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Cook County Recorder Loan No. 8560800362

67.00

CITICORP MORTGAGE, INC. P.O. 80x 790021 M.S. 321 St Louis, MO 63179-0021 Attn: Document Collection

(Space Above This Line For Recording Data)
MORTGAGE 7/39/000
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THIS MORTGAGE ("Security Instrument") is given on JULY 14, 1998
The mortgagor is MATIK D. DYBAS AND MARILYN D. DYBAS, HUSBAND & WIFE AS
("Barrower"). This Security Instrument is given to CITIBANK, F.S.B.
which is organized and existing under the laws of THE UNITED STATES OF AMERICA
and whose address is 12855 NOPTH OUTER FORTY DRIVE ST. LOUIS, MISSOURI 83141- ("Lender").
Borrower owes Lander the principal surrol Two Hundred Thirleen Thousand Seven Hundred Filty and 00/100
Dollars (U.S. \$ 213,750.00). 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
AUGUST 1, 2028 . This Socurity 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 properly located in COOK County, ill nois:
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BOX 333-CTI
DOV COO OH

BOX 333-CTI

which has the address of 13385	STRAWBERRY LANE	ORLAND PARK	·····
Illinois 60462-	("Property Address");	(City)	

ILLINOIS - Single Family - Fannie Mac/Fraddle Mac UNIFORM INSTRUMENT GFS Form G000022 (5108)

Intials 140 12/20 Form 3014 9/90 (page 1 of 7 pages)

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TOGETHER WITH all the improvements now or hereafter created 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 COVENANTS that Borrower is lawfully select 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, Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumprances 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 propayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for; (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground zents on the Property, if any; (c) yearly hazard or property insurance promiums; (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 lender for a federally related a origing loan may require for Borrower's escrew account under the federal Real Estate Sottlement Procedures Act of 1574 as amended from time to time, 12 U.S.C. Section 2801 at seq. ("RESPA"), unless another law that applies to the Funds ar.s. a lesser amount. If so, Londer may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lesser may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of lutule Escrew Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a tederal agency, instrumentality, or entity (including Londer, if Lender is such an institution) of the may Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrowe for holding and applying the Funds, annually analyzing the escrow account, or varilying the Escrew Items, unless Lender priys betrower interest on the Funds and applicable law permits Lender to make such a charge. However, Londer may require correspond to pay a one-time charge for an independent real estate tax reporting service used by Lander in connection with in a loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid under 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 hold by Lendor exceed the amounts permitted to be held by applicable law, Lendor shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. The amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so not to Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deliciency. Borrower shall make up the delicioney 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 hold by Lander. If, under paragraph 21, Lander shall acquire or sell the Property, Lander, 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 a jainst the sums socured by this Socurity 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,
- Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the 4. Charges: Liens. 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 ewed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragreph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lander receipts avidencing 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 ilon in a manner acceptable to Lender; (b) contests in good taith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lander's opinion opports to prevent the enforcement of the lion; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lendor 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, include ing floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lander 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 fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Londer all receipts of paid from ums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Londer may make proof of loss If not made promptly by Borrower.

Unless Lender and Barrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by in's Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, C. does not answer within 30 days a notice from Lender that the Insurance carrier has offored to settle a claim, then Lender may culticat 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 atherwise arrev 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 Londor, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall prise to Landor 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; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's inhicipal 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 date of occupancy, unless Lender otherwise agrees in willing, which consent shall not be unreasonably withheld, or unless extendeding circumstances exist which are beyond Borrover's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in detault il any forfeiture action or preceeding, whether civil or criminal, is begun that in Leadur's good talth judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 38, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfelture of the Borrower's intorest in the Property or other material impairment of the lien created by this Security Instrument of Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave malchally false or inaccurate information or statements to Lender (or falled 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 loase. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower falls to partorm 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 bankruptcy, probate, for condomnation or tortellure 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 Londor may take action under this paragraph 7, Londor does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

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Security Instrument, Unless Borrower and Londer 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 paymont.

