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Withington Mutual Rank P.O. BOX 82358 Los Angeles, CA (10009-2356

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COOK COUNTY RECORDER

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MORTGAGE

to alconomical tube 9, 4660

OFFICE NUMBER: 254 LOAN NO.: 1-891314-7

THIS MORTGAGE ("Secondy Instrument") is given on July 2, 1998
The mortgagor is
THOMAS MURRAY AND RUXANNE MURRAY HUSBAND AND WIFE

("Borrower").
This Security Instrument is given to Washington Mutual Bank, FA

which is organized and existing under the laws of address is

THE UNITED STATES OF AMIRICA

, and whose

9461 CORNIN AVENUE, NORTHRIDGE, CA 91324 ("Lender"). Borrower owns Lender the principal sum of

TWO HUNDRED NINETY FOUR THOUSAND FIVE HUNDRIED AND OCI/100

Dollars (U.S. \$294,500.00). This debt is evidenced by Sorrower's note detect 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 July 1, 2028. This Security Instrument recurs 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 Paregraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covarients 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.

DEODORTY LOCATOR IN COOK COUNTY, Illinois:

ILOT/31 IN/BLOCK, 7 IN/LANE PARK ADDITIN TO LAKE VIEW, BILIN & BUBIDIVISION OF, THE WEST 1/2, OF THE WEST, 1/2 AND THE KCIRTH 1/4 CITTHE
ISOUTH 1/2 OF THE WEST 1/2 OF THE BOUTHWEST 1/4 OF SECTION 20, TOWNSHIP
INV NORTH, RUNDIE 14, EXST OF THE THIRD PRINCIPAL INERIDIAN, IN COUNTY, ILLINOIS.

COUNTY, ILLINOIS... PIN/TAX ID: // 14-20-510-028

which has the address of 3418 N JANSSEN

CHICAGO

Illinois 80887

("Proporty Address"):

100ETHER WITH all the improvements now or hereafter greated on the property, and all casements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be govered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

EORROWER COVENANTS that Borrower is lawfully select of the estate hisraby conveyed and has the right to martgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Scrower 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 watations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS. Single Family-Familia Mae/Freddle Mec UNIFORM INSTRUMENT

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrover shall promptly puly 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 visitor by Landar, Corrower shall pay to Landar on the day monthly payments are due under the Note, until the Note is paid in full, a sum influnds") for: (ii) yearly taxes and assessments which may attain priority over this Security Instrument as a iten on the Property; (b) yearly leasehold payments or 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, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, 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 a lunder for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 1 2801 er seq. ("FIESPA"), unless another law that applies to the Funds sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may astimate the amount of Funds due on the basis of our rent 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 federal agency, instrumentality, or entity (including Londer, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to positive Escrow Items. Lender may not charge items, unless Lender pays Borrower interest on annually analyzing the escribe account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable like parmits Lender to make such a charge. However, Lander 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the timounts 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 Escrew Items when dus, Lender may so notify Borrower in writing, and, in such case Porrower 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 Borrower any Funds held by Lender. If, under Paragraph 21, Lander 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 psyments 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, no any late

charges due under the Note.

4. Chargen; Liane. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasterful 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. Sorrower 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 tien 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 Botrower 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 falls 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 Lander and shall include a standard mortgage clause. Lander shall have the right to hold the policies and renewals. If Lander requires, Borrower shall promptly give to Lander all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall

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give prompt notice to the insurance carrier and Lender, Landar may make proof of loss if not made promptly by

Unless Londer and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair to the Property damaged, if the restoration or repair is economically feasible and Lender's security 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 excuss paid to Serrower. If Borrower shandons the Property, or does not enswer 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 costpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the payments. If under Paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damagn to the Property prior to the acquisition shall pass to bender to the extent of the signs secured by this Security Instrument immediately prior to the acquisition.

8. Occupancy, Preservation, Maintanance and Protection of the Property: Borrower's Loan Application; Leaseholds. Burniver shall occupy, establish, and use the Property as Forrower's principal residence within sixty days after the usecution of this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which are beyond Borrower's control. Iborrower 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 in Lunder's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security instrument or Lender's security proceeding to be dismissed with a runing that, in Lender's good faith determination, practices forfeiture of the Borrower's interest in the Property or cine material impairment of the lien created by this Security Instrument or Lender's security instrument in the Property or cine material impairment of the lien created by this Security Instrument or Lender's security instrument in the Property or cine material impairment of the lien created by this Security Instrument or Lender's security instrument in the Property, the leasehold and the fee lite shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's 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 Lender's rights in the Property (such as a proceeding in bankrumey, probate, for condemnation or forfaiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take exton under this Paragraph 7, Lender

does not have to do so.

Any amounts disbursed by Lender under this Peregraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Ecorower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest,

upon notice from Lander to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of mixing the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or courses 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 or the mortgage insurance previously in effect, from an alternate mortgage insure 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 censed to be in effect. Lender 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, 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 fleu of condemnation, are hereby assigned and shall be paid to Lender.

