

UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage
Corporation
4242 N. Harlem Avenue
Norridge, IL 60634

AP# RAMOS, M5563330
LN# 5563330

97018445

- DEPT-01 RECORDING \$37.50
T4010 TRAN 6933 01/08/97 15:29:00
40331 & C.J. *-97-018445
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 19, 1996. The mortgagor is MARIBELL RAMOS, AN UNMARRIED WOMAN and JAMES A. BARBOSA, AN UNMARRIED MAN

("Borrower"). This Security Instrument is given to Citywide Mtg of America, AN ILLINOIS CORPORATION, which is organized and existing under the laws of the State of Illinois, and whose address is 4305 W Irving Park Rd, Chicago, IL 60641. ("Lender"). Borrower owes Lender the principal sum of One Hundred Twenty Six Thousand Dollars and no/100 Dollars (U.S. \$ 126,000.00). 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 January 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 LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF **

,
,
,
which has the address of

4963 WEST LEE STREET
(STREET)

SKOKIE
(CITY)

Illinois 60077 ("Property Address");
(ZIP CODE)

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0894/3014(0990)-L PAGE 1 OF 8

FORM 3014 9/90

SG:SAC:LS

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ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacement and addlitions 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 will defend generally the title to the Property against all claimants with limited variances by jurisdiction to constitute a uniform security instrument real property.
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variances by jurisdiction to constitute a uniform security instrument covering real property.
1. **PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES.** Borrower shall promptly pay when due, the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver 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 attach over this Security property as a lien on the Property; (b) yearly hazard insurance premiums or ground rents on the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums; (f) any and (g) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 3, in lieu of the payment of mortgage 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 amount under the Federal Estate Settlement Act of 1974 as amended from time to time, 12 U.S.C. § 2801 et seq. ("RESPA"), unless otherwise provided, that applies to the Funds set aside for Escrow Items. Lender may, at any time, collect and hold Funds due on the basis of current data and lesser amount, if so, unless otherwise specified in the Note.
The Funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such a institution) or in any Federal Home Loan Bank Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding instruments or applying the Funds annually amortizing the Escrow items, unless Lender pays Borrower interest on the Escrow account, or verifying the Escrow items, unless Lender pays Borrower interest to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless otherwise provided otherwise. However, Lender may require Borrower to pay a fee if Lender is required to make such a charge. Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds held by Lender at any time is not sufficient to pay the Escrow items of applicable law, Lender shall make up the deficiency. Borrower shall make up the deficiency in no more than twelve months to pay so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to render the Funds held by Lender to be held by applicable law, if the amount to be held by applicable law, Lender shall make up the deficiency. Borrower shall make up the deficiency in no more than twelve months to pay so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to render the Funds held by Lender to be held by applicable law, if the amount to be held by applicable law, Lender shall make up the deficiency.

3. **NON-DIVISION OF PROPERTY.** Borrower and Lender covenant and agree as follows:

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

1. **PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES.** Borrower shall promptly

pay when due, the principal of and interest on the debt evidenced by the Note and any prepayment and late

charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver 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 attach over this Security

property as a lien on the Property; (b) yearly hazard insurance premiums or ground rents on the Property;

(c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any;

insurance premium as a lien on the Property; (e) any and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 3, in lieu of the payment of mortgage 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 amount under the Federal Estate Settlement Act of 1974 as amended from time to time, 12 U.S.C. § 2801 et seq. ("RESPA"), unless otherwise provided, that applies to the Funds set aside for Escrow Items. Lender may, at any time, collect and hold Funds due on the basis of current data and lesser amount, if so, unless otherwise specified in the Note.

The Funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such a institution) or in any Federal Home Loan

Bank Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding

instruments or applying the Funds annually amortizing the Escrow items, unless Lender pays Borrower interest on the Escrow account, or verifying the Escrow items, unless Lender pays Borrower interest to pay a fee if Lender is required to make such a charge. However, Lender may require Borrower to pay a fee if Lender is required to make such a charge. Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual

accounting of the Funds held by Lender at any time is not sufficient to pay the Escrow items of applicable law, Lender shall make up the deficiency. Borrower shall make up the deficiency in no more than twelve months to pay so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to render the Funds held by Lender to be held by applicable law, if the amount to be held by applicable law, Lender shall make up the deficiency.

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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 sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. 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.

4. 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 manner, 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 receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (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 which in the Lender's opinion operate 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 attain priority over 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.

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 failed 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.

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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 or 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 sum 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.

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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 otherwise required under another method. The notice shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the laws of the jurisdiction in which the Property is located. In the event that any provision 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 are not affected by federal law and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument. If all or any part 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) without Lender's prior written consent, Lender may, at its option, require that all sums secured by this Note be paid to the new owner of the Property or the new beneficial interest in Borrower. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall be given to Borrower or Lender within 30 days from the date the new owner of the Property or the new beneficial interest in Borrower takes possession of the Property or the new beneficial interest in Borrower. If Lender exercises this option, Lender may invoke any remedy permitted by this Security Instrument without further notice or demand on Borrower.

