

# UNOFFICIAL COPY

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mailed:  
THE FIRST MORTGAGE CORPORATION  
19831 GOVERNORS HIGHWAY  
FLOSSMOOR, ILLINOIS 60422



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DEPT-01 RECORDING 435.50  
TRAY 5826 05/25/95 13:24:00  
1991 JIM \*-95-341607  
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

State of Illinois

## MORTGAGE

FINCHES  
131:7921527:723

THIS MORTGAGE ("Security Instrument") is given on MAY 1st 1995. The Mortgagor is JOHN CHRISTENSEN A BACHELOR AND CHERYL ZERTH DIVORCED AND NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to THE FIRST MORTGAGE CORPORATION

which is organized and existing under the laws of ILLINOIS and whose address is 19831 GOVERNORS HIGHWAY, FLOSSMOOR, ILLINOIS 60422

("Lender"). Borrower owes Lender the principal sum of SIXTY THREE THOUSAND THREE HUNDRET FORTY THREE AND 00/100 Dollars (U.S. \$63,343.00).

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 MAY 1st 2025. This Security Instrument secures to 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 debts, with interest, advanced under paragraph 6 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:

LOT 29 IN THOMAS HULL GARDENS SIXTH ADDITIONAL ACCORDING TO THE PART OF SAID SUBDIVISION RECORDED APRIL 30, 1985 AS DESCRIBED IN COOK COUNTY RECORDS ILLINOIS TAX ID. 07-32-25-304-007

THIS MORTGAGE IS BEING RERECORDED TO CORRECT THE LEGAL DESCRIPTION. SEE EXHIBIT A ATTACHED HERETO.

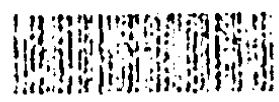
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which has the address of 1591 222ND PLACE, SALEM VILLAGE, Illinois 60411 177 Code ("Property Address")

FHA Form 1004 (Rev. 7-81)  
MORTGAGE FORMS - RECORDS  
PL. 128  
1995

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COOK COUNTY RECORDER

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock, and all 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."

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

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**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 late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) household payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, or reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period of six months before an item would become delinquent. Lender shall hold the amount collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments made by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the date of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either retain the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency prior to the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary (or any year in which such premium would have been required if the Lender still held the Security Instrument), each monthly payment shall also include either (i) an installment of 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. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth or one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower shall be credited with the balance remaining for all installments for 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 (minus a reasonable administrative charge) 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).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

**First**, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

**Second**, to any taxes, special assessments, household payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

**Third**, to interest due under the Note;

**Fourth**, to accumulation of the principal of the Note;

**Fifth**, to late charges due under the Note.

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4. Fire, Flood and Other Hazard Insurance. Borrower shall obtain and maintain insurance on the Property, including but not limited to, fire, theft, lightning, windstorm, hail, and water damage, including fire, for which Lender requires coverage. This insurance shall be maintained in the amount and for the periods that Lender requires. Borrower shall also insure any improvements on the Property, whether now or hereafter or subsequently acquired, against loss by floods to the extent required by the lender. All insurance shall be carried with a company approved by Lender. The insurance policies and any proceeds shall be held by Lender and shall not be for the benefit of, and in a favor capable to, Lender.

In the event of loss, Borrower shall give Lender notice of same by mail. Lender may make proof of loss and arrange promptly to obtain any cash advance or payment authorized to be advanced and disbursed to make a payment for such loss directly to the lender instead of to Borrower or to Lender's order. All or any part of the insurance proceeds may be applied by Lender, at its sole discretion, to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts due in the order in paragraph 3, and then to payment of principal, or to the replacement or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or prepay 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 all outstanding indebtedness under the Note and this Security Instrument shall be paid to the order, legally entitled thereto.

In the event of foreclosure of this Security Instrument or of a transfer of title to the Property that extinguishes the independent title rights for all purposes of the owner's title insurance policies in favor of the purchaser.

