

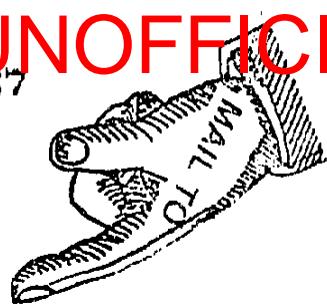
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97955987

RECORD AND RETURN TO:

PRISM MORTGAGE COMPANY

350 WEST HUBBARD-SUITE 222
CHICAGO, ILLINOIS 60610



DEPT-01 RECORDING \$33.50
T40013 TRAN 6865 12/19/97 09:35:00
49995 + TB # - 97-955987
COOK COUNTY RECORDER

Prepared by:

CAROL ARDELL
LIBERTYVILLE, IL 60048

MORTGAGE⁷

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 28, 1997
MELVIN BARNES, MARRIED TO LINDA BARNES *MB*

The mortgagor is

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

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 500 PETERSON ROAD

, and whose

LIBERTYVILLE, ILLINOIS 60048 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED FORTY NINE THOUSAND NINE HUNDRED AND 00/100

Dollars (U.S. \$ 149,900.00).

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 DECEMBER 1, 2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION.

ATTORNEY'S NATIONAL
TITLE NETWORK, INC.

29-22-416-009-0000

which has the address of 16651 SCHOOL STREET, SOUTH HOLLAND
Illinois 60473 [Zip Code] ("Property Address");

[Street, City].

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 5/91

[Signature]

VMP-6V(IL) 199021.01

Page 1 of 6

VMP MORTGAGE FORMS - 18001521-7291

DPS 1751

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Form 3014 9/90 DPS 1090 Page 2 of 6

Borrower shall promptly discharge any lien which has priority over this Security Instrument pursuant to the terms of the Note; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) concedes in good faith the lien by, or demands against the holder of the lien in, legal proceedings which in the opinion of Lender's attorney to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the property is subject to a lien which may attach priority over

to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

These obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay which may attain priority over this Security Instrument, and assessments, charges, fines and impositions attributable to the Property.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions arising from the payment of interest due; fourth, to principal due; and last, to any late charges due under Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts paid by under Paragraphs 1 and 2 shall be applied: first, to any prepayment charges due otherwise, all payments received by under Paragraphs 1 and 2 shall be applied: first, to any late charges due under Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by under Paragraphs 1 and 2 shall be applied: first, to any late charges due under Note.

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

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit, and trust the sums secured by Funds held by Lender. If, under Paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale

lender to Lender the amount necessary to make up the deficiency in no more than twelve months after the date of the transaction, or earlier if the sum is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower

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

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

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

Without charge, in annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower,

applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds.

Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or

charge, however, Lender may require Borrower to pay one-time charge for an independent real estate tax reporting service a charge. However, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such

escrow items. Lender may not charge Borrower for holding and applying the Funds, annually summarizing the escrow account, or

including Lender, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the

escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future

sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds

labeled mortgage loan in retitle for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

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

the provisions of para. 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items."

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

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

and assessments which may attach priority over this Security Instrument as a lien on the Property; (i) yearly leases

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

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 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 joint stock to constitute a uniform security instrument covering real property.

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

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

Grant and convey the Property and that the Property is unique numbered, except for encumbrances of record. Borrower warrants

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

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

fixtures now or heretofore a part of the property. All replacements and additions shall also be covered by this Security

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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 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 obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The 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 Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums 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 Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the 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 date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower 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 amortization 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.

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 17. Borrower'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 accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

Initials: 

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8. Mortgagee Insurance. If Lender requires 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. Borrower shall pay the premiums required to

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 disbursal at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

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 do so until terminated by death, bankruptcy, or conversion to a condominium or otherwise. The date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, shall be the date of termination, or whenever 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 Lender's good faith judgment could result in forfeiture of the property or otherwise interfere with Lender's security interest in this Security instrument. Lender may sue such a default and receive, as provided in paragraph 18, by causing action or proceeding to be dismissed with a nulling judgment of otherwise interfere with Lender's security interest. Borrower may impinge on the property of others in any manner which interferes with Lender's security interest in this Security instrument, is bound to pay Lender's reasonable attorney fees and costs of collection, and shall be liable for all damages resulting from such conduct.

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 Lender's security interest in this Security instrument is impaired by any other cause.

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 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 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.

