

# UNOFFICIAL COPY

98842156

**AFTER RECORDING MAIL TO:**

Old Kent Mortgage Company  
Secondary Marketing Operations  
Final Documentation  
P. O. Box 204  
Grand Rapids, MI 49501-0204

9148/0051 13 002 Page 1 of 7  
1998-09-22 10:59:45  
Cook County Recorder 33.50



COOK COUNTY  
RECORDER  
JESSE WHITE  
BRIDGEVIEW OFFICE

LOAN NO. 1144586

Affiliate No. TICOR TITLE

44/2831

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 14, 1998. The mortgagor is BERNADETTE MCMAHON, a single woman

("Borrower").

This Security Instrument is given to AMERICAN FAMILY MORTGAGE COMPANY,

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 12416 SOUTH HARLEM AVE., PAIDS HEIGHTS, IL 60463 ("Lender").

Borrower owes Lender the principal sum of one hundred One Thousand Two Hundred Fifty Dollars and no/100 Dollars (U.S. \$ 101,250.00). 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 October 1, 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, Illinois:

SEE ATTACHED LEGAL

24-17-115-007-0000

which has the address of

10505 S. OXFORD  
[Street]CHICAGO RIDGE  
[City]Illinois 60415 ("Property Address");  
[Zip Code]

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."

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
ISC/CMDTIL//0491/3014(9-90)-L

FORM 3014 9/90

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IS/C/CDTLL//0491/3014(9-90)-L

FORM 3014 9/80

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, garnet and convey the Property and that the Property is unencumbered, except for encumbrances of record, or leases held by lessees of record, or ground rents on the title to the Property against all claims and demands, subject to any encumbrances or record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variances by instrument 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; Preparation 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 due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay yearly taxes and assessments which may attach priority over this Security instrument as a lien on the funds for taxes and insurance, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by lessees held by lessees of record or ground rents on the title to the Property, if any; (c) yearly hazard or property insurance premiums; (b) yearly flood insurance premiums, if any; (d) in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, if any; (e) yearly mortgage loans may require for Borrower's escrow account to exceed the maximum amount set by a called "Escrow Items"; Lender may, at any time, collect and hold funds in an amount not to pay the Escrow Items, Lender may not have the right to hold any such amount longer than the time specified in the Note; (f) unless otherwise provided in the Note, until the Note is paid in full, a sum ("funds") for: (a) to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("funds") for: (a)

The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity applying federal tax reporting service used by Lender in connection with this loan, unless applicable law prohibits Lender from making such a charge. However, Lender may require Borrower to pay a one-time charge for an escrow account, overruling the Escrow Items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge. Lender may not exceed the lesser amount, Lender may, at any time, collect and hold funds in an amount not to pay the Escrow Items, Lender may not have the right to hold any such amount longer than the time specified in the Note; (f) unless otherwise provided in the Note, until the Note is paid in full, a sum ("funds") for: (a) to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("funds") for: (a)

If the funds held by Lender exceed the amounts permitted to be paid by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Up the deficiency in no more than twelve months, 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, Lender shall acquire or sell the Property, prior to the acquisition of the property which may attach priority over this Security instrument, Lender shall pay all obligations in the Note.

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; Lenses. Borrower shall pay all taxes, assessments, charges, fines and impositions statutable to the property which may attach priority over this Security instrument, less than in the lenses of the notes in writing to the payee, or derends against the lens to the obligation secured by the lens in manner acceptable to Lender. (d) contains in good faith the lens to the payment of the lens to the payee, or (c) secures from the holder of the lens an agreement to prevent the Borrower shall promply discharging the lens which has priority over this Security instrument unless Borrower: (a)

Lender receives evidence concerning the payments.

amounts to be paid under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of payment.

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of payment.

Properly which may attach priority over this Security instrument, and Lender shall pay all amounts due under the Note.

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**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 loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

**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 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 occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower'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 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 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 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. Borrower 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 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 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 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 premiums 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 coverage is not available,

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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 is based on the original principal amount of the Note. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance becomes available and is obtained. Borrower shall pay the premiums required to insure Borrower's interest in accordance with any written agreement between Borrower and Lender or applicable law.

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**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 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 Right 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 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' 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 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 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 as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and

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LIC/CMDTL//0491/30149-90-1-L

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

NOTARY PUBLIC STATE OF ILLINOIS  
CAROLE A VALLEA  
"OFFICIAL SEAL"

This instrument was prepared by: Charles Seifert

My Commission expires:

Notary Public

Given under my hand and official seal, this 14 day of April 1998,  
in the free and voluntary act, for the uses and purposes herein set forth.  
Before me this day in person, and acknowledged that he/she signed and delivered the said instrument as  
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared  
state do hereby certify that BERNADETTE MCMAHON, a single woman,  
a Notary Public in and for said county and

I, the undersigned,  
STATE OF ILLINOIS,

County ass:

[Space Below This Line For Acknowledgment]

Social Security Number

Social Security Number

Borrower  
(Seal)

Social Security Number  
Borrower  
(Seal)

Social Security Number  
BERNADETTE MCMAHON  
Borrower  
(Seal)

Witnesses:

BY SIGNING 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.

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 boxes(es)]

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recording costs.  
Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
Instrument. [Check applicable boxes(es)]

22. Acceleration and immediate payment in full of all sums secured by this Security Instrument. Lender at its  
option may require payment in full of all sums secured by this Security Instrument without further  
demands and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all  
expenses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to,  
reasonable attorney's fees and costs of title evidence.

right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to  
sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the  
acceleration and recoupment. 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  
demands and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all  
expenses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to,  
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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 00042831 OC

STREET ADDRESS: 10505 S. OXFORD

CITY: CHICAGO RIDGE

COUNTY: COOK COUNTY

TAX NUMBER:

LEGAL DESCRIPTION:

LOTS 9 AND 10 IN BLOCK 7 IN CHICAGO RIDGE BEING A SUBDIVISION OF THE NORTHWEST  
1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL  
MERIDIAN.

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