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T#0013 TRAN 3298 09/24/97 10:54:00
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COOK COUNTY RECORDER

Prepared by: Dawn Hammes
605 State Street
La Crosse, WI 54601
608-781-4636 8267

MORTGAGE

Loan Number 0000066512
Parcel ID Number(s) :
32 32 224 015

THIS MORTGAGE ("Security Instrument") is given on August 28, 1997 . The mortgagor is

SHEILA K WEST
An Unmarried Woman

("Borrower"). This Security Instrument is given to First Federal Savings Bank La Crosse - Madison

which is organized and existing under the laws of the United States of America , and whose address is 605 State Street La Crosse, WI 54601

("Lender"). Borrower owes Lender the principal sum of

FIFTEEN THOUSAND & 00/100

Dollar (U.S. \$ 15,000.00).

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 September 15, 2007 . 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

97705125

Parcel ID #:

which has the address of 3300 DORNELL DRIVE SO CHICAGO HEIGHTS
Illinois 60411 [Zip Code] ("Property Address");

(Street, City),

ILLINOIS -Single Family - FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Initials _____ Amended 5/91
MIP -6R(IL) (9608)

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VMP MORTGAGE FORMS · (800)521-7291



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Form 38a 3/80

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of the actions set forth above within 10 days of the giving of notice. Security Instrument, Lender may give Borrower a notice identifying the item. Borrower shall satisfy the item or take one or more steps to correct the deficiency. If Lender deems it necessary to do so, Lender may give Borrower a notice identifying the item. Borrower shall satisfy the item or take one or more steps to correct the deficiency. If Lender deems it necessary to do so, Lender may give Borrower a notice identifying the item. Borrower shall satisfy the item or take one or more steps to correct the deficiency.

Borrower shall promptly discharge any item which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the item in a manner acceptable to Lender; (b) consents in good faith the item to be sold or disposed of by, or demands specific enforcement of the item in, legal proceedings which in the Lender's opinion operates to prevent the Borrower from making payment of the item.

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

Person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay item on time directly to the obligor.

which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay these 4. Charges; Items. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property.

item, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this held by Lender. If, under paragraph 2, Lender shall acquire all the Property, Lender, prior to the acquisition of sale of the

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

to Lender the amount necessary to make up the deficiency in no more than twelve months.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for

made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

annual accounting of the Funds, showing credits and debits to the funds and the purpose for which each debit to the Funds was

Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an

not sufficient to pay the Escrow items within due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay the excess Funds in accordance with the requirements of applicable law. If the amount held by Lender at any time is

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

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

Lender in connection with this loan, unless applicable law permits Lender to make such a charge.

However, Lender may not charge Borrower for holding, and applying the Funds, usually delaying the escrow account, or verifying

items. Lender is such as such an institution) or in a Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow

Lender in connection with this loan, unless Lender pays Borrower interest on the Funds and applies law permits Lender to make such a charge.

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

However, Lender may not charge Borrower for holding, and applying the Funds, usually delaying the escrow account, or verifying

items. Lender may not charge Borrower for holding, and applying the Funds, usually delaying the escrow account, or verifying

The Funds shall be held in an institution on those deposits are insured by a federal agency, instrumentality, or entity (including

otherwise in accordance with applicable law.

estimate the amount of Funds due on the basis of current data 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. 12 U.S.C. Section 2601 et seq. ("RESPA"). unless otherwise law this applies to the Funds less a lesser

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

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 para. 2(a), in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

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

or ground rents on the Property, if any; (c) yearly hazard or property insurance; (d) yearly flood insurance premiums, if

and assessments, which may affect this Security Instrument as a loss on the Property; (b) yearly leasedhold payments

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

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 prepayment and late charges due under the Note.

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the

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

Variations by jurisdiction to constitute a uniform Security Instrument covering real property.

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

geared and convey the title to the Property is unencumbered, except for encumbrances of record. Borrower waives and

All of the foregoing is reflected in this Security Instrument as the "Property".

ITEMS now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument

TOGETHER WITH all the improvements now or hereafter created on the property, and all easements, appurtelements, and

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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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be severable.

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

16. Condemnation or other action against Borrower. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other action against Borrower, shall be applied to the sum secured by this Security Instrument.

