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Customer # _____

Torrens Mem Filing Date 10-27-98

Ctl. # 1085257 L.F. Date 10-6-69

Grantor Robert J. Capparelli

S.S.# _____

Grantor Lorraine Capparelli

S.S.# _____

Grantee _____

S.S.# _____

Grantee _____

S.S.# _____

PIN # 28-22-420-007 Tax # 22-742-69

Fed Lien Search 810775 Jan

Title Officer _____

Title Company _____

Trust Dept. _____

Survey Dept. _____

Approval _____

Refused _____

Type of _____

DOCUMENT NO.

1085257

DATE OF SEARCH:

810775

10-29-98

50 OCT 29 PM 1:46

SEARCHED INDEXED
SERIALIZED FILED

INTENDED GRANTEES OR ASSIGNEES:

RESULT OF SEARCH:

INDEXED No.
Cook County Clerk's Office
CAROL MOSELEY BRAUN
R.E. MARTINEZ

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IN WITNESS WHEREOF

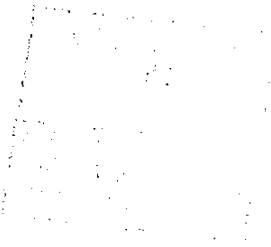
THE BOARD OF SUPERVISORS OF COOK COUNTY

DO HEREBY CERTIFY THAT

THE FOLLOWING IS A TRUE AND CORRECT COPY

Property of Cook County Clerk's Office

ATTEST



UNOFFICIAL COPY

0 3 9 2 2 3822476
DUPLICATE ORIGINAL

NOTE IDENTIFIED

[X] STANDARD BANK AND TRUST CO.
2400 West 95th Street
Evergreen Park IL 60642

[] STANDARD BANK AND TRUST CO.
of Hickory Hills
7800 West 95th Street
Hickory Hills IL 60457



STANDARD HOME EQUITY LINE OF CREDIT REVOLVING CREDIT MORTGAGE

THIS MORTGAGE is dated as of July 28th, 19 90, by and between Robert J. Capparelli and

Lorraine Capparelli (married to each other) or _____

~~not personally, but as Trustee under a Trust Agreement dated _____, 19 _____, and known as Trust~~

Number _____ ("Mortgagor") and ~~XXXXXX~~ STANDARD BANK AND TRUST CO. (_____) STANDARD BANK AND TRUST CO. of

Hickory Hills, whose business and mailing address is indicated above ("Mortgagee").

WITNESSETH:

Mortgagor has executed a Revolving Credit Note, the terms and provisions of which are incorporated herein by reference, dated the same date as this Mortgage, payable to the order of Mortgagee (the "Note"), in the principal amount of \$ 25,000.00 (the "Line of Credit"). Interest on the Note shall be due and payable monthly beginning August 5th, 19 90, and continuing on the same day of each month thereafter, and the entire unpaid balance of principal and interest shall be due and payable five (5) years after the date of this Mortgage. Interest on the Note shall be calculated on the daily unpaid principal balance of the Note.

The Interest Rate payable on the principal sum will vary based on the Variable Rate Index. The Interest Rate will be ~~XXXXXXX~~ one-half percent (0.5%), (_____) one percent (1.0%) in excess of the Variable Rate Index. The initial interest rate is 10.50%. The Interest Rate shall not exceed 17.9% Annual Percentage Rate. (Mortgagor has separately initialed this paragraph in recognition of its significance and the fact that it has been fully completed.)

Interest after Default (defined below), or maturity of the Note, whether by acceleration or otherwise, shall be calculated at a per annum interest rate equal to 4.0% per annum in excess of the Variable Rate Index. Mortgagor has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty.

To secure payment of the indebtedness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, the real estate situated, lying and being in the County of COOK, State of Illinois, legally described as set forth on Exhibit "A" attached hereto and incorporated by reference thereto which is

Lot Eighteen (18) in Field Crest Eighth Addition A Subdivision of Lots 11 and 12 (Except that part of said lots lying Southeasterly of a line drawn parallel with and 75 feet Northwesterly of measured at right angles thereto, the Southeasterly line of said Lots) in Arthur T. McIntosh and Company's Southtown Farms Unit No. 4, a Subdivision in the Southeast Quarter (¼), North of Indian Boundary Line, and in the Northeast Quarter (¼), South of Indian Boundary Line, of Section 22, Township 36 North, Range 13, East of the Third Principal Meridian, according to Plat of said Field Crest Eighth Addition registered in the Office of the Registrar of Titles of Cook County, Illinois, on July 18, 1969, as Document Number 2462313.

and a portion of the security for the Liabilities.

