When Recorded Return To:

UNOFFICIAL COMPONER OF SECURIOR SECTION

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Cook County Recorder

Homeilomings Financial Network, Inc.

12600 Whitewater Drive Manetonica, MN 55343

Loan Number: 041-069247-9

Prepared by:

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 23RD, 1998 . The mortgagor is CHRISTINE L. SAILER, MAN JUNIARY JEED WOMAN MARTIED to J. Sailer, Michael Christian Christian J. Sailer, Michael Christian Chr

("Borrower"). This Security Instrument is given to HOMECOMINGS FINANCIAL NETWORK, INC.

which is organized and existing under the laws of address is P.O. BOX 808024

, and whose

PETALUMA, CA 94975

J1/10

164860

NINETY THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100

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

Dollars (U.S. \$ 93,750.00 This debt is evidenced by Borrower's note dated the same date as this Secury, Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEBRUAPY 1ST, 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 covenaries 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:

[Zip Code] ("Property Address");

SEE ATTACHED LEGAL DESCRIPTION

Parcel ID #:

which has the address of 4033 KONRAD

Illinois 60534

ILLINOIS Single Family FAMA/FHLMC UNIFORM INSTRUMENT Form 3014 9/90

Amended 8/96

VMP MORTGAGE FORMS (800/521-7291

LYONS

(Street, City),



Page 1 of 6

68(IL) 1960s

MF11.8770 (1/97) / 041-069247-9

(BO36) [7]]XG 077

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1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower skall principly pay when due the UNIFORM COVENANTS. Bostower and Lender coverians and agree as follows: variations by jurisdiction to constitute a uniform security instrument covering real property. THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with finited

fixtures from or herestier a part of the property. All replacements and additions shall also be covered by this Security TOCETHER WITH all the improvements now or becenter erected on the property, and all exements, appuritenances, and

and will defend generally the this to the Property against all ciaims and demands, subject to any encumbrance of tecord. gram and convey the Property and that the Property is uncacumbered, except for encumbrances of record. Borrower warrants BORROWER COVENANTS that Borrower is lawfuily seised of the estate hereby corresped and has the right to inorgage,

"virginist" all of the foregoing is referred to in this Security lustromen as the "Property"

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simul to estudiazação to estantes sidsmesso has alab mentro do eixad ado no and since do muonte ado asamiza qua retarad 2523 8 lesser amount. If 50, Lender 1179, at any time, collect and hold Fands in an advant not to exceed the lesser amount. edited as amended from time to pape 12 U.S.C. Section 2601 et seç. ("RESPA"), unites avoites talu applies to the Funds to suft estubacos quanatises susced todal teacos scienciam amonos worses e sevorios tod situlity van asol sessiom basis: Lender may, at any time, while the food Funds in an amount not to exceed the maximum amount a lender for a federally terral worsel" bollso and easily semiliaring entering special properties in the called "Escrow Remains and contribute the called "Escrow Remains and "Escrow Remains and Called "Escrow Remains if any; (e) yearly con gage insurance premiums, if any; and (f) say same payable by Borrower to Lender, in accordance with ળ છુત્વનાને દ્યાર જૂર્ય કેલ જિલ્લાપુ, મેં સાપુ; (c) પુરસાય કેલ્સાને તેમ ધારાતાસાર પારાતામાર, (d) પુરસાય ઉભ્લે લેલાસ્ટર પુરસાયામાં, epirativey blodessul Placy (d) ; Viragorff sib no sail a sa mannant vinuos2 eich rovo vinoing nians ven chickventenzezes bas Lender on the day mouthly payments are due under the Note, until the Note is paid in full, a sem ("Runds") for: (a) yearly tands 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Leader, Borrower chall pay to

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower. applicable law requires interest to be paid. Leader shall not let bin be by Borrower any interest or centings on the Founds. weld by Lender in commercion with this foun, unless spirit able have provides otherwise. Unless an agreement is mide in advises. However, Lender may require Borrower to pay a crim-time charge for an independent real estate an repuring search the Escrow feers, unless Lender pays Born wer interest on the founds and applicable law perimis Lender to make such Excrow frems. Lender may not charge Borrower for Lolding and suplying the Funds, simully ensitying the excrow secount, we (including Lender, if Lender is such an instanton) or in any Pedeal Home Loan Bank. Lender shall apply the Fands to pay the The Funds shall be held in an incorning whose deposits are insured by a federal agency, instrumentality, or emity Escrow frems or otherwise in secondard. It is applicable law.

