

98087102

Prepared by: remera Morta

0007738453

State of Illinois

**MORTGAGE** 

FHA Case No.

131:901971-5

THIS MORTGAGE ("Security Instrument") is given on January 22. 1998

The Montgagor is ISAURO OCHOA & EVERTINA OCHOA, HUSBAND & WIFE

("Borrower"). This Security Instrument is given to PRIMERA MORTGAGE COMPANY OF IL

County Clarks which is organized and existing under the taws of THE STATE OP : whose address is 1441 S HARLEM AVE. BERRYE. IL 60402 THE STATE OF ILLINOIS

, and

("Lender"). Borrower owes Lender the prayipal sum of ONE HUNDRED THIRTY SIX THOUSAND THREE HUNDRED FIFTY & 00/100

Dollars (U.S. \$

136, 350.00

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 PEBBUARY

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

FHA Illinois Mortgage - 496

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4R(IL) (2015)

VMP MORTGAGE FORMS - (600)521-7291

Page 1 of 8



## 93057402

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of Boromer's coverants and agreements under this Security Instrument and the Note. For this purpose, Borower does bereby mortgage, grant and convey to the Lender the following described property located in Cook

Commy, Illinois:
LOT 33 IN SLOCK 4 IN SECRET'S ADDITION TO CHICAGO. SELECT A SUBDIVISION OF THE
SOUTH 45 ACRES OF THE EAST 1/2 OF THE HORTHEAST 1/4 OF SECTION 32, TOKESHIP 39
EDETH. DANGE 14. SAST OF THE THIRD PAINCIPAL MEDIDIAN, IN COOK COUNTY.
ILLINOIS.

Parcel ID 4: Cruz 29: 37-32-223-009 City:
which has the address of 3023 SOUTH LITUALICA AVENUE. CHICAGO
Illimois (Property Address');

(Street City).

TOGETHER WITH all the improvements most or beneather exected on the property, and all easements, appartenances and fixtures now or beneficer a part of the property. All replacements and additions shall also be covered by this Security Instrument as the "Property."

BORROWER COVENANTS that Borrow set is brushily seized of the estate bereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencombered, except for encombrances of record. Burnouer warrants and will defend generally the time to the Property against all chains and demands, subject to any encombrances of record.

THIS SECURITY INSTRUMENT combines uniform o are pasts for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security i strument covering real property.

Borrower and Lender coverage and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay racen due the principal of, and interest on the debt evidenced by the Note and the charges due under the Note.

2. Miniship Payment of Tares, incurance and Other Charges. Burrower shall include in each monthly payment, together with the principal and impress as set fouth in the Note and any late charges, a such for (a) three and special assessments levied or to be levied against the Property. (b) basehold payments or ground teats on the Property, and (c) premiums for insurance required upder paragraph 4. In any year in which the Lender must pay a contagge insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in various such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also or after either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly of age instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrive lients in an aggregate amount not to exceed the maximum amount that may be exquired for Bormwer's excress account under the fiest Estate Sentement Procedures Act of 1974, 12 U.S.C. Section 2501 at seal and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the custion or reserve permitted by RESPA for quanticipated disbursaments or disbursaments before the Bormwer's payments are available in the account may not be based on amounts due for the transpage instruce premium.





If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Punds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First to on mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any laxes, special assessments, leasehold payments or ground rents, and fire, flood and other bazard insurance premiums, is required;

Third, to interest the worter the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due voier the Note.

4. Fire, Flood and Other Hz as d Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements via the Property, whether now in existence or subsequently exected, against loss by floods to the extent required by the Secret my All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be he'ar by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

in the event of loss. Borrower shall give Lender immediate motice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concentral is bereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender granty. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the videbtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in participal, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in part of 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outside indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pars to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrowes's 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 (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue bardship for Borrower, or unless externating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any externating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.



Burrower shall also be in default if Burrower, during the bean application process, gave materially false or inaccurate information or statements to Lendir (or failed to provide Lender with any material information) in connection with the has 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 the provisions of the lease. If Bormwer acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. 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 place of condemnation, are bereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Leader shall apply such proceeds to the reduction of the indebtedness under the Note and this Scentily Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of consinal. Any application of the proceeds to the principal shall not extend or postpore the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount requir it to pay all outstanding indebtedness under the Note and this Security Instrument shall be raid to the entity legally entity at leastly.

