARA AND YOLANDA LARA, MARRIED TO EACH OTHER

MARCH 30, 1996

The mortgagor is

(*Borrower"). This Security Instrument is given to
NBD MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF DELAWARE, and whose
address is 900 TOWER DRIVE, TROY, MI 48098

(*Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED SEVEN THOUSAND THREE HUNDRED FIFTY & 00/100

Dollars (U.S. \$ 107,350.00).

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 RIDER FOR LEGAL DESCRIPTION

**ATTORNEYS' NATIONAL
TITLE NETWORK**

REAL ESTATE TAX I.D. # : 17-19-309-017

which has the address of 2021 WEST 18TH PL, CHICAGO [Street, City],
Illinois 60608 [Zip Code] ("Property Address");

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 5/91
VMP MORTGAGE FORMS - 0000321-7591



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REC'D. 9/9/90

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of the written set forth above within 10 days of the giving of notice.

Security instrument, Lender may give Borrower a notice terminating the loan, Borrower shall satisfy the loan or take one or more steps to terminate. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security instrument, or (c) securites from the holder of the lien in agreement substantially to Lender's satisfaction the lien to enforcement of the lien, or (d) legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the lien in, Lender agrees to the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith that the lien writing to the payment of the lien which has priority over this Security instrument unless Borrower: (a) agrees in

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower:

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. If person owes payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If obligee, loans in the manner provided in paragraph 2, or if not paid in full amount, Borrower shall pay them on time directly to the which may attach priority over this Security instrument, changes, times and hypotheticals attributable to the Property which may affect taxes, assessments, changes, times and hypotheticals attributable to the Property

4. Charges, Liens, Borrower shall pay all taxes, assessments, changes, times and hypotheticals received by Lender under paragraphs

1 and 2 shall be applied first, to any payment otherwise, all payments made under the Note second, to amounts payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

Security instrument, shall apply any funds held by Lender in the time of acquisition of sale as a credit against the sums secured by this

Property, held by Lender, it, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the

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

unpaid payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after the due date necessary to pay the Escrow fees when due, Lender may so notify Borrower, and, in such case Borrower shall pay the amount sufficient to pay the Escrow fees when due, if the amount of the Funds held by Lender at any time is the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is

the excess Funds held by Lender exceeding the amount permitted to be held by applicable law, Lender shall account to Borrower for

make. The Funds are pledged as additional security for all sums secured by this Security instrument.

Lender may agree in writing, however, that interest shall be paid on the Funds and the purpose for which debt to the Funds was

accrued according to the Funds, showing credits and debits to the Funds and the purpose for which debt to Borrower, without charge, and

Lender may agree to be paid, Lender shall not be required to pay Borrower any interest on earnings on the Funds, Lender shall give to Borrower, without charge, and

repairs interest to be paid, unless applicable law provides otherwise. Lender is not liable for application of applicable law

however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by

the Escrow fees, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge.

Interest, Lender is such an institution of a any Escrow, annually auditizing the escrow account, or verifying

fees, Lender may not charge Borrower for holding, and applying the Funds, annually auditizing the escrow account, or verifying

fees, Lender is held in an institution whose deposits are insured by a federal agency, insurability, or entity (including

The Funds shall be held in accordance with applicable law or rules of the institution holding the funds.

otherwise in accordance with applicable law.

estimates the amount of Funds due at the basis of current debt and reasonable estimates of expenditures of future Escrow items or

amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender may

amounted from time to time, (2) U.S.C., Section 2601 et seq. ("RESPA"), unless another law shall applies to the Funds set a lesser

percentage loan may require Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related

provisions of paragraph 4, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow fees,"

any); (e) yearly insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the

or ground rents of the Property, if any; (g) yearly hazard or property insurance premiums; (h) yearly flood insurance premiums, if

and assessments which may affect the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes

Lender on the day monthly payments are due under the Note, until the Note is paid in full, Lender, Borrower shall pay to

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 payment and late charges due under the Note.

1. Payment of Principal and Interest, Borrower shall pay when due the

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

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

variations by jurisdiction to constitute a uniform security instrument covering real property.

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

will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the same hereby conveyed and has the right to mortgage,

All of the foregoing is referred to in this instrument as the "Property".

TOGETHER WITH ALL the improvements now or hereafter erected on the Property, All replacements and additions shall also be covered by this Security instrument.

fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security instrument, and

all other rights and interests in this Security instrument as the "Property".

