Lian No. 8571800224

DEPT-01 RECORDING 98603521 140009 TRAN 3169 07/14/98 13:09:00 M175 4 R.C. #-98-603521 CODE COUNTY RECORDER (Space Above This Line For Recording Data) 4330905 SOT 414 **MORTGAGE** THIS MOPTGACE ("Security Instrument") is given on JULY 8, 1998.
The mortgager is ANN PAGIN AND DAVID BRININSTOOL, ANN RAGIN, DIVORCED AND NOT SINCE REMARKTED AND DAVIL BRINES COOL, A WIDOWER ("Harrower"). This Security is a manent is given to CITHANK F.S.B. which is organized and existing unior the laws of THE UNITED STATES OF AMERICA and whose address in 12455 AORTH OUTER FORTY DRIVE ST, LOUIS, MISSOURI 03141: ("Lander") Borrower owes Lender the principal sem of Three Hundred Thousand and 00/100 Security Instrument ("Note"), which provides or monthly payments, with the full debt, if not paid it ariser, due and payable on AUGUST 1, 2078 . This Socurity Instrument secures it Lender: (a) the reg syment of the dent evidenced by the Note, with interest, and expression, extensions and evalifications of the Note; (b) the phymont of all other sums, with interest, indicated under paragraph 7 to protect the necestry of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Berrower deas hereby mortgage, grant and convey to Lander the following described properly located in Dis Clory's Office COOK County, in acie: SEE THE ATTACHED LEGAL DESCRIPTION HERETO AND MADE A PART HEREOF

ILLINOIS - Single Family - Famile Mno/Freddle Mac UNIFORM INSTRUMENT GFS Form G000022 (5108)

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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 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".

BORROWER COVENAVI'S that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for uncumbrances of record. Borrower warrants and will defend generally the title to the Property against all chains and den ands, 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. 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. Jue under the Note.
- 2. Funds for Taxes and Irisurance. 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 sur r ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a Len on the Property; (b) yearly leasehold payments or ground conts on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly fileod 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 lender for a federally related mortgage loan may require for Borrower's escrew account under the lederal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 elseq. ("RESPA"), unless another law that applies to the Funds sole allosser amount. If so, Londer may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and masonable 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 Lender, if Lender is such an institution) or it any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrown for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender priys Eorrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require perrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with inis lean, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, unless applicable law provides otherwise. Unless 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 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. The amount of the Funds held by Londer at any time is not sufficient to pay the Encrow Items when due, Londer may so norty. Borrower in writing, and, in such case Borrower shall pay to Londer the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Londer's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Londor shall promptly refund to Borrover any Funds hold by Eurdor. If, under paragraph 21, Londor shall acquire or sell the Property, Londor, 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; Lions. Sorrower 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. Berrower 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 lowed payment. Borrower shall promptly lumish 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)

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agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good fail's the Len by, or defends against unforcement of the lien in, legal proceedings which in the Lender's opinion operate to proven 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 Bonover a notice identifying the lien. Borrower shall satisfy the ken 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, include ing floods or flooding, for which Lander equires insurance. This insurance and be maintained in the amounts and for the periods that Londer requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lander's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Londor may, at Londor's option, obtain coverage to protect Londor'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. Londor shall have the right to hold the policies and renewals. If Londor requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prempt notice to the insurance carrier and Lender. Langer may make proof of loss if not made promptly by Borrower.

Unless Lendor and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, I the restoration or repair is economically feasible and Lender's security is not lessered. If the restoration or repair is not contamically leasible 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 offored to settle a claim, then Lendor if ay collect the insurance proceeds. Lendor may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether are not then due. The 30-day period will begin when the natice is given.

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

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Liaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the dute of occupancy, unless Lender otherwise agrees in writing which consent shall not be unreasonably withheld or unless extenuating discumstances exist which are beyond Borrover's control. Borrower shall not destroy. durings or impeir the Property, allow the Property to deteriorate, or commit winter on the Property. Borrower shall be in default it any forteiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by Mis-Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes logistive of the Borrower's interest in the Property or other material impairment of the lien created by this Security Institute to Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially labe or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the mergar in writing,
- 7. Protection of Lander's Rights in the Property. If Borrower fails to perform the coveriants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lander's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to proted 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' lees 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 disbursed by Lender under this paragraph 7 shall become additional dobt or Borrower secured by this

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Security Instrument. Unless Borrower and Lender agree to other forms of payment, these amounts shall bear interest from the date of dist uncoment at the Note rate and shall be payable, with interest, upo i notice from Lender to Borrower requesting payment.

- 8. Mortgage Insurance. If Londor required mortgage insurance as a condition of making the loan secured by this Security national. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Londor lapses or coases to be in offict, Borrower shall pay the premiums required to obtain coverage audistantially 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 insurance approved by Londor. If substantially equivalent mortgage insurance is not available, Borrower shall pay to Londor each morth a num equal to the yearly mortgage insurance promium being paid by Borrower when the insurance coverage lapsed or coased to be in effect. Londor 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 Londor, if mortgage insurance coverage (in the amount and for the period that Londor requires) provided by an insurer approved by Londor again becomes available and is obtained. Porrower shall pay the premiums required to maintain mortgage insurance in offect, or to provide a loss reserve, and the equirement for mortgage insurance with any written agraement between Borrower and Londor or applicable law.
- 9. Impaction. Lander or its agent may make reasonable entries upon and inspections of the Property. Lender shall give florr over notice at the case of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, o rect 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 surm 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 Liu crarket value of the Property in modiately before the taking is equal to or greater than the amount of the nume 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: at the total amount of the nume secured immediately before the taking, divided by (by 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, and some secured in modification of the sums secured in modification 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 the

If the Property is abundaned by Borrower, or it after notice by Lendar to Berrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 10 days after the date the notice is given, Lander is notherized 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 Lander and Borrower otherwise agree in writing, any application of process to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change in amount of such payments.

