GAZSOSP T RETURN ORIGINAL TO: STANDARD FEDERAL BANK 2600 W. BIG BEAVER ROAD TROY, MICHIGAN 48084

THIS INSTRUMENT WAS PREPARED BY
PERST AMERICAN NATIONWIDE INCUMPANY. THE
UNDER THE SUPERVISION OF NACHEL CASHILLO
II GREENWAY PLAZA, 10TH PLOUR
HOUSTON, TEXAS FOR HEE

COOK CAMERA RECORDED JESSE WHITE ROLLING MEADOWS

Space Above This Line For Recording Data) MORTGAGE	27 E (0 This cities of the Company		
MORTGAGE	# 603a10946		

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 26, 1997. The mortgagor is MICHAEL J. U. ALSH, A SINGLE MAN AND MILA KATSNELSON, A SINGLE WOMAN

This Security Instrument is given to STANDARD FEDERAL BANK, A FEDERAL SAVINGS BANK

which is organized and existing under the laws of CUE UNITED STATES OF AMERICA and whose address is 2600 NV. BIG BEAVER ROAD TROY, MICHIGAN 48084

('Lender').

Borrower owes Lender the principal sum of ONE HUNDRED NINETY FOUR THOUSAND SEVEN HUNDRED FIFTY AND NO 1 100

Dollars (U.S. S. 194,750.00). This debt is evidenced by Fortower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid narlier, due and payable on OCTOBER 01, 2027. This Security instrument secures to Lander: (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 (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.

TAX ID NUMBER 10-17-214-046

SEE ATTACHED LEGAL DESCRIPTION

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which has the address of 9241 S PARKSIDE

MORTON CROVE

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(Street)

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C'Property Address");

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appartenances, and fixtures now of interaction now or negative excelled on the property, and all extensitis, appartenances, and fixtures now of interaction 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." TOGETHER WITH all the improvements now or he-calter erected on the property, and all easements,

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

TRIS SECURITY INSTRUMENT combines uniturin coverants for national use and non-uniform coverants

with limited via ations by jurisdiction to constitute a uniform security instrument covering real property.
UNIFORM COVENANTS thorower and Lender covenant and agree as follows:

Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and inverest on the debt evidenced by the Note and any prepayment and late charges due under the Note

Funds for Three and Insurance. Subject to applicable law or to a wenten walver by Lender, Borrower shall pay to 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 and assessments which may attain priority over this Security Instrument at a tien on the Property; (b) yearly leatehold payments or ground tents on the Property, it may; (c) yearly hazard or property insurance premiums, if any; (d) yearly morngage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph B, in lieu of the payment of northing insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum anomin a londer for a federally related mortgage loan may requir. For Borrower's escrow account under the lederid Real Estate Southement Procedures Act of 1974 as amended from time to time, 12 U S C, \$ 260) et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser the time. 12 U S C, \$ 260) et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser the time. in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of fun re Escrow Items or otherwise in accordance with applicable lavi

The Punds shall be held in an institution whose deposits or insured by a tederal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal flome Loan Bank. Lender shall apply the Funds to pay the Escrow hums. Lender may not charge but cover for holding and applying the Funds, annually analyzing the eactow account, or verifying the Escrow Items unless Londer pays Borrower interess on the Funds and applicable law permits Londer to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Londer in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earning on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Ender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this

If the Funds held by Lender exceed the antounts permitted to be held by applicable law, Lencer shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If it c an ount of the Funds held by Lender at any time is not sufficient to pay the liscrow lieurs when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at herefore's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 21, Lender shall acquire or soil the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lember at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Phyments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Charges: Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents. If any, Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that minner,

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Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall

promptly furnish to Lender tweelpts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless florrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings Lender: (b) confests in good faith the fleit by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) securer from the holder of the lien an agreement satisfactory to Lender subordinating the hon to this Security Instrument. If Lender determines that any part of the Property is subject to a flen which may attain priority over this Security Instrument, Lender may give floreneer a nonce identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hagard or Property Insurance. Borrower shall keep the improvements how existing or hereafter effected on the Property insurance of flors by first 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

rights in the Property in accordance with Paragraph 1.

All insurance policies and renewals shall be accapitable to Lender and shall include a standard mortgage clause. Lender shall have be right to hold the policies and renewals. It the event of loss, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompte notice to the insurance exercit and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrover otherwise agree in writing, insurance proceeds shall be applied to restoration or repair to construct an accommodally feasible will Lender's security is not because of the Property damagnes, if the restoration or repair to economically feasible will Lender's security is not become the property damagness of the restoration or repair to economically feasible will Lender's security in the learners. lessenal. If the restoration or terms is not oconomically feasible or Lander's security would be lessened, the insurance proceeds shall be applied to be sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower shadous the Property, or does not unswer within 30 days a notice from Lander that the insurance carrier has of eved to sente a claim, then Lender may collect the insurance proceeds.

Lender that the insurance carrier has of ered to settle a claim, then Lender may collect the insurance proceeds. Londer may use the proceeds to repair or neutral the Property or to pay sums secured by this Security Instrument, whether or not then due The Moday period vall, begin when the notice is given.

