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Wilmette, IL 60091

98919109

DEPT-01 RECORDING

\$33.00

T#0000 TRAN 0719 10/14/98 10:14:00 919109

998 + CG #-98-COOK COUNTY RECORDER

DEPT-10 PENALTY

\$30.00

Propered by: Fort Dearborn Title Co.

Tax ID Number:

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on this 25th day of September, 1998

Luk Neseida Pagas; Nydia Pagen; Mirta M. Rivera and Jesus kivera

. The mortgagor is

Bastern Savings Bank, ISD ("Bustower"). This Security Instrument is given to

which is organized and existing under the laws of The United States of America address is 11350 McCormick Road, Sto. 200, Hunt Valley YD 21031
('Lenia'). Borrower ower Lender the principal sum of

, and whose

One Mundred Twenty Thousand and 00/100

Dellars (U.S. \$ 120,000.00

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 September 40, 2028 This Security Instrument secures to Londor: (a) the repayment of the debt evidenced by the Note, with interest, and all tenewals, extensions and modifications of the Note; (h) 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, Dorrower does hereby mortgage, grant and convey to funder the following

described property located in Cook

FD12739

388 EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Purcel ID #: 15-16-403-106

which has the address of 714 S GARLINER RCAD, Westchester build [Eip Code] ("Property Address");

[Street, City].

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014

INSTRUMENT Form 3014 9/90 Amended 1/28 SR(IL) wederer

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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. Huzurd or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property incured against loss by fire, hazards included within the term "extended coverage" and any other linzards, including floods or flooding, for which I ender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance currier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls 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 limitance 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 renowals. If Londor requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Rorrower shall give prompt notice to the insurance carrier and Lender.

Lender may make proof of loss if not made promptly by Borrower. Unless Lander and Porrower otherwice agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the estoration or repair is economically feasible and I ender's security is not lessened. If the restoration or repair is not economically fresible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Institution, whether or not then due, with any excess paid to Boscower. If Dorrower abandons the Property, or does not answe, 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 oth raise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in pursuraphs I and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lander, Borrower's right to any incurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pay to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Presertion of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Me rower'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 withhold, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not desirny, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Traperty. Burrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lander's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lander's security interest. Performer 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, dorrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or falled to provide Lender with any material information) in connection with the loan evidenced by it. 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 lessehold, Borrower chall comply with all the provisions of the lesse. If Burrower acquires far little to the Property, the lessehold and the fee title shall not merge unless I ender agrees to the merger in writing.

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

Any arounds 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

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

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all cascenents, appurtenances, and tratures 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 to the 'Property."

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

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

UNITORM COVENANTS. Bustower and Lender covenant and agree as follows:

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Burrower shall pay to I ander on the day countly payments are due under the Note, until the Note is paid in full, a sum ("Funda") for: (a) yearly taxed and assessments which may attain priority over this Security Instrument as a lien on the Property: (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums, (d) yearly flowl insurance premiums. if any: (e) yearly man as e insurence premiums, if any; and (f) any sumt psyable by Borrower to Lender, in accordance with the provisions of paragraph 2, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, called and hold Funds in an amount not to exceed the maximum amount a lender for a faderally related mortgage loan may require for Borrower's excrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sots a lossor amount. If so, Londer may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Pund, the on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Punds shall be held in an institution whose deposits are instructed by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Rems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account. or verifying the Escrew Items, unless Lender pays Derrower i sterest on the Funds and applicable law permits Lender to make such a charge, However, I ender may require Borrower to pay a on r-lim; charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable lay provides otherwise. Unless an agreement is made or applicable low requires interest to be paid, Lender shall not be required to pay Borrower any interest of 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 Pinds, showing credits and let us to the Punds and the purpose for which each dobit to the Punds was made. The Funds are pledged as additional security for ill sums secured by this Security Instrument.

If the Punds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Bosrower for the excess Punds 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 Ecorow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Londor the amount necessary to make up the deficiency. Borrower shall make up 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, Lender shall promptly refund to Bustowes any 🐔 Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Punds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender room 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; 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. Rorrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Dorrower shall pay them on time directly to the person owed payment. Borrower shall promptly turnish to Londer all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Dorrower shall promptly furnish to Lander receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Bossumes. (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to I ender; (b) contests in good faith the lien by, or defends against enforcement of the lies in, legal proceedings which in the Lender's opinion operate to prevent the sufferencement of the Hen; or (c) secures from the holder of the Hen an agreement satisfactory to Lender subordinating the Hen to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priently a

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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, 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 lapsed or reased to be in effect. 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 Londor, if 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. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends 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. I ender shall give

Borrower notice at the time of or prior to an inspection spacifying 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 lieu of condemnation, are hereby assigned and

shall be paid to Lender.

In the event of a total wing of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, which any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property in which the fair market value of the Property in which the taking is equal to or greater than the autount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (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, divided by (b) the fair market value 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 Londer otherwise ag of its writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, ever notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fulls to expend to Lender within 30 days after the date the 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 Instrument, whether or not then due.

