

# UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

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

AP# MARQU.J5659868  
LNU 5659868

9735167

DEPT-01 RECORDINGS 637.50  
T4001D TPAH 7940 05/30/97 15:28:00  
\$633 + C.J. # -97-384167  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE (Security Instrument) is given on May 28, 1997. The mortgagors are JASON MARQUARDT, An Unmarried Person and THERESA L ELSEY, An Unmarried Person

3794

(Borrower) This Security Instrument is given to American Way Financial Svcs, Inc., an Illinois Corporation, which is organized and existing under the laws of the State of Illinois, and whose address is

201 Park Place, Bourbonnais, IL 60517

(Lender) Borrower owes Lender the principal sum of One Hundred Thirteen Thousand Four Hundred Dollars and no/100

Dollars

(U.S. \$113,400.00). 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 June 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 HERETO AND MADE A PART HEREOF \*\*

ATTORNET'S NATIONAL TITLE AGENCY  
THREE FIRST NATIONAL PLAZA  
SUITE 1600  
CHICAGO, IL 60602

6/1/97  
Clerk's Office

24-23-301-057 ,

which has the address of

3838 W 115TH PLACE  
[STREET]

GARDEN HOMES  
[CITY]

Illinois 60655  
[ZIP CODE]

(Property Address)

ILLINOIS-SINGLE FAMILY-FNMA-FHLMC UNIFORM INSTRUMENT  
ISC/CMDTIL/10894/3014(0990)-L

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FORM 3014 9/90

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TELUSIS-SINGLE FAMILY-NMA/HLMC UNIFORM INSTRUMENT  
ISCS/CMDTL/0894/3014(9990)-L PAGE 2 OF 8

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 an 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 and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays 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 reporting service used by Lender in connection with this loan, unless applicable law provides otherwise unless an agreement is made or application 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, within a charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debt is incurred. The Funds are pledged as additional security for all sums secured by this instrument.

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

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 which may apply prior to this Security full a sum (Funds) for: (a) yearly taxes and assessments which may apply under the Note is paid in full, a sum (Funds) for: (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums; "and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, in 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 Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. (RESPA), unless such act applies to the Funds less a lesser amount if so ordered by Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount less than the amount of Funds due on the basis of current data and reasonable estimates of may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenses and future Escrow items or otherwise in accordance with applicable law.

**THIS SECURED INSTRUMENT** combining uniform covenants for non-assignment of securities with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

IN WITNESS WHEREOF, Borrower and Lender covenant and agree as follows:

**TERM COVENANTS** Borrower and Lender covenant and agree as follows:

1. **Principle and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

**BURHOWER COVENANTS** that Burhower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Burhower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**TOGETHER WITH** all the improvements now or hereafter erected on the premises now or hereafter owned by the lessee, and fixtures, and all easements, appurtenances, and fixtures now or hereafter erected on the property, and all easements, also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as "Property".

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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 coverages 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, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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8. Inspection. Lender or its agent may make reasonable em特is 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.

8. Mortgagage insurance. If Lender requires mortgagages, insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium amounts required to maintain the mortgagage insurance in effect, for any reason, the mortgagage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substitutes if equivalent to the mortgagage insurance previously in effect, at a cost substantially equvalent to the cost to Lender, if substantially equivalent mortgagage insurance coverage is not available. Borrower shall pay to Lender, if the mortgagage insurance previously in effect, from an alternative mortgagage insurance provider approved by Lender, or each month a sum equal to one-twelfth of the yearly mortgagage insurance premium being paid by Borrower when the insurance coverage is ceased 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 periods that are required) is provided by an insurer approved by Lender. In addition, Lender shall pay to Lender the premium amounts required to maintain the mortgagage insurance in effect, for any reason, the mortgagage insurance coverage ends in accordance with any written agreement between Borrower and Lender or applicable law.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument unless Bon avar and Lender agree to other terms of payment, the amounts shall bear interest from the date of disbursement until all Note rates and shall be payable, with interest upon notice from Lender to Borrower requesting payment.

7. Protection of Lenders' Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lenders' rights in the Property (such as a proceeding in bankruptcy, probate, or condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of this Property and its rights in the Property. Lender's actions in connection with this paragraph shall not be construed as an attempt to collect any amounts due under this paragraph. Lender's rights under this paragraph do not have to do so.

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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 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.

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20. **Hazardous Substances**. Borrower shall not cause or permit the presence, storage, disposal, or release of any Hazardous Substances on or in 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 do not affect the Property that is in violation of any Environmental Law.

19. **Sale of Notes:** Changes of Note; The Note or a partial interest in the Note (together with this Security instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the Loan Servicer named in a Note or in the Note. If there is a change in the Note or in the Note, the Note will be readdressed to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The Notice will state the name and address of the new loan servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

18. Borrower's Right to Resist. If Borrower meets certain conditions, Borrower shall have the right to have attorney fees and disbursements reimbursed by Lender prior to the earlier of: (a) 5 days (or such other period as applicable under law may permit) for remissal or (b) 30 days pursuant to any Power of Sale contained in this Security Instrument; or (c) entry of a judgment against Borrower's Right to Resist if this Security Instrument had occurred due under this instrument. Those conditions are that Borrower has paid all sums which then would be due under this Security Instrument and the Note as is now or at the time it had occurred; (d) creates any default of any other covenants or agreements; (e) pays all expenses incurred in enforcing this Security Instrument; (f) pays all attorney fees; and (g) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument shall continue unchanged. Borrower's obligation to pay the sums secured by this Security Instrument shall remain fully reinstated even if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this instrument without further notice or demand of 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 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 a statute is prohibited by federal law as of the date of this instrument.

15. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument.

15. 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 instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this instrument or the Note except to the extent necessary to conform to such law. To the extent that any provision of this instrument or the Note is held invalid or unenforceable, the parties agree that the remaining provisions of this instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietor's address or to any other address designated by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address designated by notice to Lender addressed to Lender under the 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.

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Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge if Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to reasonable attorneys' fees and costs of title evidence.

**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(s).]

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider        |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Bi-weekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider       |
| <input type="checkbox"/> Other(s) (specify)      | <input type="checkbox"/> MDA Rider                      |  |

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FORM 3014 8/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
ISCS/CMDTL//0894/3014(0990)-1 PAGE 8 OF 8

This instrument was prepared by: CHRIS ANDERSON  
Address 4242 N. HARLEM AVENUE  
Norridge, IL 60634

"OFFICIAL SEAL"

Notary Public

Mary E. Sullivan  
Notary Public, State of Illinois  
My Commission Expires 03/03/99

Given under my hand and official seal this 28th day of May, 1990.

I, THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify that personalty 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 herein set forth.

STATE OF ILLINOIS  
[Space Below This Line For Acknowledgment]  
JASON MARGUARDT and THERESA L ELSEY  
1. THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify that County Seal

BORROWER  
(SEAL)

BORROWER  
(SEAL)

BORROWER  
(SEAL)

BORROWER  
(SEAL)

THERESA L ELSEY  
(SEAL)

JASON MARGUARDT  
(SEAL)

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

LN# 5659868

APP# MARQU, J5659868

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LOT 33 (EXCEPT THE WEST 15 FEET THEREOF) AND LOT 34 IN BLOCK 5 IN  
ATWOOD'S ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF THE NORTH  
100 ACRES OF THE SOUTHWEST 1/4 AND THE NORTH 50 ACRES OF THE WEST 1/2 OF  
THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 24-23-301-057

Property of Cook County Clerk's Office

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