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 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 deliver 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.

option, obtain coverage to protect Lennder's rights in the Property in accordance with paragraph .

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 required, for which Borrower carries insurance. The insurance carrier 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, require Borrower to obtain such insurance and pay the premium therefor to Lender, who shall then deduct the amount so paid from the next payment of principal and interest due under this Note.

this Security Instrument, Lender may give Borrower a notice 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.

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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.

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 recordation costs.

23. Waiver of Homestead. Borrower 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 box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) {specify}

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

Witnesses:


MELVIN BARNES

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF ILLINOIS, COOK

County ss:

I, the undersigned

, a Notary Public in and for said county and state do hereby certify

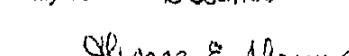
that

MELVIN BARNES, MARRIED TO Linda Barnes

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE/ SHE signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth.

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

My Commission Expires: 4/09/2001



Notary Public

|||||| "OFFICIAL SEAL" |||||
Theresa E. Sherwood
Notary Public, State of Illinois
My Commission Exp. 04/09/2001
||||||

Form 3014 9/90

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DPS 1094

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Form 3014 9/90 DPS 1093 Page 5 of 6 G.R.(II) 1960A1

of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach of any acceleration provision; Lender shall give notice to Borrower prior to acceleration unless Lender's address stated herein or any other address by Lender designates to Borrower or Lender when given as provided in this paragraph).

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

15. Governing Law; Severability. This Security Instrument shall be governed by law and the Note is given without regard to conflict of laws provisions. In the event that any provision of this Security Instrument or any part of the Note is held invalid, illegal or unenforceable, such provision shall be severed from the Note and the remaining provisions shall remain in full force and effect.

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument. Lender shall furnish a copy of the Note and of this Security Instrument to Borrower at any time prior to the date of acceleration or to any time prior to the date of payment of all sums secured by this Security Instrument.

17. Transfer of interest or a beneficial interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred to another person, Lender may require Borrower to pay all sums secured by this Security Instrument to the transferee or to another person, if Lender consents to such transfer.

18. Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have all sums which then would be due under this Security Instrument paid in full prior to the date of acceleration or to any time prior to the date of payment of all sums secured by this Security Instrument.

19. Sale of Note; Change of Lessor. The note or a partial interest in the Note (together with this Security Instrument) may be sold once or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Lessor Service") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Lessor Service unrelated to a sale of the Note. Lender may receive information regarding the new Lessor Service and the address to which payments should be made. The note will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow, any one else to do, anything affecting the storage or use of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to minimize risk of the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to any Hazardous Substances on or in the Property that is in violation of any investigation, claim, demand, or remedy of any government agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any Government authority or Environmental Agency or regulatory agency of any investigation, claim, demand, or other action by any government agency or private party involving the Property and any Hazardous Substances or Environmental Law, Borrower shall promptly give Lender notice of any investigation, claim, demand, or remedy.

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 unless Lender's address stated herein or any other address by Lender designates to Borrower or Lender when given as provided in this paragraph).

22. Environmental Law and Pesticides. 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 unless Lender's address stated herein or any other address by Lender designates to Borrower or Lender when given as provided in this paragraph).

23. Environmental Law and Pesticides. 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 unless Lender's address stated herein or any other address by Lender designates to Borrower or Lender when given as provided in this paragraph).

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RIDER - LEGAL DESCRIPTION

LOT 99 IN CHAPMAN'S 6TH ADDITION TO TULIP TERRACE, BEING A SUBDIVISION OF PART OF LOT 7 IN COUNTY CLERK'S DIVISION OF THE SOUTHEAST 1/4 OF SECTION 22, RECORDED SEPTEMBER 12, 1888 AND ALSO PART OF LOT 3 AND ALL OF LOT 4 IN OWNERS SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOGETHER WITH THAT PORTION OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF AFORESAID LOT 4 IN OWNERS SUBDIVISION, THENCE EAST TO THE SOUTHEAST CORNER OF SAID LOT 4, THENCE SOUTH TO THE NORTH LINE OF AFORESAID LOT 3 IN OWNERS SUBDIVISION; THENCE WEST TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CHAPMAN'S 6TH ADDITION TO TULIP TERRACE REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON FEBRUARY 6, 1963, AS DOCUMENT NUMBER 2076742.

29-22-416-009-0000

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COOK COUNTY RECORDER
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\$33.50 DEPT-01 RECORDING

Property of Cook County Clerk's Office