- 8. Mortgage insurance. If Londor required mortgage insurance as a condition of making the loan secured by this Security Instrument, Berrower shall pay the premiums regulred to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lander lapses or ceases to be in effect. Borrower shall pay the promiums 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 Lender. If substantially equivalent mortgage insurance is not available, Borrower shall pay to Lender each month a sum equal to the yearly mortgage insurance premium being paid by Berrower when the insurance coverage lapsed or coased to be in effect. Londer 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 Lander, it 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. Berrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the contrement for mortgage insurance ends in accordance with any written agreement between Borrower and Landar or applicacia law.
- 9. Inspection. Leider or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the three of ar 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.

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 lair 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 Londer otherwise agree in writing, the sums secured by this Security Instrument shall be educed 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 oald 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 section 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 falls to respond to Lender with 1.33 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to research 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 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 Walver. Extension of the line for payment or modifice. tion 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 correct. 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 make by the original Borrower or Borrower's successors in Interest. Any forbearance by Londer in exercising any right or remedy small not be a walver of or preclude the exercise of any right or remady.
- 12. Successors 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 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 Landor and any other Borrower may agree to extend, modify, lorboar or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
 - If the loan secured by this Security instrument is subject to a law which sets maximum loan 13. Loan Charges,

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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 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.

- 14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by malling 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 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 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 effect without the conflicting provision. To this end the previsions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's C. ov. 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 Borrowerli 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, Linder 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 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 falls to pay in use sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower master 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 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 Lender 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 expenses incurred in enforcing this Security Instrument, Including, but not limited to, reasonable attorneys less and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's lights 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 reinstate 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 Neth (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 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 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 preceding two suntences 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 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

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Loan No. 8560600362

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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, keresene, other flammable or texic petroleum products. taxic posticides and herbicides, volatile solvents, materials containing asbestes or formaldehyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means lederal 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. Lander 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 her localise this Security Instrument by judicial procooding. Londer shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' less and costs of title evidence.
- Upon an mont of all sums secured by this Socurity Instrument, Lender shall release this Socurity 22, Relongo. Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - Bo rower waives all right of homestead exemption in the Property. 23. Waiver of Homestead.

24. Riders to this Security Instrument.	If one or more riders are executed by	Borrower and recorded logether
with this Socurity Instrument, the covenants	nd agreements of each such rider shall be in	corporated into and shall amond
and supplement the covenants and agreeme	onto of this Socurity instrument as if the ride	or(s) were a part of this Security
Instrument.	0/	
(Check applicable box(es))	\mathcal{T}_{α}	
Adjustable Rate Rider	Concominium Rider	1-4 Family Rider
Graduated Paymont Ridor	Plannod Uni, Dovelopment Rider	Blwookly Payment Rider
Balloon Rider	☐ Rate Improventani Alder	Second Home Rider
(X) Other(s) (specify) LEGAL DI	ESCRIPTION	
BY SIGNING BELOW, Borrower accept and in any rider(s) executed by Borrower and Witnesses:	ts and agrees to the terms and crivenints confered with it.	ntained in this Security Instrument
	\ lave	(Son)
	MARK D DYBAS	·Barrowar
	Infaulant)	(Son)
The second second second second is a larger of the second	MARILYN D DYBAS	-Boriowar
	was managed 10 cells to receive a common garages (10 cells believed to	(Seal
		-Borrower
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		iamoi108.

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Loan No. 0580800362

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STATE OF ILLINOIS, 1. the understand MARILYN B	I heisheithey signed and delivered the sale was signed
	The Contraction of the Contracti

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STREET ADDRESS: 13305 STRAWBERRY LANE

COUNTY: COOK CITY: ORLAND PARK

TAX NUMBER: 23-35-310-020-0000

LEGAL DESCRIPTION:

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 $^{L_{\parallel}}$ Lot 20 in parkvirw estates subdivision bring a subdivision of the southwest 1/4 of the 5 SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JULY 24, 1979 AS DOCUMENT 25066458, IN COOK COUNTY, ILLINOIS.

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