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Prepared by: CRESTAR MORT GE CORPORATION EMAILTOI 901 SEMMES

**MORTGAGE** 

RICHMOND, VAT 2322

1LM0/0000870642

THIS MORTGAGE ("Security Instrument") is given on AUGUST 10, 1998

MERLYN W OTTO LINDA K OTTO

HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to CRESTAR MORTGAGE CORPORATION

which is organized and existing under the laws of THE COMMONWEALTH OF VIRGINIA address is 901 SEMMES AVENUE, RICHMOND, VA 23224

and whose

. The mortgagor is

("Lender"), Borrower owes Lender the principal sum of ONE HUNDRED EIGHTY THOUSAND AND 00/100

180,000,00 ). This debt is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ Instrument ("Note"), which provides for monthly payments, with the full aelic, if not paid earlier, due and payable on SEPTEMBER 01, 2013 . 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 County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION

Parcel ID#: 18-05-216-078 which has the address of 37 N POPLAR PL.

Illinois 60525

LAGRANGE

(Zip Code) ("Property Address");

(Street, City),

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM Initials: 14.00 INSTRUMENT Form 3014 9/90 Antended 5/91

VMP MORTGAGE FORMS - (800)521-7291

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TOOFFITTER WITH all the improvements now or hereafter erected on the property, and all easeme apportenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered to the property of the property of the property of the property.

by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants w

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 a the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the No

2. Funds for Taxes and Insurance, Subject to applicable law or to a written waiver by Lender, Borrower sleave to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") if (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premium (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sams paya by Borrower to Lander, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These locals are called "Escrow Items," Lender may, at any time, collect and hold Funds in an amount to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escraceount under the federal Item Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S Section 2601 of seq. ("RIFPA"), 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 estimate the amount Funds due on the basis of current Jota and reasonable estimates of expenditures of future Escrow Items or otherwise accordance with applicable law.

The Finds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entitioning Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds pay the Escrow Items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing escrow account, or verifying the Escrow Items, Lender pays Borrower interest on the Funds and applicable permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provious therwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required pay Borrower any interest or carnings on the Funds. Dorrower and Lender may agree in writing, however, that intershall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, show credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged

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 Horrower 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 the 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 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, Leader shall promptly refund to Borros any Funds held by Leader. If, under paragraph 21, Leader shall acquire or sea, the Property, Leader, prior to acquisition or sale of the Property, shall apply any Funds held by Leader at the time of acquisition or sale as a cre-

against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender un paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Noic, second, to amounts paya 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 Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borro shall pay them on time directly to the person owed payment, Borrower shall promptly furnish to Lender all notice amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly fur to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contes good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opi operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfacto

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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 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 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 lost if not made promptly by Borrower.

Unless Let det 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. 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 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 pair sams 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 of agwise 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 prime to the acquisition shall pass to Lender to the extent of the sums secured by

this Security Instrument immediately prior to the acquisition.

Occupancy, Preservation, Mainteney's and Protection of the Property; Borrower's Loan Application; Leaseholds. 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 date of occupanty, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circurastances exist which are beyond Borrower's control. Borrower s'all 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 Lender'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 interest. Borrower may cur; such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismaned with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest, Borrowe, shall also be in default if Borrower, during the loan application process, gave materially false 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 occupantly 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 4. Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the inviger 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 bankruptcy, probate, for condemnation or forfeiture 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 action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower 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 Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the

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premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a co substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alterna mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not availab Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium bei paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain the payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at t option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided an insurer approved by Lender again becomes available and is obtained. Horrower shall pay the premiums required maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance en 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 sha

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 wi any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are here's

assigned and shall be paid to Lender.

In the eye it of a total taking of the Property, the proceeds shall be applied to the sums secured by this Securi Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property which the fair marker value of the Property immediately before the taking is equal to or greater than the amount of t sums secured by this security Instrument immediately before the taking, unless Borrower and Lender otherwise agr in writing, the sums second by this Security Instrument shall be reduced by the amount of the proceeds multiplied the following fraction: (a) are total amount of the sums secured immediately before the taking, divided by (b) the fo market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of partial taking of the Property in which the fair market value of the Property immediately before the taking is less the the amount of the sums secured wir rediately 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 Securi Instrument whether or not the sums are then due.

If the Property is abandoned by Borrover, or if, after notice by Lender to Borrower that the condemnor offers make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date t 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 In are ment, whether or not then due.

Unless Lender and Borrower otherwise agree to writing, any application of proceeds to principal shall not extend postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of su

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors 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 a demand made by the original Borrower or Borrower's successors in laterest. Any forbearance by Lender in exercisit

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 agreement 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 corsig 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 n personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any oth Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Securi 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 to charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amou necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower whi 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 mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given

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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 provisions of this Security Instrument and the Note are declared to be severable.

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 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 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 fails to pay these 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 kight to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for 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 air 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' 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 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 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 unsured to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change its geordance 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, not 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 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

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specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and saie 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 a contract by this Southite Institutional without further decound and may foregive this Southity

Instrument by judicial proceeding. Lender shall be c remedies provided in this paragraph 21, including, bu	entitled to collect all expenses incurred in pursuing the at not limited to, reasonable attorneys' fees and costs of
title evidence.	stin Contraint Instrument I make about returns this Contraint
122. Retease. Croin payment of all sums secured by Instrument without charge to Borrower. Borrower shall pa	<ul> <li>this Security Instrument, Lender shall release this Security as any recordation costs.</li> </ul>
23. Waiver of Homestead, Borrower waives all righ	
24. Riders to this Security Instrument. If one or	more riders are executed by Borrower and recorded together
	ents of each such rider shall be incorporated into and shall
nmend and surprement the covenants and agreements or Security Instrument, ICheck applicable box(es)1	this Security Instrument as if the rider(s) were a part of this
Adjustable Rite Rider Condomin	ium Rider [77] 1-4 Family Rider
Graduated in greent Rider Planned U	nit Development Rider 🛅 Biweekfy Payment Rider
	ovement Rider Second Home Rider
VA Rider Other(s) Is	ipectry1
	ees to the terms and covenants contained in this Security
Instrument and in any rider(s) executed by Borrower and re	ecorded with it.
Witnesses:	(Seal)
0/	MERLEN WOLTO Borrower
	To by Wa
	Live K. this (Sent)
	LINDA K OTTO -Borrower
	Ox.
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(Seal)	(Seal)
-Horrower	-Borrower
STATE OF HAINOIS,	Guanty ss: / W
the undersigned.	To a second second
	, a Notary Public in and for said epunty and state do hereby
	Mr L. Otto, bushing & will
malyn w. offo and lin	
	, personally known to me to be the same person(s) whose
name(s) subscribed to the foregoing instrument, appeared with signed and delivered the said instrument as	before me this day in person, and acknowledged that that file free and voluntary act, for the uses and purposed
therein set forth.	1600
Given under my hand and official seal, this $\int f^{-1}$	- day of Weetlest 1 , 7978.
My Commission DEFICIAL SEAL	Land Like Co
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LOT 2 IN HOLMAN'S ADDITION TO LAGRANGE, BEING A RESUBDIVISION OF THE SOUTH 1/2 OF LOT 5 IN EDGEWOOD SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE; NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 22.95 ACRES THEREOF AND THE NORTH LINE OF HILLGRAMS AVENUE AS LAID JUTH NORTH AND ADJOINING THE NORTH LINE OF CHICAGO, BURLINGTON AND QUINCY RAILROAD, IN COOK COUNTY, ILLINOIS, RECORDED AS DOCUMENT NO. 23478944 IN COOK COUNTY / ILLINOIS

Decision No

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