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

11. Dorrower Not Released; Furbearance By Lender Nut a Walver Extension of the time for payment or modification of smortization of the sums secured by this Security Instrument granted by Leader to any successor in interest of Dorrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Leader 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 any right or remedy the line in the a waiver of or preclude the exercise of any right or remedy.

12. Sucressors and Assigns Bound; Joint and Several Linbility; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Rormwer, integer 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, receive, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's prisent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum lean charges, and that law is finally interpreted to 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 nuless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Porrower designates by notice to Londer. Any nucles to Londer shall be given by first class mail to

Form 3014

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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 Laws Severability. This Security Instrument shall be governed by federal law and the law of the invisdiction in which the Property is Incated. 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 Jouland to be severable.

16. Burruwer's Cupy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Baneficial 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 Rorrower is not a natural person) without Lendor's prior written consent, Lendor may, at its option, require immediate payment in full of all sums secured by mis Security Instrument. However, this option shall not be exercised by Londer if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercitos 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 Berrower falls to pay these rums prior to the expiration of this period. I ender may invoke any remedies

permitted by this Security in trument without further notice or dequand on Borrower.

18. Barrawer's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have culorecment of this Security incurvatent discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstetement) 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 Leader all sums which then would be die obser this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agranicats; (c) pays all expenses incurred in enforcing this Security Instrument. including, but not limited to, reasonable attornings irea; and (d) takes such action as Lander may recoonably require to assure that the lien of this Security Instrument, Lender's 126 is in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Ut or reinstatement by Bossower, this Security Instrument and the obligations secured hereby shall remain fully effective as it an 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 flor muer. A sale may result in a change in the entity (known as the "Loan Servicer") that collects mouthly payments due under the Fore and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a cale of the Note. If there the change of the Loan Services, Borrower will be given written notice of the change in accordance with paragraph 14 shows and explicable law. The notice will state the name and address of the new Loan Services and the address to which payments should be myde. The police will also contain any other

intormation required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, var. disposal, storage, or rolono of any Hezardous Submances on or in the Property. Bussumer shall not do, not allow anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall in 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 recidential 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 Engrenmental Law of which Borrower has actual knowledge. If Burtower learns, or is notified by any governmental or regulate y suthority, that any removal or other remediation of any Hazardous Substance offecting the Property is necessary, Borrower shall properly 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 enhances: gasoline, kerocene, other flammable or tunic petruleum products, toxic posticides and herbicides, vulatile solvents, materials containing asbestos or formaldehyde, and radioactiva 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 licalth, safety or environmental protection.

NUN-UNIFORM COVENANTS. Borrower and Leader further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Rorrower prior to acceleration following Box ower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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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 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 attorneys' fees and costs of title evidence.

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

24. Riders to this Security in quiment. If one or more riders are executed by Borrower and recorded together with this

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

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Security Instrument, the covenants and agree the covenants and agreements of this Security				upplement
[Check applicable box(es)]	Thorrament as it me line	s(a) were a barror titta	occurry anatoment.	
Adjustable Rate Rider	Condominium Ride	••	1-4 Family Rider	
Graduated Payment Rider	Plann of Unit Deve		Biweekly Payment Rider	. :
Balloon Rider	Ram Improvement	-	Second Home Rider	
☐ VA Rider	Other(s [specify]			
	4	* ;		
BY CIGNING BELOW B.) 		
BY SIGNING BELOW, Borrower acce in any rider(s) executed by Borrower and sec		ra aud concustura coun	uned in this Security Instr	nment and
Witnesses:	olded with it:	Jan 1	_	
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STATE OF ILLINOIS,	. 3.7	County ss:	9	1 4 2 2 1
that the Normal of Page 1	a Nous	ly Public in and for sai	id county and state do here	by certify
that Luz Nereida Pagan; Nydia Pa	gan; mirta m. Riv	era and Jemus R	ivera	•
	2			
	Derso	asily known to me to b	on the same person(s) who	te name(a)
subscribed to the foregoing instrument, appear	red before me this day in	person, and acknowle	edged that the	o manic(s)
signed and delivered the said instrument as	ther free and	l voluntary act, for the	uses and purposes therein	set forth.
Given under my hand and official seal,		sy of Septembe		
Mu Commission England		12011		
My Commission Expires: //	Notes	ry Public		
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Manda Cashari	,	~~~~	e e e e e e e e e e e e e e e e e e e	
Morge Sachman	OFFICIAL SE	AL"		100
	MICHAEL J. MAC	DIEX: {		

Notary Public, State of Illinois

LOT 556 (EXCEPT THE NORTH 19 FEET), LOT 555 AND THE NORTH 7 FEET OF LOT 554 IN WILLIAM ZELOSKY'S SECOND TERMINAL ADDITION TO WESTCHESTER, A SUBDIVISION OF LOTS 10 AND 11 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Proberty of Cook County Clerk's Office 3103

Property of County Clerk's Office