- 11. Borrower Not Released; Forbearence By Londor Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Society Instrument granted by Londor to the seconsor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Londor shall not be required to commence proceedings against any successor in interest or release to extend time for payment or otherwise mostly amortization of the sums secured by this Society Instrument by reason of any durated 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 remady.
- 12. Sucressors and Assigns Bound; Joint and Several Liability; Co-signers. The coverants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Londor and Borrower, subject to the provisions of paragraph 17. Borrower's coverants 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 succeed by this Security Instrument; and (c) agrees that Lander 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 dets maximum to an

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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 cirest payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by maling it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or may other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by 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.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which are Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicative law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without are conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severned.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrowert 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 part 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 exercise is prohibited by federal law as of the date of this Security Instrument.

If Lanc or exercises this option, Lender shall give Borrowar 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 allows sums prior to the expiration of this period, Lender may invoke any remadies permitted by this Security Instrument without further notice or domand on Borrower.

- 13. Berrower's Right to Reinstate. If Berrower mants certain conditions, florrower shall have the right to have enforcement of this Security Instrument discontinued at any time crici 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 concitions are that Berrower: (a) pays Leader all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred: (b) cures any default of any other covenants or agreements; (c) pays all exponses incurred in enforcing this Security instrument, including, but not limited to, reasonable atternays laces and (d) takes such action as Leader may reasonably require to assure that the lien of this Security Instrument, Leader's rights in the Property and Berrower's obligation to be the same secured by this Security Instrument shall continue unchanged. Once reinstatement by Berrower, this security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to minimize thill not apply in the case of acceleration under paragraph (t).
- Instrument) may be sold one or more times without prior notice to Borrower. A sule may result or a change in the entity (known as the "Loan Servicer") that collects monthly psyments due under the Note and this Security informant. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a charge 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.
- 20. Hazardous Substances. Barrower 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 preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential unes and to maintenance of the Property.

Bor ower shall promptly give Lander written notice of any investigation, claim, durrand, lawfult or other action by any governmental or regulatory agency or private party involving the Property and any Hazardou's Substance or Environmental Law of which Borrower has actual knowledge. If Borrower landing, or is notified by any governmental or regulatory authority, that any removal or other remodulion of any Hazardous Substance affecting the Property is necessary. Borrower shall

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#### Loan No. 3571800224

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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.

NCN-UNIFORM COVENANTS. Eorrower 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 covertime 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 surns secured by this Security Instrument, foraclosure 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 foraclosure proceeding the non-existence of a default or any other defense on Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lander at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foraclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expanses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' less and costs of title evidence.
- 22. Pyrlease. 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. Walver of Homestead, Por ower waives all right of homestead exemption in the Property.
- 24. Fiders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenant, and agreements of each such rider shall be incorporated into and shall amend and suppliement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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Graduated Payment Rider	Planne	d Unit Development Rider	Biwaekly P	ayment Rider
Balloon Rider	Rate li	nprovement Hider	Second Ho	me Rider
X Other(s) [specify] LEGAL C	ESCRIPTION			
BY BIGNING BELOW, Borrower accept and in any rider(s) executed by Borrower and	_		ntained in this Securit	y Instrument
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Loan No. 8571000224

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(Space Below This Line For Acknowledgment)				
STATE OF ILLINOIS, COOK	County 88:			
THE UNDERSTONED a Notary Public in and the said county and state, do heraby certify that ANN RAGIN AND DAVID BRININSTOOL, ANN RAGIN, DIVORCED AND NOT SINCE REMARRIED* personally known to me to be the same person(s) whose name(s) is/are subscribed to the loregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the saic instrument as their true and voluntary act, for the uses and purposes therein set forth.  * DAVID PRINTNOOL, A WIDOWER				
	fay of JULY, 1998			

YATI, TO AFTER REC: This instrument was prepared by: CITIBANK, F.S.B.

12855 NORTH OUTER FORTY DRIVE ST. LOUIS MISSOURI 63141OFFICIAL SEAL
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NOT ARY PUBLIC, STATE OF ILLINOIS
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Notary Public

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SHELOANDA C TATUM
HOTARY PUBLIC, STATE OF ILLINOIS
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#### LEGAL DESCRIPTION

TOT 2 IN COHEM'S RESUBBLIVISION OF THE EASY 15 FEET OF LOT 31 AND THE WEST 85 FEET OF LOT 32 OF BLOCK 17 IN LAKE SHORE ADDITION TO WILMETTE OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL HERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBER: 05-35-117-019

MRESS: 1

OCOOK COUNTY CLERK'S OFFICE PROPERTY ADDRESS: 112 LAUREL, WILMETTE, ILLINOIS 6009

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