COOK COUNTY RECORDER JESSE WHITE BRIDGEVIEW OFFICE

9228/0002 47 002 Page 1 of 1998-10-02 10:31:31 Cook County Recorder 35.50

- [Space Above This Line For Recording Data] -

MORTGAGE

0980223002

THIS MORTGAGE ("Security Instrument") is given on SEPTEN GREGORY G GRAHAM AND MAFYANN MAAS, HUSBAND AND WIFE SEPTEMBER 30TH, 1998 . The mortgagor is

("Borrower"). This Security Instrument is given to MID AMERICA BANK, FSB.

which is organized and existing under the laws of

UNITED STATES OF AMERICA

, and whose

address is

1823 CENTRE POINT CIRCLE, P. O. BOX 3142, NAPERVILLE, IL 60566-7142

("Lender"). Borrower owes Lender the principal sum of

TWO HUNDRED FORTY THOUSAND AND NO/100

Dollars (U.S. \$

240,000.00

This debt is evidenced by Borrower's note dated the same artie as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 1, 2028 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 50//C0 Illinois:

SEE ATTACHED FOR LEGAL

02-11-212-009-0

which has the address of

648 DELGADO DR

PALATINE

[Street]

[City]

Illinois

60067

[Zip Code]

("Property Address");

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 9/90 1041 1/95 page 1 of 7

7 to S egaq 28/1 1401

Note.

payable under paragraph 2; third, to interest due; forth, to principal due; and last, to any late charges due under the paragraphs if and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

agalnat the sums secured by this Security Instrument,

acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the Upon payment in full of all sums secured by this Security Instrument, Lander shall promptly refund to Borrower

shalf make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion. withing, and its such case Borrower shall pay to Lender the emount necessary to make up the deficiency. Borrower held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so routly Borrower in Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

Funds are pledged as additional security for all sums secured by this Security Instrument Funds, showing credits and debits to the Funds and the purpose for which each depths. Ine Funds was made, if he that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing however, provides otherwise. Unless an agreement is made or applicable law requires in srest to be paid, Lender shall not be independent real estate itax reporting service used by Lender in consection with this loan, unless applicable laws law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an the escrow account, or verifying the Escrow Items, unless Lender pars Dorrower Interest on the Funds and applicable to pay the Escrow Items. Lender may not charge Borrower for a acting and applying the Funds, annually analyzing (including Lender, if Lender is such an institution) or in any rederal Home Loan Bank. Lender shall apply the Funds The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

liems or otherwise in accordance with applicable law. the amount of Funds due on the basis of current is and reasonable estimates of expenditures of future Escrow Lender may, at any time, collect and hold Funds 1.1 an amount not to exceed the lesser amount. Lender may estimate US.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It so, escrow account under the federal Real Esta e Settlement Procedures Act of 1974 as amended from time to time, 12 s'ieworing not enlurent yern risol egagmorn betalet for tederally related montgage loan may require for Borrower's insurance premiums. These items בת כזופם "Escrow Items." Lender may, at any time, collect and hold Funds in an payable by Borrower to Lender in Accordance with the provisions of paragraph 8, in lieu of the payment of mortgage (d) yearly flood insurance promiums; if any; (e) yearly mortgage insurance premimums, it any; and (f) any sums yearly leasehold payments or ground rents on the Property, it any; (כ) yearly hazard or property insurance premiums; (a) yearly taxes and est assments which may attain priority over this Security Instrument as a lien on the Property; (b) pay to Lender on the very monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: 2. Funds for Jaxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall

the Note. due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when

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

limited variations by jurisdiction to constitute a uniform security instrument covering real property. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

to any encumbrances of record.

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

Covered by this Security Instrument. All of the foregoing is refered to in this Security Instrument as the "Rioperty." appurenances, and flixtures now or hereafter a part of the property. All replacements and additions shall else be TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,

UNOFFICIAL COP\$\$83842 Page 3 of

4. Charges; Liens. Borrower 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, 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 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) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give 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 corporaty 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 the 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 Londer's approval which shall not by 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?

