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LOAN ID:

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 15, 1997. The mortgagor is REUBEN THOMAS LAXAMANA ENC EVA M. LAXAMANA , HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY ("Borrower"). This Security Instrument is given to National Consumer Services., L.L.C., which is organized and existing under the laws of the State of Georgia, and whose address is 18 Perlinater Ctr. E., Sta 1800, Atlanta, GA 30346 ("Lender"). Berrower owns Lender the principal sum of Twenty-Eight Thousand Five Hundred and 00/100 Dollars (U.S.\$ 28 500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which numbers for monthly payments, with the full debt, if not paid earlier, due and payable on February 23rd, 2027. This Separity instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and medifications 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 (ht) Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and sestigns the following described property located in COOK County, Illinois.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

LAWYERS TITLE INSURANCE CORPORATION

which has the address of 450 MOHAVE STREET, HOFFMAN ESTATES, IL 60194. ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property and all easements, appurtenances, and fixtures new or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

- 1. Paymont of Principal and Interest; Prepaymont and Late Charges. Betrower 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 Lander, Borrower shall pay to Lander 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 as a tion on the property; (b) yearly leasehold payment or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lander, in accordance with the provisions of paragraph B, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lander may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lander of a federally related mortgage loan may require for Borrower's escrow account under the lederal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 at seq. ("RESPA"), unless another law that a collect to the Funds sets a lawer amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the esser amount. Lender may estimate the amount of Funds due on the basis of outent data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a tuderal agency, instrumentality, or, entity (including Lender; if Lender is such an institution) or in any rinderal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account or verifying the Escrow Items, unless Lender pay? Borrower interest on the Funds and applicable law permits Lender 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 Lender 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 earnings 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 shewing credits and debits to the Funds and the purpose for which each debit to the Funds we made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable aw, Jender shall account to Bertower 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 escrew items when due, Lender may so notify Borrower in wilting, 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 Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Bostower any Funds held by Lender. If under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the 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; Lians. Somewor shall pay all taxes, assessments, charges, tines and impositions attributable to the Property which may attain priority over this Security instrument, and leasehold payments or ground rents, if any. Dorrower shall pay those 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

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in writing to the payment of the obligation secured by the lien in a manner acceptable to Lander; (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; of, (c) secures from the holder of the lien an agreement satisfactory to Lander subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien

which may atten 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. Plazard or Property Insurance. Borrower shall keep the improvements now existing or herester 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 falls to maintain coverage described above, Lender may, appended a option, obtain coverage to project Lender's rights in the Property in accordance with paragraph 7.

All neurance 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 redelpts of paid comiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrows otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the estoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically lessible or Lander's security would be bessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Berrower. If Borrower abandons the Property, or does not cheave 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 Londer and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments refer ed to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lander, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquirition shall pass to Lander to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and van 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 data of occupancy, unless Leader otherwise agrees in writing, which consent shall not be unreasonably withiteld, or unless extenuating circumstance... (xia) which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to Jeterlorate, or commit weate on the Property. Borrower shall be in default it any infelture action or proceeding, whether civil of criminal, is begun that in Lender's good faith judgment could result in forfaiture of the Property or otherwise materially impat the tion created by this Security instrument or Lander's accurity interest. Borrower may cure such a default and reinstate, have resided in paragraph 18, by causing the action or preceding to be dismissed with a ruling that, in Lendor's good faith determination, precludes torioliture of the Corrower's interest in the Property or other meterial impairment of the lien created by this Security instrument or Lander's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially talse or inaccurate information or statements to Londer(or fail 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 lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Landar agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower falls to perform the covanants 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 forbiture or to enforce laws or regulations), then Lender may do so 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 attorney's test 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 distursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lunder agree to other terms of payment, these amounts shall bear interest from