7. Charges to Browner and Protesting of London's Rights to the Property. Burrower shall pay all governmental or municipal clarges, fines and impositions that are not included in paragraph 2. Burrower shall pay these oblivations on time directly to the cuity which is used the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lendar's request Borrower shall promptly famish to Lender receipts evidencing these

DAY DELTA

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other coverants and agreements contained in this Sourity Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptry, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is excessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, bazard insurance, and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall have oftens the date of disbursement, at the Note rate.

and at the cotion of Lender, shall be immediately due and payable

Bostomer shall promptly discharge any tien which has priority of or this Security Instrument unless Bostower: (a) agrees in writing to the payment of the obligation secured by the fien it a manner acceptable to Lender; (b) contests in good faith the hen by, or defents against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lient or (c) scorres from the bulker of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines the cry part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Bour, yer a notice identifying the lien. Borrower shall earisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Pees, Lender may collect free and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

- (a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if.
  - (i) Branches defaults by failing to pay in full any monthly payment required by this Source Insurance prior to or on the one date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in

this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Gam-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:





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- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Walver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Lactgage Not Insured. Borrower agrees that if this Security Instrument and the Note are and determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, equire immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this 50 unity Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the pregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower day a right to be reinstated if Lender has required immediate payment in full because of Borrower's faiture to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a hump sum all amounts required to bring Borrower's account content including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lorder had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately proceeding the commencement of a current foreclosure proceeding. (ii) reinstatement will preclude foreclosure on different proceeding, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released: Forbearance By Lender Not a Valver Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower's successor in interest and the 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 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 covenant and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several Any Lorphager 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.



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13. Notices. Any notice to Banamer quantified for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable hav 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 berein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be designed to have been given to Borrower or Lender when given as provided in this paragraph.

14. 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.

15. Bonor & 's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Placenting: Substances. Business shall not cause or permit the presence, use, disposal, storage, or release of any Hazandaus Substances on or in the Property. Business shall not do, not allow anyone else to do, anything affecting the Property that is in your tion of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Foxety of small quantities of Hazandaus Substances that are generally recognized to be appropriate to normal residences, sees and to maintenance of the Property.

Borrower shall promptly of a Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory ag any or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower Las actual browkedge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remodiation of any Hazardous Substances affecting the Property is necessary. Borrower shall promptly take all necessary remodial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardar, Substances" are those substances defined as toxic or bazardous substances by Environmental Law and the following "Estances: gasoline, betoeene, other flammable or toxic perfoleum products, toxic pesticides and berbicides, volatile soft-one, materials containing asbestus or formaldebyte, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the furisdiction where the Property is beated that relate to health, why or environmental protection.

NON-INIFORM COVENANTS. Business and Lender further cover or and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and rensiers to Lender all the tents and revenues of the Property. Borrower authorizes therefor or Lender's agents to collect the tent and revenues and benefy directs each tenant of the Property to pay the tents to Lender or Lender's agents. However, your to Lender's notice to Borrower of Borrower's breach of any coverant or agreement in the Security Instrument, But over shall collect and receive all tents and revenues of the Property as trustee for the brought of Lender and Borrower. This resignment of tents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Bortower: (a) all rents received by Borrower well in beld by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security historicans. (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property well gay all rents due

and ungaid to Lender or Lender's agent on Lender's written demand to the tenans.

Purrower has not executed any prior assignment of the rents and has not and will not perform any on that would

prevent Leader from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Burrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right on remedy of Lender. This assignment of cents of the Property shall terminate when the debt secured by the Security instrument is paid in full.





18. Foreclosure Procedure. If Lender requires immediate payment to full under paragraph 9, Lender 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 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest to this Security Instrument is beld by the Secretary and the Secretary requires immediate payment in full under Paragraph 5, the Secretary may invoke the nonindicial power of sale provided in the Single Family Mortgage Forechsure Act of 1994 ("Act") (12 U.S.C. 375) et seq.) by requesting a forechsure commissioner designated under the Act to commence forechsure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

- 19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 20. Waiver of Warstead. Borrower waives all right of homestead exemption in the Property.