All insurance policies and renew als 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 light to any insurance policies and proceeds resulting from damages 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 judgement 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,

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interest of Borrower shall not operate to release the ilability of the original Borrower or Borrower's successors in modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in 11. Borrower Not Released; Forbearance By Lender Not A Walver. Extension of the time for payment or

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

the Property or to the sums secured by this Security Instrument, whether or not then due. notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

this Security Instrument whether or not the sums are then due. agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the eums secured by less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise event of a partial taking of the Property in which the fair market value of the Property liming all the taking is (b) the fair market value of the Property immediately before the taking. Any balance shall be poid to Borrower, in the multiplied by the following traction; (s) the total amount of the sums secured immediately between the taking, divided by agree in writing, the sums secured by this Security instrument shall be reduced by the enough of the proceeds the sums secured by this Security Instrument Immediately before the taking, unless Eurower and Lender otherwise in which the fair market value of the Property immediately before the taking is eque to or greater than the amount of Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

neteby assigned and shall be paid to the lender. with any condemnation or other taking of any part of the Property, or for conveyance in fleu of condemnation, are 10. Condemnation. The proceeds of any award or cisim for Janages, direct or consequential, in connection

shall give Borrower notice at the time of or prior to an inspection recitying reasonable cause for the linepection.

9. Inspection. Lender of its agent may make reasc nab a entries upon and inspections of the Property. Lender

requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lander or shall pay the premiums required to maintain rongage insurance in effect, or to provide a loss reserve, until the rendet regultes) brovided by an Insurer approved by Lender again becomes available and is obtained Borrower. longer be required, at the option of Let der, if mortgage insurance coverage (in the amount and for the period on yem strainying avrasar seed. Sometuari agaption to uall ni evrase; Lec is as strainying asant ristatibus asu premium being paid by Borrower which insurance coverage lapsed or ceased to be in effect. Lender will accept eonarusničepegitom yhsey eth to diffeviteno of laupe mus a dinom daas jelne, oi yaq lisha jewonogleidallava sitemate montgage insurer aport ved by Lender. It substantially equivalent montgage insurance coverage is not at a cost substantially equive a 1 to the cost to Borrower of the morgage insurance previously in effect, from an toette ni visuolvera ensurari egegriom ent ot trielsviupe vilisitristedus egerevos riletdo o. ber uper amiliaeg ent vaq Ilibria teworrog from or ed of sessectoresperite by Lender lapses of sessector of editional library for the tof this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect

Borrower requesting payment. interest from the date of dispursement at the Note rate and shall be payable, with interest, upon notice from Lender to this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts, shall bear

8. Mortgase insulance. If Lender required mortgage insurance as a condition of making the loan secured by

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

Although Lender may take action under this paragraph 7, Lender does not have to do so. instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs Property: Lender's actions may include paying any sums secured by a lien which has priority over this Security the Lender may do and pay tor whatever is necessary to protect the value of the Property and Lender's rights in the Property (such as proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws of regulations). contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the 7. Protection of Lender's Hights in the Property. If Borrower falls to perform the coverants and agreements.

Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing. is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires feettile to the representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument

UNOFFICIAL COP \$883842 Page 5 of

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 any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that 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 Lender 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.

any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that Is w 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 mailing 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 notein 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. Kindl or any part of the Property or any interest in it 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 Sorrower 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 judgement 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) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and

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Security Instrument.

smend and supplement the covenants and agreements of this Security Instrument as it the rider(s) were a part of this with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall 24. Alders to this Security Instrument. If one or more riders are executed by Borrower and recorded together

CS. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

evidence.