5. Acceptance, Preservation, Maintenance and Protection of the Property: Borrower's Use and Application; Leasehold. Borrower shall occupy, use, and maintain the Property as Borrower's principal residence within sixty (60) 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 receiving notice of the Security Instrument's foreclosure. Borrower's use and occupancy will cease or be limited for Borrower or a lease even if any other person, other than Borrower or Borrower's estate, permits such use. Lender, at its discretion, may determine the extent of the use and occupancy of the Property if the borrower is in default of the note. Lender may inspect the Property if the borrower is in default of the note. Lender shall have the right to take reasonable action to protect and preserve such value for abandoned Property. Borrower shall be in default of the note, during the term of any lease, if the lease is not a bona fide lease or if the lease is not assigned to Lender or to a party Lender will accept in full satisfaction of the note, including, but not limited to, any matters concerning Borrower's use of the Property as a commercial enterprise. If this Security Instrument is not a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires the title to the Property, the lease and the 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 taxes, including municipal charges, taxes and assessments that are not included in paragraph 2. Borrower shall also pay all charges on loans directly to the entity which is owed the payment of a loan to pay would adversely affect Lender's interest in the Property, upon Lender's request. Borrower shall promptly furnish 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 enforcement or to enforce laws or regulations), then Lender may demand pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, leasehold insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and all the expenses of order shall be immediately due and payable.

7. Coordination. The proceeds of any award or claim for damage, a rest or consequential, in connection with any condemnation or other taking of any part of the Property, or for or recovery in place of land or nation, are hereby assigned and shall be paid to Lender in the event of the total or partial interest that remains unpaid under the Note and this Security Instrument. Lender shall pay such proceeds to the extent of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied to the principal of the loan in paragraph 3, and then to payment of principal. Any application of the proceeds to the principal shall not extend or prepay the due date of the monthly payments of the Note. If the

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paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding obligations under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

## 9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment; or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a benefited interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances exist that would permit Lender to require immediate payment in full, but Lender does not require such payment, Lender does not waive its rights with respect to subsequent acts.

(d) Regulations of HUD Secretary. In no circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclosure if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured hereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to refer a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note of this Security Instrument. This right applies even after foreclosure proceedings are initiated. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly 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 or after the commencement of foreclosure proceedings within a year 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 for Insurance if Lender Not a Waiver. Extension of the time of payment or a deferral of acceleration of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower or shall not operate to release the liability of the original Borrower or borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify enforcement 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.

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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 9b. Borrower's covenants and agreements shall be joint and several. Any Lender 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 address 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 conforming 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 same to Lender or Lender's agent. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Lender or shall collect and receive all rents and revenues of the Property as owed 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 in 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.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any assignment of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 17, including, but not limited to, reasonable attorneys' fees and costs of litigation.

18. 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.

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

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20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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.

(Check applicable box(es))

Condominium Rider

Graduated Payment Rider

Other (Specify)

Planned Unit Development Rider

Growing Equity Rider

ADJUSTABLE RATE RIDER

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

Witness:

*[Signature]*

*[Signature]*  
JOHN CHRISTENSEN (Seal)  
6/1/98

\_\_\_\_\_

*[Signature]*  
CHRISTOPHER ZENTH (Seal)  
8/1/98

\_\_\_\_\_

*[Signature]*  
(Seal)  
2/20/98

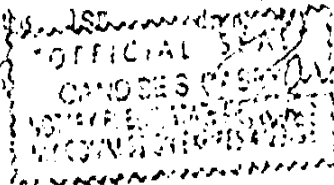
STATE OF ILLINOIS, COUNTY OF DEKALB, County of

I, THE UNDERSIGNED, a Notary Public in and for said county, and state do hereby certify that JOHN CHRISTENSEN, a BACHELOR AND CHRISTOPHER ZENTH, AND JOHN STEVE PERASEROU

personally known to me to be the same person(s) whose name(s) is/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 \_\_\_\_\_ day of \_\_\_\_\_, 1998.