17. Inspections. Lender or its agent may make reasonable contacts upon and inspections of the Property. Lender shall give notice to Borrower and Lender of the time and place of any inspection. Borrower shall pay the cost of any inspection made by Lender at Borrower's expense.

18. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing it under the Note.

19. Borrower. If a reduced principal, the reduction will be treated as a partial prepayment without any prepayment charge Lender may choose to make this reduced by reducing the principal owed under the Note or by making a direct payment to Borrower. Any notice to Lender addressed hereinafter or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Lender when given as provided in this paragraph.

20. First class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address by first class mail unless applicable law requires use of another method. The notice shall be given by first class mail to Lender's

21. Notes. Any note to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing it under the Note.

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

make any accommodations with regard to the terms of this Security Instrument or the Note unless this Borrower's consent.

23. Borrower's interest in the Property under the terms of this Security Instrument (b) is not personally obligable to pay the sums instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey the property to Lender and several. Any Borrower who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender and several. Any Borrower, subject to the provisions of Security Instrument shall bind and benefit the successors and assigns of Lender and several. The covenants and agreements of

24. Successors and Assigns Bound: Joint and Several Liability: Covenants. The covenants and agreements of this

25. Interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any commerce proceedings against any successor in interest of Lender to extend time for payment of otherwise modify amortization of the sums secured by this Security Instrument by the original Borrower or Borrower's successors in interest of Lender to release the liability of the original Borrower or Borrower's successor in interest Lender shall not be required to not operate to release the liability of the original Borrower or Borrower's successor in interest Lender shall not be required to not amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Lender shall bind and benefit the successors of Lender shall

26. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment of modification

27. Unless Lender and Borrower otherwise agree as in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments received to it, regardless of change in such payments.

28. If the Property is abandoned; by Borrower, or if, after notice to Borrower that the condemnor offers to make an award of certain for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender

29. sums secured by this Security Instrument whichever or not the sums are then due.

30. Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Prolonged. Any balance of the sums secured by the original Borrower or Borrower's successor in interest Lender shall be paid to Lender 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 (d) the fair market value of the Property immediately before the taking of the sums secured by the original Borrower or Borrower's successor in interest Lender shall be paid to Lender 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 before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this Security instrument before the taking, divided by (b) the fair market value of the Property immediately before the taking.

31. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument which shall be paid to Lender.

32. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other action against the Property, or for conveyance in lieu of condemnation, are hereby assigned and

33. Inspection. Lender or its agent may make reasonable contacts upon and inspections of the Property. Lender shall give notice to Borrower and Lender of the time and place of any inspection.

34. Insurance. Premiums required to maintain mortgage by Lender against available and is obtained. Borrower shall pay the premium on the insurance coverage in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written insurance contract between Borrower and Lender or applicable law.

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

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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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Douglas A. Anderson

Notary Public
1997

Given under my hand and official seal, this 28th day of August 1997

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

My Commission Expires: *12/2000*

NOTARY PUBLIC STATE OF ILLINOIS
GAYLE L. AHRENDT
• OFFICIAL SEAL •

I, GAYLE L. AHRENDT, a Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS, MARCH 12, 1997
County ss: WILL

Borrower
(Seal)

Witnesses:
Borrower
(Seal)

SHEILA K WEST
Borrower
(Seal)

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

- (Check applicable box(es))
- 2A. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
The covenants and agreements of each such rider shall be incorporated into and shall amend and supplement
the Security Instrument.
- Adjustable Rate Rider Condominium Rider 1-4 Family Rider Planified Unit Development Rider Race Impovement Rider Second Home Rider Other(s) [specify]
- Balloon Payment Rider Graduated Payment Rider Biweekly Payment Rider VA Rider

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

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LOT 5 IN BLOCK 2 IN SAUK TRAIL MANOR THIRD ADDITION TO LOT 4 IN CIRCUIT COURT PARTITION OF THE NORTHEAST 1/4 OF SECTION 32 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED MAY 5, 1900 IN BLOCK 79 OF PLAT PAGE 9 AS DOCUMENT 29 56 680, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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COOK COUNTY RECORDER

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