provided in this paragraph 21, including, but not limited to, reasonable attorneys' less and costs of title judicial proceeding. Lender shall be entitled to collect all expenses incurred in purcuing the remedies secured by this Security Instrument without further demand and may foreclose this Security instrument by before the date specified in the notice, Lender at its option may require immediate to yment in tull of all sums a default or any other defense of Borriwer to acceleration and foreclosure. If the default is not cured on or To some subside arter acceleration and the right of theses of their arter of the notisies of after some to the foreclosure by judicial proceeding and sale of the Property. The notice of all further inform Borrower of the specified in the notice may result in acceleration of the sums secured by this Security instrument, Borrower, by which the default nrust be cured; and (d) that failure to cure the default on or before the date. the action required to cure the datauit; (c) a date, not less than 30 days from the date the notice is given to under paragraph 17 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) Borrower's breach of any coverant or agreement in this & curity instrument (but not prior to acceleration 21. Acceleration; Remedies. Lender shall give rotics to Borrower prior to acceleration following

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

jurisdiction where the Property is located that re at a for health, safety or environmental protection. and redirective materials, As used in paragraph 20, "Environmental Law" means federal laws and laws of the pettyleum products, toxic pesticides and ho bicides volatile solvents, materials containing asbestos or formaldehyde, substances by Environmental Law s. d are following substances: gasoline, kerosene, other flammable or toxic

As used in this paragraph 20, 11 zardous Substances" are those substances defined as toxic of hazardous

Property is necessary, Borrower's hall promptly take all necessary remedial actions in accordance with Environmental governmental or regulatory at it orthy, that any removal or other remediation of any Hazardous Substance affecting the Environmental Law o willch the Borrower has actual knowledge. If Borrower learns, or is notified by any any governmentar of equilatory agency or private party involving the Property and any Hazardous Substance or

Borrower shell yearly give Lender written notice of any investigation, claim, demand, lewsult of differ action by recognized to be appropriate to normal residential uses and to maintenance of the Property.

the presence use, or storage on the Property of small quantities of Hazardous Substances that are generally affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release

should be made. The notice will also contain any other information required by applicable law. applicable law. The notice will state the name and address of the new Loan Servicer and address to which payments the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and 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 entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument Instrument) may be sold one or more times without prior notice to Bordwer. A sale may result in a change in the 19. Sale of Note; Change of Loan Servicer. The Note or partial interest in the Note (together with this Security

. Thindengened if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged.

[Check applicable box(es)]				
Adjustable Rate Rider Graduated Payment Ride Balloon Rider VA Rider	er Condominium Planned Unit E Rate Improven Other(s) [speci	Development Rider nent Rider	1-4 Family Ride Biweekly Payme Second Home F	ent Rider
BY SIGNING BT.L.TW, Borrower a Instrument and in arry rider(s) execution with the second seco			ts contained in this Se	curity (Seal) -Borrower
Maryonn Mac	(Seal)			(Seal)
maryann maas	-Borrower			-Borrower
				/O B
	-Borrower			(Seal) -Borrower
STATE OF ILLINOIS, I, the undersay, that GREGORY G GRAHAM AND	, a Nota MARYANN MAAS, HUSB	Count ary Public in and for stand AND WIFE	y ss: aid county and state o	lo hereby certify
subscribed to the foregoing instrum signed and delivered the said instr therein set forth. Given under my hand and office	nent, appeared before mument as THEIR	e this day in person,	ntary act, for the uses	at ^T he ^Y
My Commission Expires:		Cathy	Patterson	
				Notary Public
THIS INSTRUMENT WAS PREPARENNETH KORANDA 1823 CENTRE POINT CIRCLE P.O. BOX 3142 NAPERVILLE, IL 60566-7142	"OFFICIAL CATHY PATTE NOTARY PUBLIC, STATE MY COMMISSION DIPER	Ar Hilbraia (NK, FSB. DINT CIRCLE	197-Page 7 of 1

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THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOT 25 IN SHENANDOAH NORTH SUBDIVISION, OF PART OF THE SOUTH 1/2 OF THE MORTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property or Cook County Clerk's Office

CRLEGAL LAW

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11:55:26

Ploop of County Clark's Office