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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 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, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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MBR(2) (90)

be severable.

given effect without the conflicting provision. To this end the provision of this Security instrument and the Note are declared to conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be jurisdiction in which the Property is located, in the event that any provision of clause of this Security instrument or the Note is unconstitutional in whole or in part the Note shall be governed by federal law and the law of the state where the Note is located.

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the state where the Note is located.

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security

any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's

by First class mail unless otherwise use of another method. The notice shall be directed to the Property Address or

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing a

under the Note.

Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge

Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to

permitted during and (b) any sums already collected from Borrower which exceeded permitted funds will be refunded to Borrower.

exceed the permitted funds, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the

and that law is fully interpreted so that the interest or other loan charges collected or to be collected in connection with the loan

13. Loan Charges. If the sum secured by this Security instrument is subject to a law which sets maximum loan charges,

makes any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent.

secured by this Security instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, shorten or

Borrower's interest in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the same

instrument but does not execute the Note; (c) is co-signing this Security instrument only to insure, furnish and convey that

borrower's obligations and agreements shall be joint and several. Any Borrower who co-signs this Security

12. Successors and Assigns; Joint and Several Liability; Covenants. The covenants and agreements of this

Security instrument shall bind and benefit the successors and Borrower, subject to the provisions of this

agreement.

Unless Lender and Borrower otherwise 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 such payments.

Unless Lender or Borrower otherwise in writing, any application of proceeds to principal whether or not extended or postponed

by this Security instrument, whether or not due.

is authorized to collect and apply the proceeds, at its option, either to resolution of part of the Property or to the sum secured

in interest of seller by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

sums secured by this Security instrument whether or not the sums are then due.

Borrower and Lender otherwise agree in writing or unless otherwise provides, the proceeds shall be applied to the

Property immediately before the taking is less than the amount of the sum secured immediately before the taking, unless

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

sums secured immediately before the taking, divided by (b) the fair market value of the following fraction: (a) the total amount of

Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the sum secured by this

instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this

written or oral then due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair market

in the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security instrument,

shall be paid to Lender.

10. Condemnation. The proceeds of any part of the Property, or for damages in law of condemnation, are hereby assigned and

Borrower agrees at the time of or prior to an inspection specifically resounding cause for the inspection.

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

reasonable ends in accordance with any written agreement between Borrower and Lender or applicable law.

payments required to maintain insurance provided by Lender against losses available and is obtained. Borrower shall pay the

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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 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 sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration 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 secured 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 in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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Form 3014 9/90

This instrument was prepared by:
[Signature]

My Commission Expires: **NOV 07 1993** State of Illinois
Within 12 months from the date of this instrument

Given under my hand and delivered the **1st day of MAY 1996**
Signed and delivered the said instrument in **THEIR free and voluntary act, for the uses and purposes herein set forth**

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged the same **THIS X** the
personally known to me to be the same person(s) whose name(s)

SALVADOR C. LARA AND YOLANDA LARA, MARRIED TO EACH OTHER
, a Notary Public in and for said county and state do hereby certify that

1. THE SECURITY

STATE OF ILLINOIS.

Borrower _____
(Seal)

Borrower _____
(Seal)

YOLANDA LARA _____
(Seal)

SALVADOR C. LARA _____
(Seal)

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in
any addenda executed by Borrower and recorded with it.

- [Check applicable box(es)]
- Adjustable Rate Rider
 - Fixed Rate Rider
 - Option(s) [Specify]
 - balloon Rider
 - Biweekly Payment Rider
 - Second Home Rider
 - Biweekly Development Rider
 - Rate Improvement Rider
 - 14 Family Rider
 - condominium Rider

24. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenants and agreements of this Security Instrument as to the rider(s) were a part of this Security Instrument.
The covenants and agreements of this Security Instrument as to the rider(s) were a part of this Security Instrument.

23. Waiver of Homestead. Borrower waives all right of homestead execution in the property.
Without charge to Borrower, Borrower shall pay any recording costs.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
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First Chicago Mortgage Services



Midwest Mortgage Services, Inc.

LOAN # 0000323779

2021 WEST 18TH PL

CHICAGO, IL 60608

LEGAL DESCRIPTION RIDER

LOT 59 IN F. PASDELOUP'S SUBDIVISION OF BLOCK 44 IN SECTION 19,
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

REAL ESTATE TAX I.D. #: 17-19-309-017

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Property of Cook County Clerk's Office

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