with this Security Instrument, the coverage supplement the coverants and agreements instrument. [Check applicable box(es)].	ents of each such rider shall be in	ted by Bossower and recorded together corporated into and shall amend and e rider(s) were a part of this Security
Condominium Rider	Growing Equity Rider	Other (specify)
Planned Unit Development Rider	Graduated Payment Rider	
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(Sea)	[33]
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ISAURO OCHOA & EVERTINA OCHOA. HUSI	
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and and Adinaged the mid in the different special sections in	ecanally known to me to be the same person(s) whose name(s) a this day in person, and acknowledged the same of the control of
and delivered the said instrument as	eramally known to me to be the sau e person(s) whose name(s) whise name(s) whise day in person, and acknowledged the free and volumery act, for the uses person purposes therein
ed and delivered the said instrument as both.  Given under my band and official seal, this	ersurally known to me to be the sau e person(s) whose name(s) e this day in person, and acknowledged (see free and voluntary act, for the uses o's' purposes therein
and and delivered the said instrument as	ecounally known to me to be the sau e person(s) whose name e this day in person, and acknowledged (1.2) free and volumenty act, for the uses (1.2) purposes ther
and delivered the said instrument as his instrument as his instrument as his instrument and official seal, this	ersurally known to me to be the sau e person(s) whose name(s) whise name(s) e this day in person, and acknowledged the free and voluntary act, for the mass party purposes therein

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PAIMERA MORTGAGE COMPANY OF IL

This form was prepared by:

, address:

8001 NORTH STEMMONS PRESENT, DALLAS, TX 75247

, tel. no.:

#### ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 1441 S HARLEM AVE, BERWYN, IL 60302

does hereby grant, sell, assign, transfer and convey, time the

PT MORTGAGE COMPANIES D/B/A CARL I. P.F. MORTGAGE

a corporation organized and existing under the laws of THE STATE OF KANSAS

whose address is 2345 GRAND AVE STE 2200. KANSIS CITY, MO 64108

a certain Mortgage dated JANUARY 22, 1998

ISAURO OCHOA & EVERTINA OCHOA. HUSBAND & WIFE

(herein "Assignee").

, made and executed by

to and in favor of PRIMERA MORTGAGE COMPANY OF IL

County, State of Illian 23

property situated in Cook SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION unon the following described

Parcel ID #: 17-32-223-009

Property Address: 3421 SOUTH LITUANICA AVENUE, CHICAGO, ILLINOIS 60608 such Mortgage having been given to secure payment of ONE HUNDRED THIRTY SIX THOUSAND THREE

HUNDRED FIFTY & 00/100

136,350.00)

(Inchede the Original Principal Amount)

98087102 , at page

(or as No.

which Mortgage is of record in Book, Volume, or Liber No.

1,

Records of Cook

County.

) of the State of Illinois, together with the note(s) and obligations therein described and the money due and to become due thereon with

interest, and all rights accrued or to accrue under such Mortgage.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

Illinois Assistment of Mortgage

12/95

\_945(IL) (960)

Amended 8/96

VMP140RTGAGE FORMS - (#30/321-7291



Page 1 of 2

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on

	PRINCIPA MORTGAGE COMPANY OF IL
Wines	Rob Hardman Thesident by Britann, Clases by L
Winesa.	attorney in thet.
Winess	<del> </del>
Sat	ROB HARDMAN, PRESIDENT
COUNTY/CITY/PARIST A DUPAGE	
ANTHONY MARINO, CLOSER	ANUARY . 1998 . A.D. before so appeared to se personally known who being by so duly the ATTORNEY IN FACT FOR ROB HARDMAN, PRESIDENT
at the constitute and constitute and continued and	it and to the foregoing instrument is the
corporate seal of said corporat	tion that said instrument was stoned and
ang sepangaga sata tastansans secret in constr. or sata confer	ation to be tree act and deed of said
IN THEST WHENEVER, I have be	
seal the day and year last writ	ten above. My
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Commission States (CONC)	Pape 2 dd 2
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#### EXHIBIT "A"

LOT 33 12 BLOCK 4 IN BROWN'S ADDITION TO CHICAGO, BRING A SUBDIVISION OF THE SOUTH 45 ACRES OF THE BAST 1/2 OF THE KORTHEAST 1/4 OF SECTION 32. TOWNSHIP 35 HORTH. BANGE 14. BAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY. ILLINOIS.



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Property of County Clerk's Office