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This instrument was prepared
by and, after recording,
return to:

Mary Vidal Hays
Aronberg Goldgehn Davis & Garmisa
One IBM Plaza - Suite 3000
Chicago, Illinois 60611



Doc#: 0530519056 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/01/2005 12:32 PM Pg: 1 of 12

Location:
1906 Ridgewood Lane West
Glenview (Cook County), Illinois 60025

Permanent Real Estate Tax
Index No:
04-25-106-007

Space above this line for Recorder's use only

MORTGAGE

THIS MORTGAGE ("Mortgage") made as of the 10th day of October, 2005, by JUDITH S. LEE, not individually, but as Trustee of the THOMAS J. LEE MARITAL TRUST DATED APRIL 22, 1982 ("Mortgagor"), and JUDITH S. LEE, individually ("Mortgagee").

WITNESSETH THAT:

WHEREAS, Mortgagor has executed and delivered to Mortgagee that certain Promissory Note in the principal sum of EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND 00/100THS DOLLARS (\$875,00.00) dated October 10, 2005, executed by Mortgagor, ("Note"), which Note, as may hereafter be modified, amended or extended, and together with any and all substitutions therefor and replacements thereof are sometimes referred to herein, collectively as the "Note", made payable to Mortgagee whereby Mortgagor promises to pay the said principal sum and interest thereon at the rate as provided in the Note on the Maturity Date (as defined in the Note), if not sooner paid, all of said principal and interest being payable at such place as the holder thereof ("Holder") may, from time to time, in writing appoint and in the absence of such appointment, then at the office of Mortgagee's attorneys, Aronberg Goldgehn Davis & Garmisa, One IBM Plaza, Suite 3000, Chicago, Illinois 60611.

NOW, THEREFORE, Mortgagor, in consideration of said debt and to secure the payment of both principal and interest, in accordance with the terms and provisions of the Note and in accordance with the terms, provisions and limitations of this Mortgage, and to secure the performance of the covenants and agreements herein and in the Note contained, to be performed by Mortgagor, does by these presents MORTGAGE, GRANT, BARGAIN, SELL and CONVEY unto Mortgagee, its successors and assigns, its estate in fee simple, forever, in Mortgagor's undivided one-half interest in the real estate situated in Glenview, Cook County, Illinois

Box 231

12/1/05

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("Premises"), as more fully described on the attached Exhibit A, which is incorporated herein by this reference and made a part hereof.

TOGETHER with all the improvements now or hereafter erected on the Premises, and all easements, rights, appurtenances and rents, all of which shall be and remain a part of the property covered by this Mortgage.

Mortgagor represents and covenants that Mortgagor is lawfully seized of the Premises, that the same are unencumbered, except for encumbrances of record, and that Mortgagor has good right, full power and lawful authority to convey and mortgage the same, and that Mortgagor will warrant and forever defend said Premises and the quiet and peaceful possession of the same against all claims and demands, subject to encumbrances of record.

TO HAVE AND TO HOLD the Premises unto the said Mortgagee, her successors and assigns, forever, for the purposes and uses herein set forth, together with the right to possession of the Premises.

THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of the indebtedness evidenced by the Note (together with any and all amendments or supplements thereto, replacements or extensions thereof and any Note which may be taken in whole or partial renewal, substitution or extension thereof, or, which may evidence any of the indebtedness secured hereby).

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc. 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, reasonable use and wear excepted; (b) keep the Premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof, except that Mortgagor shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim upon furnishing (i) to the title company which has issued the loan policy of title insurance to Mortgagee insuring the lien of this Mortgage such security or indemnity as it may require to issue an endorsement thereto insuring against loss or damage on account of any such lien; or (ii) to Mortgagee such other security with respect to such claims as may be reasonably acceptable to Mortgagee; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises on a parity with or superior to the lien hereof, and upon request, exhibit satisfactory evidence to Mortgagee of the discharge of such lien; and (d) comply with all applicable requirements of law, municipal ordinances or restrictions of record with respect to the Premises and the use thereof. As used in this Paragraph and elsewhere in this Mortgage, the term "indebtedness" shall mean and include the principal sum evidenced by the Note, together with all interest thereon and all other amounts payable to Mortgagee thereunder, and all other sums at any time secured by this Mortgage.

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2. Payment of Taxes and Assessments. During the lifetime of Judith S. Lee, Mortgagee shall pay all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges or liens of any nature against the Premises when due. Notwithstanding anything contained herein to the contrary, Mortgagor shall have the right to protest any taxes assessed against the Premises, so long as such protest is conducted in good faith by appropriate legal proceedings diligently prosecuted and Mortgagor shall furnish to the title insurer such security or indemnity as said insurer requires to induce it to issue an endorsement, in form and substance acceptable to Mortgagee, insuring over any exception created by such protest.