Unless Lender and Borrower otherwise agree by writing, any application of proceeds to principal shall not extend or posipone the due date of the monthly pay twents referred to in Paragraph I and 2 or charge the amount of the payments I under Paragraph II the Property is accurated by Linder, Borrower's right to any Industries profices and proceeds requiring from demage to the Property prior to the acquisition whall pass it Lender to the extent of the sums secured by this Security Instrument immedia of prior to the acquisition.

6. Occupancy, Preservation, Mulntenance and Protection of the Property as Borrower's Loan Applications Leaseholds. Borrower shall occupy, establish for use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall commune to occupant the Property as Borrower's principal residence for at lends one year rise the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unless stall without a commune to occupant 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 determination, procludes forfeiture of the Property or otherwise materially impair the line created by this Security Interest. Borrower may cute such a default and refined and provided in Paragraph 18, by this Security interest. Borrower shall also be in default if Borrower, during the loan application proceeds. loan application procurs, gase materially false or inaccurate information of statements to Letale (or falled to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations conceening Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a lesschold. Borrower shall comply with all the provisions of the tente, it increases acquires fee title to the Property, the lesschold and the fee title shall not merge unless Lender agrees to the imager

Protection of Lender's Rights in the Property. If Borrower falls 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 then which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' feet and entering on the Property to make repairs. Although Leader may take action under this Paragraph 7, Leader does

not have to do so.

Any amounts distrassed by Lander 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

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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.

Murtgage Insurance. It Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the promlums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lepses 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 morngage 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-tivelfill of the yearly mortgage insurance premium being paid by Bortower when the insurance coverage lapsed or reased to be in effect. Londer will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is chamed. Borrower shall pay the premiums required to maintain mortgage insurance in offect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrowur and Londer or applicable law.

Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give P, trower notice at the time of or prior to an inspection specifying reasonable cause for the

10. Condemnation, in proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of

condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Institutent, whither or not the due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market valve or the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the runs, secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction; (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the 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 Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless thorrower and Lender otherwise agree in writing or unless applicable law otherwise provides, it e proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Horrower, or if, when notice by Londer to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fulls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due time of the monthly payments referred to in Paragraphs 1 and 2 or change the amount

of such payments.

12. Borrower Not Released; Forbearance By Lender Not a Watver, fixtension of the time for payment or modification of amortization of the sums secured by this Security Instrument grayted by Lender to any successor in interest of Borrower shall not operate to release the flability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor-to interest or teluse to extend time for phymeni or otherwise modify amortization of the sums secured by the Society Instrument by reason of any demand made by the original Borrower or Borrower's successors in indicest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The coverage of agreements of this Security Instrument shall bind and benefit the successors and assignts of Lember and Dorrower. subject to the provisions of Paragraph 17, Hottower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note. (a) is co-signing this Security Instrument only to mortgage, grant and convey, that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommedations with regard to the terms of this Security Instrument of the Noice without that Borrower's consent.

13. Loun Charges, if the loan secured by this Security Instrument is subject to a law which sets maximum toan charges, and that law is finally interpreted so that the interest of other four charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such four charge that be reduced

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by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It is refund toduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. 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 other 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.

13. 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 of the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of the Note which can be given effect without the conflicting provision. To this end the provisions of

this Security instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of 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 Lansferred (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 late the notice is delivered or malled 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 Horrower

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 reinstationant) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of n 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 deposit 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 recurred. However, this right to relitate 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 Society Instrument) may be sold one or more times without prior notice to Borrow.—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 of accordance with Paragraph 14 above and applicable taw. 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 inquired by

applicable law.

20. Hazardous Substances. Bortower shall not cause or permit the presence, use, disposal, sousce, or rulease of any Hazardous Substances on or in the Property. Bortower 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 section by may 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 temediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial authors in accordance with Environmental Law.

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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, kerozens, other Hammable or toxic petroleum products, toxic petroleum and herbicides, volunte kolvents, materials comaining substances or tornaldehyde, and radioactive materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is localist that relate to health, sufety or environmental protection

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NON-UNIFORM COVENANTS. Bortower 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, fornotosure 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 remadles provided to this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release, Open payment of all sums secured by this Security Instrument, Leader shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Horrower a fee for releasing their Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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

24. 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 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 of 1(es))

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STATE OF ILLINOIS,	COOK	County sw			
1. His wife's and state, do hereby certify that Michael J. Walsh, a SINGLE	U	, a Notary public in and for said county			
appeared before me this day	in person, and acknow and voluntary act, for the official seal, this 26TH				
My Colombus of T	Cof	Colling Minks			

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LEGAL DESCRIPTION

LOT 38 (EXCEST THE SOUTH 16 FEET THEREOF) ALL OF LOT 39 IN BLOCK 1 IN NORTH SIDE REALTY COMPA'S'S DEMPSTER "L" TERMINAL 4TH ADDITION, A SUBDIVISION IN THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE TLARD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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