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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 Secrewer. 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 shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by the amount of the proceeds multiplied by the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property in which the taking. Any balance shall be paid to Secrewer. In the event of a partial taking of the Property in which the taking market value of the Property immediately before the taking, unless Secured immediately before the taking, unless Secured immediately before the taking, unless Secured of 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 London to Borrower that the condemnor offers to make an award or settle a claim for damagns, Borrower falls to respond to London within 30 days after the date the notice is given, London 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.

Union Lander 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 Buch payments.

11. Betrower Not Released: Forbearance By Lender Not a Walver. Extension of the time for phyminat or modification of amortization of the sums secured by this Security Instrument granted by London 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 return 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 remody shall not be a walver of or preclude the exercise of

any right or remady.

12. Successors and Assigns Sound; 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 domower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Becurity Instrument; and (c) agrees that Lender and any other Borrower new agree to extend, modify, forbest or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Lown Charges. If the loan secured by this Security instrument is subject to a lew which sets maximum ican 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 limits will be refunded limit; and (b) any sums already spillocted from Ecrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owned under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be trusted as a partial propayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrows: provided for in this Security Instrument shall be given by delivering it by mailing it by first class mail unless applicable law requires use of mother method. The notice shall be directed to the Property Address or any other address Borrower designates by notice of sender. Any notice to tender shall be given by first class mail to Landar's address stated herein or any other address tender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have

boun given to Berrower or Londer when given as provided in this paragraph.

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 Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Barrawer's Copy. Borrower shall be given one conformed copy of the Note and of this Security

netrument.

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 said or transferred for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lander's prior written consent, Lander 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 Lander if exercise in prohibited by federal law as of the date of this Security Instrument.

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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 invake any remedies permitted by this Security Instrument without further notice or demand on Borrower,

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have anforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security instrument. Those conditions are that Borrower: (a) pays Lander all sums which then would be due under this Security Instrument and the Note as It no acceleration had occurred; (b) cures any default of any other covenients or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security instrument and the obligations secured hereby shall remain fully affective as if no acceleration had occurred. However, this right to religious 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 sale may result in a change in the entir, (known as the "Loar Servicer") that collects monthly payments due under the Note and this Security Instrument there also may be one or more changes of the Loan Services unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 34 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 in a.

20. Hazardous Substances. Borrow or thall not hause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on crin the Property. Borrower shall not do, nor allow anyone cite to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or stories in the Property of small quantities of Hezerdous Substances that are generally recognized to be supropriate in 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 of Environmental Law of which Enrower 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 succeptance with Environmental Law.

As used in this Paragraph 20, "Hazardous Substances" are indee substances defined as toxic or hazardous substances by Environmental Law and the following substances: gedoline kerosene, other flammable or toxic petroleum suoducts, toxic pesticides and herbicides, volatile solvents, materials containing ashestos of formaldehyde, and radioactive materials. As used in this Peragraph 20, "Snotronmental Law" means federal laws and have of the jurisdiction where the Property is located that relate to wealth, safety or environmental protection.

NON UNIFORM COVENANTS. Borrower and Lender further covenint and agree as foliows:

21. Acceleration; Remedies, Lunder 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 supplicable law provides otherwise). The notice shall specify; (a) the default; (b) the latter required to cure default; (c) a date, not less than 3D days from the date the notice is given to Borrower, by which the default must be cured; and (d) that fallure to cure the default on or before the date specified in the notice may result in succeivration 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 detense of Borrower to acceleration and foreclosure. If the default is not outed on or before the dute specified in the notice, Lender at its option may require immediate payment in full of all aums secured by this Security instrument without further derisand and may foregloss this Security instrument by judicial proceeding, Lender shall be entitled to nullegt all expenses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and coats of title evidence. Form 1014 0/80 (page 5 of 6 pages)



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22. Release. Upon payment of all numb secured by this Security Instrument, Londor shall release this Security instrument to Borrower, Borrower shall pay any recordation coats. Lender may charge Borrower a fee for releasing this Security instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law. 23. Walver of Homestead. Borrower walves 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 line(s)] Condominium Rider
Planned Unit Development Rider
Rate Improvement Rider Adjustable Rate Rider / 0X / 1-4 Family Rider
Biweekly Payment Rider Graduated Payment Rider Second Home Rider Balloon Rider Other(s) (apacify) BY SIGHING 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. 3-0x Witnesses: (Seal) -Borrower (Seal) -Borrower (Seal) -Borrower (Seal) -Borrowsi (Space Below This Line For Acknowledgment) County ss: (os K State of Illinois, and for said county and state, do hereby certify that Therman Phymny and , a Notary Public in 13 game (Morraly personally known to me to be the same person(s) whose name(s) subscribed to the reregoing instrument, appeared before me this day in person, and acknowledged that $-\gamma k e \gamma$ signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth. .1995 . Given under my hand and official seal, this 2006 day of My Commission expires: This instrument was prepared by: JENNIFIER ADAMS 650 EAST ALGONQUIN ROAD SUITE 105 SCHAUMBURG, IL 80173

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Let 31 (a Block 7 in Lane Park Addition to bake View, being a subdivision of the North 1/2 of the West 1/2 and the North 1/4 of the South 1/2 of the Southwest 1/4 of Section 20, "Commanip 40 North, Range 14, East of the Third Exincipal Markillan, in Cook County, Illinois.

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