

Doc#: 1310616069 Fee: \$80.00 RHSP Fee: \$10.00 Affidavit Fee:

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 04/16/2013 03:38 PM Pg: 1 of 7



MAINSTREET ORGANIZATION OF REALTORS®

COMMERCIAL SALES CONTRACT

3	WHEN EXECUTED BY ALL PARTIES THIS WILL RECOME A LEGALLY BENDING AND ENGORCHARGE CONTRACT
4	If Dual Agency applies, complete Paragraph #28.
5	FROM: (Buyer) Piorun Properties, LLC
6	Name .
,	TO: (Seller) Owner of Record DATE: September 6, 2012
6	OFFER OF BUYER: I/We (Buyer) offer to purchase the Real Estate known as: 2306 W 12 PL CHICAGO, H. 60606
ó	
i	legally described of B thibit A, if any, lot size approximately 25' x 125'
2	permanent Index No.: 17-19-302-032-0000
3	HYCLLUSICANS: The N'LOVING shall be included: factories, arreinment, arreliances, accorde general framed) and arrenal
4	property, if any, located on the 728 Estate of the date haron, for which a hill of sale will be single account and and any
3	GOOTS, SHOOK, WHOOW DIRECT PROPER CONTROL CONT
7	mirrors, shelving, interior shutter, cabinets and awaines; planted vegetation; anothe detectors; as well as the following specific items: Purchaser Agrees to 10 10 10 the property in an "As is " Condition
8	THE PARTY OF THE P
9	EXCLUSIONS: The following shall be ext ado ; all tenant owned personal property, tenant owned trade fixtures, and:
:0	property, many owners can make, and
11	
2	Any personal property not specifically included shall be downed excluded. A system or item shall be deemed to be in operating
 4	condition if it performs the function for which it is intended, remedies of age, and does not constitute a threat to health or safety.
3	1. PURCHARE PRICE: Purchase Price of \$ 80,000.00 shall be paid as follows: Initial cornect money of \$
6	
7 8	The state of the residual of the fractions shall be held be at a few and the residual of the fractions shall be held be at a few at the few at
9	Company, as "Excrosse", in treat for the materi beaufit of the Purties. The Lab and of the Purchase Price, as adjusted by presentions, shall be paid at Closing by wire transfer of funds, or by cartified, cashier's, merigage lends: a at title company's check (provided that the title prespany's check in provided that the title prespany's
0	check is guernmoned by a licensed title insurance company).
1	1 Champa Burilla I da a
3	2. CLOSING: Provided title conforms with this contract or has been accepted by Euryar, closing or occrow payout shall be on September 30, 2012
	appropriate deed if title is in trust or in an estate) and payment of purchase price. Title and be conveyed at the time required by
5	this contract subject only to: general Real Estate taxes not due and payable at the time of Cloring; building lines, and building
0	requirements of record; meaning and building laws and ordinances; sublic and utility procupants over reactivities of mands
•	PRILLY WAS DEDUS AND REPORTED AT ANY STIRLING IMPORT OF LANGUAGES The spectages on tour deal Warms on described in the court of the state of the sta
ð	2 above; some or suffered by or through the Buyer. However, Supplied Agreements if and the immunerate and many
7	Companies sent to part by String at Choung. This sale shall be closed at affice of title recommend of Contract a string of the sale shall be closed.
i	office as agreed or in escrew with the title company issuing the title commitment by deed and money or arm fee to be divided between Seller and Buyer. Seller and/or Buyer will pay their respective brokens' commissions as proviers in their respective
2	sopressoration agreements or contracts and shall provide waiver of Brokers' liens at closing.
3	
4	3. EDIANCESCs. Tale contract is contingent upon the chility of Dayer to score michin
) ~	Acceptance, start written commitment for a loan evidenced by a note to be secured by a mortanes or trast does on the deat Fatele
	(delta cos) and to consider the second secon
_	not to exceed
9	can issue its consument and close the transaction. If Buyer makes I good faith effort but is markle to obtain a consumer to
v	the extrapolic total countrictions about they are also to entiry helper in within the time energial in this there execution in the countriction in the countricties in the countriction in the
ī	SELLER IS NOT SO NOTE: THE WEIGHT SECH TIME PERIOD. BUYER SHATT WAR ATT WIRENCES OR DEFENDE TO
۲ 3	HAVE SECURED SUCH-COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT
4	MORTGAGE THRANCING OR BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. IC Select is so
٢	Buyer Initial Cal Buyer Initial Soller Initial P. P. Saller Initial K.P.
	Address 2306 W 18 PL CHICAGO, IL 60066
l	
L	(Page 1 of 6) Form 6000 Rev. Nev. 2007 - MAINSTREST ORGANIZATION OF REALTORS