My Commission Expires 4/23/98



This instrument was prepared by:

97-475908

97-475908

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EXHIBIT

1997-01-27-01527-025

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is subject to the terms and conditions of the Security Instrument and the deed of trust and mortgage deed (Security Instrument) of the same date given by the mortgagor to the lender, secured by the security instrument, and the deed of trust and mortgage deed, all as recorded in the public records of the County of Cook, Illinois.

The interest on the loan is to be determined by the property described in the Security Instrument and located at:

1101 GRAND PRAIRIE, CALK VILLAGE, IL 60015.  
(2 years term)

THE SAME CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE IN ITS ENTIRETY AND THE OWNER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME, AND THE MONTHLY RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS, conditions, covenants and agreements made in the Security Instrument, deed of trust and mortgage deed cover the following:

### INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Date

The interest rate may change on the first day of each year beginning with 1996 and on the first day of each succeeding year. Change Date means each date from the first date of a change.

#### (B) The Index

Beginning with the first Change Date, the interest rate will be based on the Index. The Index means the weekly average yield on United States Treasury Securities selected to a maturity of one year, as made available by the Federal Reserve Board. Current index means the most recent index to be available 30 days before a Change Date. If the Index for a Change Date is no longer available, and if no other Index is available, the Index shall be the Index for the last Change Date. "Secretary" means the Secretary of Housing and Urban Development or his authorized representative.

#### (C) Calculation of Interest Rate Changes

Before each Change Date, the interest rate will be determined by the formula:

(X) AND THREE QUARTERS (percentage points) 2.75%  
plus the Current Index and adding the result to the result of one percentage point (1.00%) shall be the limit stated in paragraph (D) of this article. The result of this formula will be the new interest rate for the next Change Date.

#### (D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.00%) in any year. Change Date. The interest rate will never be more than five percentage points (5.00%) higher or lower than the initial interest rate.

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### (E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to pay the unpaid principal balance of L at the maturity date at the new interest rate through a substantially equal payment. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments of principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

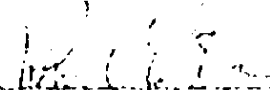
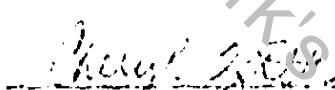
### (F) Notice of Change

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 30 days before the new monthly payment amount is due, and must set forth in the case of the notice, (i) the Change Date, (ii) the old interest rate, (iii) the new interest rate, (iv) the new monthly payment amount, (v) the Current Balance and the time it was paid, and (vi) the method of calculating the change in monthly payment amount, and (vii) any other information which may be required by law from time to time.

### (G) Effective Date of Change

A new interest rate and monthly payment amount shall apply on the Change Date. Lender or Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of change required by paragraph (F) of this Rider. Borrower shall have 30 days from the date of the notice to pay any increase in the monthly payment amount calculated in accordance with paragraph (E) of this Rider. If any payment date occurring less than 25 days after Lender has given the required notice, if the monthly payment amount calculated in accordance with paragraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amount exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return in full of any excess payment, with interest thereon at the Note rate, a rate equal to the interest rate which should have been stated in a timely notice, or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not a negotiable event if the Note is of value assigned before the demand for return is made.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate Rider.

	(Sgn)		(Sgn)
JOHN CHRISTENSEN	Borrower	CHERYL TERRELL	Borrower
_____	(Sgn)	_____	(Sgn)
	Borrower		Borrower
_____ (Special Agent in Charge of the Police Department)			

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## Exhibit A

### Legal Description

LOT 22 IN INDIAN HILL GARDENS FIRST ADDITION, BEING A SUBDIVISION OF THAT PART LYING EAST OF THE EASTERLY RIGHT OF WAY OF THE CALUMET EXPRESSWAY OF THE NORTH 12 ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36 AND ALSO PART OF THE SOUTHWEST 1/4 OF SECTION 25, ALL IN TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED APRIL 30, 1956, AS DOCUMENT 1656-1130 IN COOK COUNTY, ILLINOIS.

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