

# UNOFFICIAL COPY

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1998-05-05 11:34:15

## RECORDATION REQUESTED BY:

Heritage Bank  
11900 South Pulaski Road  
Alsip, IL 60803

## WHEN RECORDED MAIL TO:

Heritage Bank  
11900 South Pulaski Road  
Alsip, IL 60803

## SEND TAX NOTICES TO:

DEAN T. REIDY and JUDITH B.  
REIDY  
10328 S. KILDARE  
OAK LAWN, IL 60453

COOK COUNTY  
RECORDER  
JESSE WHITE  
BRIDGEVIEW OFFICE

[Space Above This Line For Recording Data]

This Mortgage prepared by: HERITAGE BANK by TERRI WINTERS  
11900 South Pulaski Road  
Alsip, Illinois 60803

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 27, 1998. The mortgagor is DEAN T. REIDY and JUDITH B. REIDY, HUSBAND and WIFE ("Borrower"). This Security Instrument is given to Heritage Bank, which is organized and existing under the laws of the State of Illinois and whose address is 11900 South Pulaski Road, Alsip, IL 60803 ("Lender"). Borrower owes Lender the principal sum of One Hundred Ninety Seven Thousand & 00/100 Dollars (U.S. \$197,000.00). 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 May 1, 2008. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

SEE ATTACHED

TICOR TITLE

420888

Ticor Title

which has the address of 10328 S. KILDARE, OAK LAWN, Illinois 60453 ("Property Address") and the Real Property Tax Identification Number of 24-15-201-023 & 24-15-201-024;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,

ILLINOIS-Single Family  
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90  
(page 1 of 6 pages)

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Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower promptly furnishes to Lender receipts evidencing the payments.

Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, all notices of amounts to be paid under this paragraph to the person owed payment. Borrower shall promptly furnish to Lender to pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, any. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, the Property which may affect this Security instrument, and leasehold payments of ground rents, if due under the Note.

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to amounts payable under Paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges under Paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to credit against the sums secured by this Security instrument.

3. Application of sums secured by this Security instrument: Unless funds held by Lender at the time of acquisition or sale of the Property, shall apply any Funds held by Lender to sell the Property, Lender, prior to the acquisition of the Property, shall hold by Lender, if, under Paragraph 2, Lender shall acquire or sell the Property as a discretion.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower the excess Funds in accordance with the requirements of applicable law. Lender shall account deficiency, Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion, to pay the Funds held by Lender at any time is not sufficient to pay the Escrow items necessary to make up the Funds held by Lender, Borrower shall pay to Lender the amount may so notify to Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to pay the Escrow items due, Lender shall provide for the excess Funds in accordance with the requirements of applicable law.

Funds held by Lender at any time is not sufficient to pay the Escrow items necessary to pay the Escrow items due, Lender shall provide for the excess Funds in accordance with the requirements of applicable law.

Borrower for the excess Funds in accordance with the requirements of applicable law, Lender shall account for the Funds held by Lender, Lender shall provide for the excess Funds in accordance with the requirements of applicable law.

which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for Lender may agree in writing, however, that service shall be paid on the Funds, Lender shall give to Borrower, to be paid, Lender not be required to pay Borrower any interest or earnings on the Funds, Borrower and a one-time charge for an independent real estate tax reporting service used by Lender, in connection with a loan, unless applicable law provides otherwise. Unless an agreement is made by Lender, to require Borrower to pay a one-time charge for an independent real estate tax reporting service such a charge.

Funds and applying the Escrow items, unless Lender has a right to apply Borrower interest on the Funds, generally analyzing the Escrow items, unless Lender may not charge Escrow items, unless Lender applies to pay the Funds to pay the Escrow items, Lender in any Federal Home Loan Bank, Lender shall apply entirely (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply with a federal agency, instrument, or

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrument, or basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

1. Payment of Premiums: Borrower to pay the lesser of the amount not exceeded the amount of Funds due on the basis of another law that exceeds the lesser amount, Lender may estimate the amount of Funds due on the hold notes in an amount not to exceed the amount of Funds due on the basis of current data and reasonable estimates of current data and reasonable estimates of future Escrow items or otherwise in accordance with applicable law.