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55 financing or to secure a mortgage commitment on behalf of Buyer upon substantially that same terms for the mortgage loan 56 contemplated herein with such other material terms and conditions for comparable losss. If Seller is so notified, Buyer agrees to 57 familiah to Seller all requested credit and financial information and to sign customery papers relating to the application for accurang 58 of a mortgage commitment. If Seller is thereather unable or marrilling to secure such commitment or to accept purchase money 59 financing as herein provided, this contract shall be mall and void, and Buyer and Seller shall execute all necessary documents to 60 refund earnest money to Buyer.

- 62 4. PRORATIONS: Provetable items shall include, without limitation, Real Estate taxes based on 180% of most recent 63 ascertainable taxos; assignable insurance policies, if requested by Buyer; rents and/or security deposits, if any; Special Service 64 Area tax for the year of closing only; Condominium Association fees, if any; water taxes and other proratable items including 65 Bood hazard tow more shall be provided to date of possession. Purties, hereto agree to re-provide all unbilled Real Estate tax bills 66 through the date of closing.
- 67 68 5. POSSESSION Frameion shall be delivered at closing subject to existing leases and tenancies, unless otherwise agreed in 69 writing.
- 71 6. ATTORNEY MODEFICATION: The respective atterusys for the Parties may approve, disappeove, or make modifications to 72 this Contract, other than stated Pachase Price, within five (5) Business Days after the Date of Acceptance. Disapproval or 73 modification of this Contract shall set be based solely upon stated Purchase Price. Any notice of disapproval or proposed 74 modification(s) by any Party shall be in sing. If written notice is not served within the time specified, this previates shall be 75 deemed waived by the Parties and this Commet shell remain in full force and effect. If prior to the expiration of ten (10) 76 Business Days after Date of Acceptance, wellten agreement is not reached by the Parties with respect to receiption of 77 proposed modifications, then this Contract of an be sell and void, and all surmest meany shall be returned to Ruyer.
- 79 7. INSPECTSON/ENVENONMENTAL SITE AND AMENT: This contract is contingent upon approval by Buyer of the 80 condition of the Real Estate as evidenced by an isoperaton/environmental site assessment conducted at Buyer's expense and by 81 contractor(s) selected by Buyer, within assum business (sys that Soller's acceptance of this contract. Heyer shall indemnify 82 Sciler from and against any loss or demage to the Real Estate could by the acts or negligence of Suyer or the person performing 83 such impection. If written notice of Buyer's disapproval is not provided within the time specified, this provision shall be descended. 84 waived by the Buyer and this Contract shell remain in full force and first
- 86 2. DESCLOSURE: Within 5 business days after date of acceptance Selier shall provide to the Buyer all information relevant to 87 the condition, use and operation of the Real Estate available to Seller including but not limited to: schedule of operating expenses, 88 existing surveys and title policies. Soller shall prepare, and deliver to Buyer, all documentation for the Real Estate as may be 89 required by applicable disclosure laws in the jurisdiction the property is located. Some shall also cooperate with Buyer to secure 90 whatever environmental site assessment Buyer or Buyer's leader deems accessary or Governate.
- 92 9. SELLER REPRESENTATION: Seller represents that Seller has not required written 1 ptics from any Governmental body or 93 Homeowner Association regarding (a) acroing, building, fire or health code violations that have n x been corrected; (b) any pending 94 resoning; (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed pending assessment and/or 95 Special Service Asea affecting the Real Estate. Seller represents, however, that, in the case of a special represent and/or Special 96 Service Area, the following applies:
 - i. There [check one] is [] is not [] a proposed or pending unconfirmed special assessment afficitive the Real Estate not payable by Seller after date of Closing.
 - 2. The Real Estate School ones is D is not the located within a Special Service Area, payments for which will not be the obligation of Seller after date of Closing.