shall gay to Lender the emonts tracessary to make up the deficiency. Borrower shall appear up the deficiency in no more than time is not sufficient to pay the Escrow frems when due, Lender may so notify Exponer in writing, and, in studicess Bottower gills its "selicial" of blad alimid and to impoint and the out ablastique to amanistic per and drive sometroous of abund account of the second and the secon If the Funds held by Lender exceed the amounts permitted to be field by explicable law, Lender shall account to Burrow as Accountable of the Founds are pleased as additional seconds of the Second of this Second of the Seco without charge, an annual accounting of the Femile, showing credits in the Femile and the purpose for which each

Funds field by Lender. If, under paragraph 21, Lender shall sequire or sell the Property, Lender, 11, under paragraph 21, Lender paragr Upon payment in full of all same second by this Security Institutes, Lender Sail recompily reland to Borrower any motivatiby payments, at Lendar's sole discretion.

this Security University. vol bonuses entire and value of the contribution to entire of the best and the best and the fitting of the contribution of the

third, to interest due; fourth, to principal due; and last, to say late charges due under the Note. i and 2 shall be applied: first, to any prepayment charges due under the Pone, second, to amount paydole under paragraph 2. 2. Application of Presents. Unless applicable has provides otherwise, all payments received by Levels underspanding.

If Borrower makes these payments directly, Borrowet shall promptly furnish to Lender tecepts evidencing the payments. to the person owed payment. Borrower shall promptly furnish to Leader all motives of tunounts to be paid under this paregraph. vibratic stiff of the manner provided in paragraph 2, on if not paid in that manner, Borrower shall pay them to title directly which may attain priority over this Security Instrument, and leasthold payments or ground rents, if any. Borrower shall play A Charges, Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

coforcement of the lien; or (c) secures from the bolder of the firm an agreement satisfactory to Lender submitting the fixel to by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the firm in a manner acceptable to Lender. (b) contests in good faith the lien Borrower shall groundly disclarge any lien which has priority over this Security instrument unless Borrower. (8) sgrees in

enforcement or the them of the secures from the fourth is subject to a liter which they enter principly desired from the Security distribution of the Property is subject to a liter which they enter principly desired from the Security distribution of the Property is subject to a liter which they will be subject to the su

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 ceased 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 Lender, 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. Lender shall 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 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 to al taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then dva, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount 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. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, 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 Security instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at 1 s option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Weltor. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend tim; 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 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 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's 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 an addity, forbear or make any accommodations with regard to the terms of this Security 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 loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by 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

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mortgage insmance coverage required by Lender lapses or ceases to be in effect. Boirower shall pay the premiums required to instrument, Bortower shall pay the premiums required to maintain the contages discusmoe in effect. If, for any researt, the

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date of disturgement at the Note tate and shall be payable, with interest, upon notice from Lender to Borrower requesting Security instrument. Unices domower and Lender agree to other terms of payment, these amounts shall best innerest from the Any amounts disturted by Lander under this paregraph 7 shall become additional debt of Borrower secured by this

7, Lender does not have to do so.

reasonable arromeys' less and entering on the Property to make repairs. Although Lander may take action under this paragraph include paying any sums secured by a tien which less priority over this Security instrument, appearing in court, paying pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may proceeding in bankrupicy, probaic, for condemnation or forferione or we enforce laws or regulations, then Lender may do and e asland institution on there is a figural fracting than the significantly affect licenturial inglice a character (such as a property (such as

ti baniantos encentras pris extravos in tre property. If the correction in the contraction of the contraction of