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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 mertgage 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. II, for any reason, the modgage insurance coverage required by Lender lapses or causes 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 Londer. If substantially equivalent mortgage insurance coverage is not available, Berrower 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 caused to be in effect. Lunder will accept, use and retain those payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, II mortgage insurance quiverage(in the amount and for the period that Londor requires) provided by an insurar approved by Lander again becomes available and is obtained. Borrower shall pay the promiums 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 Britiswer and Lender or applicable law.
- Inspection: Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give borrower notice of the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for demages, direct or consequential, in connection with any condomnation 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 laking of the Property, the proceeds shall be applied to the some secured by this Security instrument, whather or not then due, with any orange paid to Borrower. In the event of a partial taking of the Property in which the fall market value of the Property humodistely before the taking is equal to or greater than the amount of the sums secured by this Security instrument shall or 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 delore the taking. Any balance shall be full to the Borrower, in the event of a partial taking of the Property in which the lair market value of the Property imm, diately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Literier otherwise agree in writing or unless applicable law other wise grovides, the proceeds shall be applied to the sums strained 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 15 Borrower that the condomnor offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and upply the proceeds, at its option, within to seturation 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 postbone the due date of the monthly payments referred to be paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbegrance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums sucured by this Socurity Instrument granted by Condor 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 releasing extend time for payment or otherwise medity smortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Sorrower's successors in interest. Any terbeaming by Lender in exercising any right or remady shall not be a waiver of or preclude the exercise of any right or remady.
- 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 doverants 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, great 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 Socycty Instrument; and (c) agrees that Lunder and any other Sorrower 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 retund by reducing the principal ewed under the Nois or by making a direct payment to flurrower. If a refund reduces principal, the reduction will be treated as

a partial propayment 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 melling 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 Londer. Any notice to Lender shall be given by first class mail to Lunder's address stated herein or any other address Lunder decignates by notice to Borrower. Any notice provided for in this Security instrument whell be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

- 15. Governing Law; Saverability. This Security instrument shall be governed by tedeset law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note confict with applicable law, such conflict shall not affect other provision of this Security instrument or the Note which can be given affect without the conflicting provision. To this and the provisions of this Security Instrument and the Now are declared to be severable.
 - 16. Borrower's Dapy. Barrower 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 Banaticial Interest in Borrower is sold or transferred and Borrower is not a natural parson) without Landers prior written consent, Londer may, at its option, regulin immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lander it exercise is prohibited by lederal law as of the date of this security instrument.

If Lender exercises this option, Lender thall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is followed or melled within which Borrower must pay all sums secured by this Security instrument. If Serrower tails to pay trues sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without within notice or demand on Borrower.

- 18. Borrower's Right To Reinstate. If Borrow's 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 rainstatement) before rate of the Proporty pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment entricing this Security instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due undut this Security Instrument and the Note as if no accoloration has 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 attrineys' less; 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 seinstate 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 sule may result in a change in the entity(known as the "Loan Servicer") that collects monthly payments due under the Note and this Society Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Nois. If there is a mange of the Loan Services, Bostower 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 proceeding two sontences shall not apply to the presence, use, or storage on the Property of small quantities of Hazerdous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Londer written notice of any investigation, claim, demand, jawayit or other action by pny governmental or regulatory agency or private party involving the Property and any Hazardotts 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 Lieu.

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 posticides and herbicides, volutile solvents, materials containing ashestos or formaldehyde, and radipactive materials. As used in this paragraph 20, "Environmental Law" means tederal laws of the jurisdiction where the Property is located that relate to health, safety or Environmental protection.

NON-UNIFORM COVENANTS. Borrower and Londer 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 ascured 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 outlin, 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, ressonable attorney's fees and costs of tille evidence, all of which shall be additional sums secured by this Security Instrument.
- 22. Release. Upon payment of all lurus secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this this Security instrument without charge to the Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all rights of homestead examption in the Proporty.
- 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 on the Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(45))		
() Adjustable Rate Rider	[] Condominium Filtar	[] 1-4 Family Aldor
() Graduated Payment Rider	[] Plannod Unit Dov. Rider	[] Biwookly Paymont Ride
Balloon Rider	[Rate Improvement Rider	() Second Home Rider
[] V.A. Rider	[] Other(s) (Specify)	
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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	ı it.	
Signad, sealed and delivered in the presence of:	REUBEN THOMAS LAXA	(See) (See)
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STATE OF ILLINOIS	TY SS:	
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Given under my hand and official soal this 15th day of Fe	bruary,2 at 7.	
My Commission Expirits:	(100/00 66	
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LAWYERS TITLE INSURANCE CORPORATION

SCHEDULE A CONTINUED - CASE NO. 97-00835

LEGAL DESCRIPTION:

Lot 10 in Block 60 in Hoffman Estates Number 4, being a Subdivision of part of the Southwest 1/4 of Section 15, Township 41 Morth, Range 10, East of the Third Princip: A Moridian, according to the plat thereof recorded April 5, 1957 as Document 16870207, in Recorder's Office, in Cook County, Illinois.

FION:

Jok 61 in Haffman Retaten Humber

t 1/4 of Section 15, Township 41 No.

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j870207, in Executer's Office, in Cook Co.

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