RE TITLE SERVICES # R770-11860

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The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advanced rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default shall occur or a cause of default shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this mortgage, Mortgagor may collect, receive and enjoy such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, the undersigned spouse of Mortgagor or other co-owner of, or other holder of a homestead interest in, the Premises, in consideration of the extension of the Revolving Line of Credit to Mortgagor, does expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagor covenants and agrees as follows:

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances security interests, liens, mechanics' liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.

2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.

3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee. Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagee; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf of and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.

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which is referred to herein as the "Premises", together with all improvements, buildings, tenants, hereditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of fixtures, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, windows, shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises, and whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the liabilities.

3922476

P.M.: 28-22-420-007

COMMONLY KNOWN AS: 16457 Laura Lane Oak Forest, Illinois 60452

Mortgagor has executed a Revolving Credit Note, the terms and provisions of which are incorporated herein by reference, dated the same date as this Mortgage payable to the order of Mortgage (the "Note"), in the principal amount of \$ 25,000.00. The "Line of Credit". Interest on the Note shall be due and payable monthly beginning August 5th, 19 90, and continuing on the same day of each month thereafter, and the entire unpaid balance of principal and interest shall be due and payable five (5) years after the date of this Mortgage. Interest on the Note shall be calculated on the daily unpaid principal balance of the Note. The interest rate payable on the principal sum will vary based on the Variable Rate Index. The interest rate will be [XXXXXXXX] one-half percent (0.5%) [] one percent (1.0%) in excess of the Variable Rate Index. The initial interest rate will not exceed 17.9% Annual Percentage Rate. (Mortgagor has separately initiated

WITNESSETH:

Hickory Hills, whose business and mailing address is indicated above ("Mortgagor").

Number [XXXXXXXXX] STANDARD BANK AND TRUST CO. ("Mortgagor") and [] STANDARD BANK AND TRUST CO. of

not personally, but as trustee under a Trust agreement dated 19 19, and known as Trust

Lorraine Capparelli (married to each other) or

THIS MORTGAGE is dated as of July 28th, 19 90, by and between Robert J. Capparelli and

STANDARD HOME EQUITY LINE OF CREDIT REVOLVING CREDIT MORTGAGE

STANDARD

Hickory Hills, IL 60457
7600 West 95th Street
of Hickory Hills



[X] STANDARD BANK AND TRUST CO.
2400 West 95th Street
Evergreen Park IL 60642

NOTE IDENT. #

REI TITLE SERVICES #

R716-1860

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4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagee; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf of and in the name of Mortgagee, to execute and deliver valid acquittances and to appeal from any such award.

3. Upon the request of Mortgagee, Mortgagee shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagee to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee. Mortgagee shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

2. Mortgagee shall pay, when due and before any penalty accrues, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Mortgagee shall, upon written request, turn to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagee may desire to contest prior to such tax, assessment or charge becoming delinquent.

1. Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, security interests, liens, mechanics' liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.

further, Mortgagee covenants and agrees as follows:

Further, the undersigned spouse of Mortgagee or other co-owner of, or other holder of a homestead interest in, the Premises, in consideration of the extension of the revolving line of credit to Mortgagee, does expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagee does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagee does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advanced rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagee only, and not as a limitation or condition hereof and not available to anyone other than Mortgagee, that until a default shall occur or a cause of default shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagee may collect, receive and enjoy such avails.

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

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9. Upon Default, at the sole option of Mortgagee, the Note and/or any other liabilities shall immediately become due and payable and Mortgagee shall pay all expenses of Mortgagee including attorneys' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" as used in this Mortgage has the same meaning as defined in the Note and includes the failure of the Mortgagee to completely cure any Cause for Default and to deliver to the Mortgagee written notice of the complete cure of the Cause of Default within seven (7) days after the Mortgagee mails written notice to the Mortgagee that a Cause of Default has occurred and is existing. Default under the Note shall be Default under this Mortgage. The term "Cause for Default" as used in this paragraph means any one or more of the events, conditions or acts defined as a "Cause of Default" in the Note, including but not limited to the failure of Mortgagee to pay the Note or liabilities in accordance with their terms of failure of Mortgagee to comply with or to perform in accordance with any representation, warranty, term, provision, condition, covenant or agreement contained in this Mortgage, the Note or any instrument, agreement or writing securing any liabilities.