lexacted and the fee title shall not merge unless Lender agrees to the merger in writing. leasebold. Borrower shall comply with all the provisions of the tesse. If Borrower adjuly a fee title to the Property, the so, representations dimens eight. And his brighting as a principal of the Browning British and Standard distribution of the Browning as a principal containing the Browning Browning Browning and the Browning Browning Browning Company of the Browning Browni to provide Lender with any material information) in compositon with the toan evidence by the Note, the bulling, but are limited Borrower, during the foan application process, gave materially false or insecuent in committies to Lender (or Spiled impairment of the lien created by this Security instrument or Lender's security interest. Borrower stall also definite definition that, in Lender's good faith decembration, procludes forteiting of the Part wer's interest in the Property or other matrial come such a default and retreates, as provided in passgraph 18, by exactly the action of proceeding to be distribused with a reling Property or otherwise materially impair the lieu created by this Securin Instrument or Lender's securing innerest. Borrower may serion or proceeding, whether civil or criminal, is begun that in London's good faith judgment could teach to forfeithte of the Property, allow the Property to deteriorate, or commit were on the Property. Borrower chall de in deliand it say fortexare extenosing circonspaces exist which are beyond Borrower's control. Borrower shall not desiray, damage of impair the the date of occupancy, unitest lender otherwise agrees in whith consent shall not be unreasonably withheld, or quitess with the common and chair comming to occupy in Property as Unrawer's principal residence for at least othe year after Borrower shall coccupy, cerablish, and cee the Projecty ze Borrower's principal residence within sixty days after the excention of

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Learning. immediately prior to the acquisition. demage to the Property prior to the acquisition shall pass to Lender to the extent of the sums Security Historian Institution under paragraph 21 the Property is a to red by Lender, Borrower's right to any insurance politics and proceeds resulting from postpone the dute of the mount of may payments referred to in paragraphs I and a brighter the amount of the payments. If

to least and Bothwest and Bothwise specific in within any application of proceeds to principal Libil not extend on secured by this Security instructor, whether or nor then due. The 30-day period will begin when the tradice is given.

Lender may collect the insurance proceeds. Lender may was the proceeds to regain or restore the Property or to pay state Property, or does not correct within 30 days a notice from Lender that the insurance carrier has offered to sends a claim, then seemed by this Searchy Instrument, whether or not then due, with any excess paid to Bottower. If Bottower abandous the emparation professional feasibility feasibility and a second of the feasibility of the standard of the standar to patient of the restoration or repair is economically feasible and Lender's security is and leasured. If the restoration or

Ender and Borrowse otherwise series in writing, insurance proceeds shall be applied to restoration with tapial Lender may make proof of loss if not made promptly by Bortower. esid premiums and renewal motives. In the event of loss, Borrower shall give prompt minine to the insurance centrics and Lenders.

To engine the right to bold the policies and renewals. It Lender requires, Borrower shall promptly give to Lender all receipts of tiches, sensivery and reasonal field for exact for Leader that field for a sension and reasonable to Leader for

.V depressing this coverage to protect Leader's right in the Property in accordance with paragraph 7. which shall not be unresonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's indict requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's appropria

edoctes of find the entire tender requires insurance of the source of the straight of the stra Property insured against loss by fire, bassads included within the term "extended coverage" and any other bassads, including and no basines to property themenee. Borrower shall keep the improvements now existing or introduct contains and an interest or interest contains and an interest of the contains and a second or the contains a second or the contains and a second or the contains a second or the contains

exiton to gaiving and to eyab OI minim production are aminas of the actions this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower chall saidly the lien or take one or

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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 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 Porrower 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 reastatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of sindgment 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 of 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 in this 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 at 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 Porrower. 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 any medice 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, lar spin or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substante 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

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Form 3014 9/90

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	23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
úr	A. Montage. Opon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument change to Borrower. Borrower shall pay any recordation costs.
	second by this Secondy Instrument without lorder demand and may together this Secondy Instrument by Judic proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragra- 21, including, but and limited to, reasonable attorneys' (see and costs of title evidence.
œ	or before the date specified in the conies, Lendar, at his continue may considerate. If the default is not cored
EII.	further sound distributions to resident of the major encountries and the property. The positive shall further
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File 61) 93 191 (Legal Addendim D

LECAL: LOT 20 IN BLOCK 5 IN RICKER'S ADDITION TO LYONS, A

SUBDIVISION OF THAT PART LYING NORTH OF OGDEN AVENUE OF THE

WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.

EXCEPT THEREOF THE NORTH 628.4 FEET OF THE EAST 638.9 FEET THEREOF, ALSO EXCEPT THE WEST 275.4 FEET OF THE NORTH 686.4

FEET OF THE EAST 914.8 FEET THEREOF, IN COOK COUNTY,

ILLINOIS.

ADDRESS: 4033 CONRAD

LYONS, IL 60534

Property of Country Clark's Office PIN: 18-02-106-005-0000

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