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) without Lender's prior written consent, Lender may, at its option, require that all sums secured by this Note be paid to the new owner of the Property or the new beneficial interest in Borrower. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall be given to Borrower or Lender within 30 days from the date the new owner of the Property or the new beneficial interest in Borrower takes possession of the Property or the new beneficial interest in Borrower. If Lender exercises this option, Lender may invoke any remedy permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument disclaimed 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

(or such other period as applicable law may specify for reinstatement) before sale of the Note to any other creditor or agrees to any other covenants or agreements; (b) cures any default of this Security Instrument as if no acceleration had occurred; (c) pays all expenses incurred in enforcing this Security Instrument; (d) takes such action as Lender may include, but not limited to, reasonable attorney fees, and (e) pays all sums which 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 shall remain fully enforceable as if no acceleration had occurred. However, this Security Instrument had the obligation of Borrower to pay the sums secured by this Security Instrument and the obligations of Lender shall remain fully enforceable as if no acceleration had occurred. However, this Security Instrument shall remain fully enforceable as if no acceleration had occurred. Borrower's obligation to pay the sums secured by this Security Instrument and the obligations of Lender shall remain fully enforceable as if no acceleration had occurred. Upon

19. Sale of Note; Change of Lender Servicer. 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 of the entity (known as the "Lender Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Lender Servicer unrelated to a sale of the Note. If there is a change of the Lender Servicer, the Note will be given written notice of the change to the Note. If there is a change of the Lender Servicer and the new Lender Servicer and the old Lender Servicer are not the same, the new Lender Servicer should be made. The name and address of the new Lender Servicer and the address to which payments should be made. The notice of the change in accordance with paragraph 14 above and applicable law. The Note will be given written notice of the change of the Lender Servicer or the new Lender Servicer and the old Lender Servicer are not the same, the new Lender Servicer 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, use, disposal, storage or release of any Hazardous Substances. Substances on or in the Property. Borrower shall not do, nor allow anyone to do, anything affecting the Property that is in violation of any Environmental Law. The preceding would not cause the Note to be released. Substances on or in the Property. Borrower shall not do, nor allow anyone to do, anything affecting the Property that is in violation of any Environmental Law. The preceding would

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Maribell Ramos By _____

Her Attorney in Fact (SEAL)
MARIBELL RAMOS -BORROWER

James A. Barbosa (SEAL)
JAMES A. BARBOSA -BORROWER

(SEAL)
-BORROWER

(SEAL)
-BORROWER

(SEAL)
-BORROWER

(SEAL)
-BORROWER

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS , COOK County ss:

JAMES R. SANTANA, a Notary Public in and for said county and state do hereby certify that
MARIBELL RAMOS and JAMES A. BARBOSA

personally known to me to be the same person(s) whose name(s) 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 19th day of December, 1996.

My commission expires:

10-38-99

Notary Public

"OFFICIAL SEAL"
JAMES R. SANTANA
Notary Public State of Illinois
Notary Commission # 100899
Notary Expiration Date 10-38-99

This instrument was prepared by: Molly Dornbusch
Address: 4242 N. Harlem Avenue
Norridge, IL 60634

970-19-55

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- Adjustable Rate Rider Cordamium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Impairment Rider Second Home Rider
 Other(s) [Specify] IHD Rider

24. **Riders to this Security Instrument.** If one or more riders are excused 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)]

23. **Waiver of Homestead.** Borrower waives all right of homestead excepted by Property.

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.

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following non-delivery of this Security instrument, foreclosure by judicial proceeding and sale of the sums secured by this Security instrument, foreclosure by judicial proceeding and sale of the sums to cure the defect on or before the date specified in the notice may result in acceleration of the sums from the date the notice is given; (b) action required to cure the defect must be cured; and (d) that failure to cure the defect on or before the date specified in the notice may result in acceleration of the sums specified: (a) the defect; (b) the action required to cure the defect; (c) a date, not less than 30 days acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall be given to the Borrower's breach of, any covenant or agreement in this Security instrument (but not prior to acceleration of the sum due to the Borrower by any government agency or private party involving the property or other circumstances by any government agency or private party involving the property and any hazard or damage to health, safety or environmental protection.

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or 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.

Hazardous Substances affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Hazardous Substances affected by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, if Borrower bears, shall be given by any government agency or private party involved in the property and any action by any government agency or private party involving the property and any hazard or damage to health, safety or environmental protection.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the property.

Substances that are generally recognized to be appropriate to normal residential uses and to maintenance

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Legal Description:

THE WEST 7 FEET OF LOT 5 ALL OF LOT 6 AND THE EAST 1 FOOT OF LOT 7 IN TALMAN
AND THIELE'S MAIN STREET "L" STATION SUBDIVISION IN THE EAST HALF OF SECTION
21, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

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