101 If any of the representations contained herein regarding non-Hemsewaer Association special assessment or Special Service 102 Area are not acceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of 103 the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of nace or within the term specified in Paragraph 7 (whichever is later), Duyer shall be decued to have waived sach 104 Acces 105 option and this Contract shall remain in full force and effect. Soller further represents that Soller has no knowledge of 106 boundary line disputes, essentents or claims of ensement not shown by the public records or any hazardous waste on the Real 107 Estate or any improvements for which the required permits were not obtained. Seller represents that there have been no 108 improvements to the Real Estate which are not either included in full in the determination of the most recent Real Estate tax 109 assessment or which are eligible for home improvement tex exemption. Notwithstanding anything to the contrary contained in this 110 contract, Seller represents that to the best of Seller's knowledge, all heating, central cooling, ventilating, electrical and plumbing

Buyer Initial A Boyer Initial Address 2366 W 18 PL CHICAGO, IL 60608	Sollar Initial P. P.	Seller Initial PL
(Page 2 of 6) Parm 6008 Rev. Nov. 2007 - MAINSTREET ORGA	UNIZATION OF REALFORS®	

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	fixtures and systems on the Real Estate and all equipment to be transferred to Buyer pursuant to this contract are in working order			
12	and will have a set has time of closing			
13	Saller measures that to the best of Seller's knowledge, there are not now, nor have there been, any underground storage tanks			
14	bested on the Property and no chemicals or toxic waste have been stored or disposed of on the Property, except for			
15	. and that the Property has not been close for			
16	any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property is not located			
17				
18	the state of the s			
119	10. LEASES: Seller will not enter into or extend any leases with respect to the Real Estate from and after the date Seller signs this			
20	contract without the express prior written consent of Buyer. All security deposits, damage deposits, or other deposits in the			
121	possession of Schot, including interest carned, if applicable, shall be assigned to Buyer at the time of closing; Seller shall deliver to			
122	Buyer, within 5 cosiness days after the Date of Acceptance, true and correct copies of all leases, and this contract is subject to			
123	Buyer's review and approval of same within 10 business days from Date of Acceptance. If written notice of Buyer's disapproval is not served within 10 business days after Date of Acceptance, this provision shall be deemed waived by the Buyer and this contract			
	not served within 10 Purious days after Date of Acceptance, this provision than so decine wanted by the Salar Date of Acceptance, this provision than so decine wanted by the Salar Date of Acceptance, this provision than so decine wanted by			
125	shall remain in full frace and effect.			
126	11. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time			
127	limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title			
	the state of the s			
129	the second of th			
130 131	the source of the second secon			
132	Saller will be conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If			
111	the title commitment discloses unpermitted exactions, or if the Plat of Survey shows any encroschments which are not acceptable			
134	to Buyer, then Selier shall have said exceptions of carpochments removed, or have the little insurer commit to insure against 1058			
124	or damage that may be caused by such exceptions to a roachments. If Seller fails to have unpermitted exceptions waived or title			
136	respect over rejor to Closing. Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior			
137	encumbrances of a definite or ascertainable amount. Seller (nall jurnish Buyer at Closing an Affidavit of Title covering the date of			
138	and the state of t			
139				
140	12. PERFORMANCE: Time is of the essence of this Contract. In an action with respect to this Contract, the Parties are free to			
141	pursue any legal remedies at law or in equity and the prevailing Party in Prigation shall be entitled to collect reasonable attorney			
142	fees and costs from the non-Prevailing Party as ordered by a court of competent jurisdiction. There shall be no disbursement of			
143	earnest money unless Escrowee has been provided written agreement from Seller and Buyer. Absent an agreement relative to the			
]44	and the services of the services of the services and form the services more for all costs			
145	and the second s			
146	and the second of the second o			
147	V /			
149				
150	13. NOTICE: All Notices, except as provided otherwise in Paragraph 31(C) (2), shall be in writing and shall be served by one			
151	Party or attorney to the other Party or attorney. Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice			
152	shall be given in the following manner:			
153	(a) By personal delivery of such Notice: or			
154	(b) By matting of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.			
155	Rycert as otherwise provided herein. Notice served by certified mail shall be effective on the date of muting; or			
150	(c) By sending facsimile transmission. Notice shall be effective as of date and time of tacsamile transmission, provided that			
157	the Notice transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted			
158	during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after			
159	transmission; or			
160	(d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the			
16	Notice transmitted shall be sent during Business Hours, and provided further that the recipient provides written			
163	acknowledgment to the sender of receipt of the transmission (by e-mail, facsimile, regular mail or commercial overnight			
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164	The second secon			
16:				
16				
	Buyer Initial All Buyer Initial Seller Initial P. P. Seller Initial R.C. Address 2306 W 18 PL CHICAGO, IL 60608			