3. Insurance. During the lifetime of Judith S. Lee, the Mortgagee shall at all times keep all buildings, improvements, fixtures and articles of personal property, if any, now or hereafter situated on the Premises and owned by Mortgagor, insured against loss or damage by fire and such other hazards.

In the event of loss Mortgagor shall give immediate notice by mail to Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly. Provided, however, that if there is no Event of Default hereunder, then Mortgagee shall settle and adjust claims with the consent of Mortgagor (which consent shall not be unreasonably withheld) or allow Mortgagor to settle and adjust such claims. Any insurance proceeds so received by Mortgagee, or any part thereof, shall be applied by Mortgagee, after the payment of all of Mortgagee's reasonable expenses, including costs and reasonable attorneys' fees, to the payment of the indebtedness or at Mortgagee's election, to the restoration or repair of the property damaged. In the event of foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale. Mortgagor shall furnish Mortgagee, without cost to Mortgagee, at the request of Mortgagee, from time to time, evidence of the replacement value of the Premises.

4. Stamp Tax. If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the issuance of the Note or recording of this Mortgage, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to hold harmless and agrees to indemnify Mortgagee, its successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note or recording of this Mortgage.

5. Effect of Extensions of Time. If the payment of the debt secured hereby or any part thereof be extended or varied or if any part of the security granted to secure such indebtedness be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, or having an interest in Mortgagor or in the beneficiary of Mortgagor, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

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6. Mortgagee's Performance of Defaulted Acts and Expenses Incurred by Mortgagee. Upon the occurrence of an Event of Default, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of Mortgagor in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee to protect the Premises or the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at an annual rate ("Default Rate") equal to five percent (5%) plus the interest rate (as defined in the Note), as the case may be. In addition to the foregoing, any costs, expenses and fees, including reasonable attorneys' fees, incurred by Mortgagee reasonably necessary in connection with (a) sustaining the lien of this Mortgage or its priority, (b) protecting and enforcing any of Mortgagee's rights hereunder, (c) recovering any indebtedness secured hereby, (d) any litigation or proceedings affecting the Note, this Mortgage, the Premises or any guarantor or co-maker of the Note, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the Default Rate. Notwithstanding anything contained herein to the contrary, in no event shall the indebtedness secured by this Mortgage exceed Eight Hundred Seventy-Five Thousand Dollars.

7. Acceleration of Indebtedness in Event of Default. Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

(a) The occurrence of any default under the Note and the failure to cure within the applicable cure periods, if any, or if Mortgagor fails to pay any other amount due pursuant to this Mortgage within five (5) days of such due date; or

(b) Mortgagor fails to promptly perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor under this Mortgage within thirty (30) days' written notice; provided, however, that in the event that such failure cannot be cured within said thirty (30) days, and Mortgagor has otherwise diligently commenced to cure the same within said thirty (30) days and thereafter continues to diligently pursue cure, then no Event of Default shall exist to Mortgagee during this period, not to exceed in any event ninety (90) days after Mortgagee's original notice, unless the value of the collateral securing the Note, or the safety of the Premises, would be materially impaired, threatened or jeopardized, in which event such period shall be unavailable to Mortgagor; or

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(c) The commencement of any voluntary or involuntary petition in bankruptcy by or against Mortgagor or any co-maker of the Note, or the institution against Mortgagor or any co-maker of the Note of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future Federal, state or other statute or law, or the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of Mortgagor or any co-maker of the Note, which shall remain undismissed or undischarged for a period of ninety (90) days; or

(d) The conveyance, sale, transfer, lease of the Premises or an assignment, lien or encumbrance is made against the Premises.

If an Event of Default occurs, Mortgagee may, at its option, declare the whole of the indebtedness hereby secured to be immediately due and payable without notice to Mortgagor, with interest thereon from the date of such Event of Default at the Default Rate.

8. Foreclosure; Expense of Litigation. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to institute proceedings for the complete foreclosure of this Mortgage, in which case the Premises may be sold for cash or credit in one or more parcels. At any such sale by virtue of any judicial proceedings or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. In the event of a foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at such sale, or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies.

In any suit to foreclose this Mortgage, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees as may be incurred in the enforcement of Mortgagor's obligations hereunder, the protection of said Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any

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proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate and shall be secured by this Mortgage.

9. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 8 hereof; second, all other items which may under the terms hereof constitute secured indebtedness in addition to that evidenced by the Note, with interest thereon as herein provided and all principal and interest remaining unpaid on the Note; and third, any surplus to Mortgagor, its successors or assigns, as their rights may appear.