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8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interest or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrances, security interest, tax, assessments, sale, forfeiture, tax lien or title or claim thereof.

7. Upon Default by Mortgagor hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' and paralegals' fees, and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action hereinafter may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of Mortgagor.

6. Mortgagee shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagee shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event no less than the principal amount of the Note. Mortgagee shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. In case of loss or damage, each insurance policy shall contain a lender's loss payable clause or endorsement in form and substance satisfactory to Mortgagee. Mortgagee shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagee shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagee.

5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

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- PROTECTED COPY
21. This mortgage has been made, executed and delivered to mortgagee in Cook County, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, any provision of this mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such
20. In the event the mortgagor is a joint trustee, then this mortgage is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof, and through enforcement of the provisions of the note and any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be entered against the undersigned, as trustee, because of or in respect of this mortgage or the making, issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser, guarantor, accommodation party or guarantor of this mortgage or the note secured hereby.
19. This mortgage and all provisions hereof, shall extend to and be binding upon mortgagor and all persons claiming by, under or through mortgagor. The word "mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this mortgage. Each mortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "mortgagee" includes the successors and assigns of mortgagee.
18. Mortgagee agrees to release the lien of this mortgage and, if required by law, pay all expenses, including recording fees and otherwise, to release the lien of this mortgage, if the mortgagor renders payment in full of all liabilities secured by this mortgage.
17. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for this purpose.
16. No action for the enforcement of the lien or any provision of this mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the note.
15. Such receiver shall have power to collect the rents, issue and profits of the premises during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issue and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this mortgage, or any tax, special assessment or other lien or encumbrances which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against mortgagor or any guarantor of the note in case of a foreclosure sale and deficiency.

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-6-

3922176

Property of Cook County Clerk's Office

Jack Baker: Personal Lending Rep.
Standard Bank and Trust Company
2400 West 95th Street
Evergreen Park, Illinois 60642

Mail to the preparer of this document:

3922176

Its:

BY:

Its:

BY:

As Trustee Under A Trust Agreement dated _____,
19____, and known as Trust No. _____,
AND NOT PERSONALLY

Spouse of Mortgagor or other Co-owner of or holder of a homestead
interest in the premises

Mortgagor

James Cappuccini
Robert Cappuccini

WITNESS the hand s _____ and seal s _____ of Mortgagor the day and year set forth above.

prohibitions or invalidly, without invalidating the remainder of such provisions or the remaining provisions of this mortgage.

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EMUJEPAN' IF 03501
INSO MAGE VADINE
HEAT EZIVIE MEXON OJON

Order #

My Commission Expires:

Notary Public

Given under my hand and notarial seal, this _____ day of _____, 19____

I, _____, a Notary Public in and for said county, in the state aforesaid, do hereby certify that _____ and _____ of _____ and _____, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, as such _____ and _____ appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said _____ did also then and there acknowledge that _____ as custodian of the corporate seal of said corporation affixed the said corporate seal of said corporation to said instruments as _____ own free and voluntary act, and as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

My commission expires: _____

Notary Public

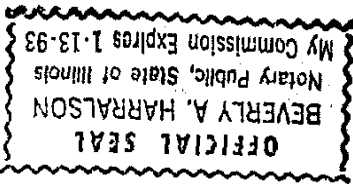
Beverly A. Harralson

Given under my hand and official seal, this _____ day of _____, 19____

I, BEVERLY HARRALSON, a Notary Public in and for said county and state, do hereby certify that ROBERT J. CAPPELLI AND LOREN ALLEN personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth.

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

* Married to each other



3922476

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1085957

3922476

PAUL ROSELY BRANN
REGISTRAR OF TITLES
OCT 29 PM 2 48

3922476

Submitted by _____

Address _____

Fromised _____

Deed or cert. ID _____

A. JESS _____

F. JESS _____

A. JESS _____

Noticed _____

RELMARTINIS

REAL ESTATE INDEX GROUP

1820 Ridge Avenue
Evanston, IL 60201

Order #

110-188-2

Property of Cook County Clerk's Office