2. Funds for Taxes and Insurance: Subject to applicable law or to a written waiver by Lender, a sum shall pay to Lender on the day monthly payments are due under the Note, until a sum shall pay to Lender

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## FNM/FHLMC MORTGAGE

Page 2 of 6

04-27-1998

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(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 or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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TICK TITLE

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8. Mortgage Insurance: If Lender requires mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium required by Lender to maintain the mortgage insurance in effect. Borrower shall pay the premium being paid by Borrower when the insurance coverage is terminated at a cost to Lender each month a sum equal to one-twelfth of the yearly mortgage premium paid by Borrower. If substantial monthly equivalent mortgage insurance premiums previously paid by the mortgagor are discontinued, at a cost substantially equivalent to the mortgage insurance premiums previously paid by the mortgagor to Lender, Borrower shall obtain coverage substantially equivalent to the mortgage insurance premiums previously paid by the mortgagor to Lender. For any reason, the mortgage insurance required by Lender lapses or ceases to be in effect, Borrower will accept, unless otherwise provided by law, any other insurance policy which Lender may then require to replace the insurance coverage previously paid by the mortgagor to Lender. In the event of a change in insurance premiums, Borrower shall be liable for the difference between the new premium and the amount previously paid by the mortgagor to Lender.

9. Inspection: Borrower shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. Lender or its agent may make reasonable entries upon and inspectors of the property under or upon the property, the premises, fixtures, equipment, fixtures, equipment, machinery, materials, property, or equipment used in the conduct of any business on the property, and any other parts of the property as may be necessary to determine whether any part of the property has been damaged, subdivided, or altered. Lender or its agent may enter upon the property at any time during normal business hours without notice, except that Lender may not enter upon the property during the hours of 10 p.m. to 6 a.m. except in case of emergency, or when necessary to inspect damage or to inspect for possible hazards to health, safety or welfare of persons.

10. Condemnation: The proceeds of any award of a claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or for condemnation in lieu of condemnation, are hereby assigned and shall be paid to Lender.

11. Security Interest: In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Security instrument or not then due, with any excess paid to the owner or owners in whom the title may then be held, or if no owner, to the original Borrower. In the event of a partial taking of the property, the proceeds shall be applied to the sums secured by this Security instrument in proportion to the amount taken. The remaining proceeds shall be applied to the sums secured by this Security instrument until the amounts so secured have been recovered.

12. Successors and Assigns: Joint and several liability shall not be a waiver of or preclude the exercise of any right or remedy available to Lender under or by virtue of the Note.

13. Borrower Not Released: Extension of the same for payment or of such payments.

14. Notices: Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by reducing the principal owed under the Note or by making a direct payment to Borrower. Lender may choose to make this refund by the amount necessary to reduce the charge to the permitted limit: (a) any such loan already collected from Lender in connection with the loan which is subject to a law which sets maximum charges, and that law is finally interpreted so that the interest or other loan fees collectible or to a law which sets maximum charges, or to the terms of this Security instrument. (b) is not personally obligated to pay the sums secured by this Security instrument; and (c) instruments which exceed the permitted limit: (a) any such loan already collected or to a law which sets maximum charges, or to the terms of this Security instrument.

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## FNMA/FHLMC MORTGAGE

04-27-1998

Page 4 of 6

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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 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 Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and 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

TICOR TITLE 42088

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JUDITH B. HEIDY-Borrower  
(Seal)

DEAN T. HEIDY Borrower  
(Seal)

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

22. 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 recondition costs.
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
24. Rider(s) to this Security Instrument. If one or more other riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument. (Check applicable box(es))
- Adjustable Rate Rider     Condominium Rider     1-4 Family Rider  
 Graduated Payment Rider     Planned Unit Development Rider     Bi-weekly Payment Rider  
 Balloon Rider     Life Improvement Rider     Second Home Rider  
 Other(s) (Specify) \_\_\_\_\_

under Paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument, foreclosed 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 default to Borrower to accelerate and foreclose. 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 remedy provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the evidence.

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Page 6 of 6

04-27-1998

FNM/FHLMC MORTGAGE

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04-27-1998

FNMA/FHLMC MORTGAGE  
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Page 7 of 6

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)  
COUNTY OF Cook)  
                        ) ss

On this day before me, the undersigned Notary Public, personally appeared DEAN T. REIDY and JUDITH B. REIDY, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of April, 1998.

By Dean T. Reidy Residing at Chgs Il

Notary Public in and for the State of IL

My commission expires Cook 5/18/99

ACREE JILLIAN  
REC'D BY RECFILLINOI  
NEX 18

Fixed Rate. Installment.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.24a (c) 1998 CFI ProServices, Inc. All rights reserved.  
(IL-G203 E3.24 F3.24 5608.LN R5.OVL)

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Property of Cook County Clerk's Office

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PARCEL 1:

LOTS 37 AND 38 OF A RESUBDIVISION OF THE EAST 1/2 OF LOT 7 (EXCEPT THE NORTH 175 FEET THEREOF), IN LONGWOOD ACRES BEING A SUBDIVISION OF THE NORTHEAST 1/4, THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 1/2 OF THE VACATED ALLEY LYING WEST OF AND ADJOINING PARCEL 1, IN COOK COUNTY, ILLINOIS.

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