10. Appointment of Receiver. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or any holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

11. Mortgagee's Right of Possession in Case of Default. In any case in which under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, Mortgagor shall forthwith and upon demand of Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take, actual possession of the Premises or any part thereof personally, or by its agents or attorneys, as for condition broken. Mortgagee's rights and remedies under this Paragraph 11 shall be effective whether before or after the whole principal sum secured hereby is declared to be immediately due as provided hereunder, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder. In the event Mortgagee is entitled to take possession of the Premises, Mortgagee in its discretion may, with reasonable force or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers and accounts of Mortgagor or then owner of the Premises relating thereto, and may exclude Mortgagor, or its respective employees, agents or servants, wholly therefrom. In such case Mortgagee, under the powers herein granted, may hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or

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by its agents. Mortgagee shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions, in forcible detainer and actions in distress for rent, Mortgagee shall have full power:

- (a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same;
- (b) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof;
- (c) to extend or modify any then existing leases and to enter new leases, which extensions, modifications and leases may provide for terms to expire, or for options to Lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness secured hereby and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;
- (d) to make any repairs, decorating renewals, replacements, alterations, additions, betterments and improvements to the Premises as to it may seem judicious;
- (e) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and
- (f) to receive all of such avails, rents, issues and profits; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter without notice to Mortgagor.

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any lease. To the extent provided by law, Mortgagor shall and does hereby agree to protect, indemnify, defend and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases except for such claims and demands as result directly from the negligent or willful actions of Mortgagee. Should Mortgagee incur any such liability, loss or damage under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and attorneys' fees, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest at the Default Rate.

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12. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

13. Release Upon Payment and Discharge of Mortgagor's Obligations; Partial Release. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby, including payment of reasonable expenses incurred by Mortgagee in connection with the execution of such release.

14. Notices. Any notice or demand required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or mailed, postage prepaid, by United States registered or certified mail, return receipt requested, or via facsimile, or by overnight courier, addressed as follows:

(a) If to Mortgagor:

Judith S. Lee, Trustee
Thomas J. Lee Marital Trust Dated April 22, 1982
1906 Ridgewood Lane West
Glenview, Illinois 60025

(b) If to Mortgagee:

Judith S. Lee
1906 Ridgewood Lane West
Glenview, Illinois 60025

Any party may designate a different address or facsimile number for notice purposes by giving notice thereof in accordance with this paragraph; provided, however, that such notice shall not be deemed given until actually received by the addressee. Any notice or demand given by United States mail shall be deemed given on the second business day after the same is deposited in the United States mail as aforesaid, or if sent by overnight courier, on the next business day, or on the same day if sent by fax by 4:00 p.m. on a business day.

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15. Indemnity. To the full extent provided by law, Mortgagor hereby covenants and agrees that no liability shall be asserted or enforced against Mortgagee in the exercise of the rights and powers granted to Mortgagee in this Mortgage, except for liability arising from Mortgagee's gross negligence or willful misconduct, and Mortgagor hereby expressly waives and releases any such liability, except for liability arising from Mortgagee's gross negligence or willful misconduct. Mortgagor shall indemnify and save Mortgagee harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including attorneys' fees and Court costs) of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: the making of the Loan evidenced by the Note and secured by this Mortgage; any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; the offer for sale or sale of all or any portion of the Premises; and/or the ownership, leasing, use, operation or maintenance of the Premises. All costs provided for herein and paid for by Mortgagee shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest at the Default Rate.

16. Waiver of Homestead. Mortgagor hereby waives all right of homestead exemption in the Premises.

17. Mortgagor's Right to Reinstatement. Notwithstanding Mortgagee's acceleration of all sums secured by this Mortgage, Mortgagor shall have the right of reinstatement to the extent provided by law upon compliance with all statutory requirements.

18. Invalidity of Provisions; Governing Law. In the event one or more of the provisions contained in this Mortgage or the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall at the option of Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. This Mortgage and the Note it secures are to be construed and governed by the laws of the State of Illinois.

19. Compliance with Illinois Mortgage Foreclosure Law.

(a) In the event that any provision of this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law 735 ILCS 5/15-1101 et seq. (herein called the ("Act")), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision,

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Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be executed the day and year first above written.

THOMAS J. LEE MARITAL TRUST DATED
APRIL 22, 1982

By: Judith S. Lee
Judith S. Lee, Trustee

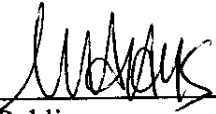
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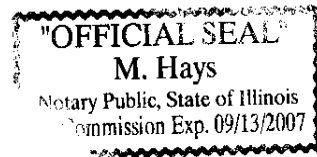
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that JUDITH S. LEE, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day, in person, and acknowledged that she signed and delivered the said instrument as her own free and voluntary acts, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 10th day of October, 2005.



Notary Public



#371550.v1

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EXHIBIT A

LEGAL DESCRIPTION

One-half undivided interest in the property at 1906 Ridgewood Lane West as more fully described below:

LOT 40 IN GLEN OAKS ACRES, BEING A SUBDIVISION IN THE WEST ½ OF THE WEST ½ OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#371550.v1