(Page 3 of 6) Form 6008 Rev. Nov. 2007 - MAINSTREET ORGANIZATION OF REALTORS®

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- 167 14. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business 168 Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.
- 170 15. FACSIMILE: Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.
- 173 16. DAMAGE TO REAL ESTATE PRIOR TO CLOSING: If, prior to delivery of the deed, the Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of carnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.
- 180 17. PLAT OF SUL(VIX: Prior to closing, Seller shall furnish at Seller's expense an ALTA-ACSM survey dated not more than six 181 (6) months prior to Dute of Acceptance by a licensed land surveyor showing the location of the improvements thereon (including fences separating the Kral listate from adjoining properties) and showing all encroachments, if any. If the survey discloses improper location of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of Buyer against loss resulting from such improper locations or encroachment, Buyer may, at his option, declare this contract to be null and void. Providing all existing improvements (including fences) and encroachments, if any, appear on the survey thus furnished, Buyer shall bear the cost of ary later date survey which may be required by Buyer's lender or desired by Buyer.
- 188 18. BILL OF SALE: All of the items of personal property shall be transferred to Buyer by delivery at closing of Bill of Sale without warranty of merchantability or fitness for particular purpose.
- 191 19. AFFIDAVIT OF TITLE: Seller also shall furvist. Duyer an Affidavit of Title covering the time of closing, subject only to the 192 title exceptions permitted by this contract and shall sign sustomary ALTA forms.
- 20. CLEAN CONDITION: Seller shall remove all debris from the Real Estate and improvements by date of possession. Buyer shall have the right to inspect the Real Estate and improvements prior to closing to verify that the Real Estate, improvements and included personal property are in substantially the same conditions, of the date of Seller's acceptance of this contract, normal wear and tear excepted.
- 199 21. CODE VIOLATIONS: The Seller warrants that neither Seller nor Seller's agent has received notice of any dwelling zoning, 200 building, fire and health code violations which exists on the date of this contract 1 on any city, village, or other governmental 201 authority.
- 202 22. MUNICIPAL ORDINANCES: Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein for the municipality in which the Real Estate is located and shall privide to Buyer at closing evidence of compliance with such ordinances. Transfer taxes required by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.
- 23. SPECIAL FLOOD HAZARD AREA: Buyer shall have the option to declare this Contract null and visit if the Real Estate is located in a special flood hazard arm which requires Buyer to carry flood insurance. If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance within the term specified in Paragraph 2 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.
- 214 24. TAX LAW COMPLIANCE: Seller agrees to provide to the internal Revenue Service the Sale of Real Estate 1099 form as required by law. This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and all amendments thereto (the "Act"). Seller and Buyer shall execute or cause to be executed all documents and take or cause to be taken all actions necessary in order that Buyer shall have no liability, either actual or potential, under the Act. This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and all amendments thereto (the "Act"). Seller and Buyer shall execute or cause to be executed all documents and take or cause to be taken all actions necessary in order that Buyer shall have no liability, either actual or potential, under the Act.

	Buyer Initial Address 2308 W 18 PL	Buyer Initial	Seller Instial P. P.	Seller Initial RS
۱	(Page 4 of 6) Form 6008 Rev. Nov. 2007 - MAINSTREET ORGANIZATION OF REALTORS			

1310616069 Page: 5 of 7

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222 25. CAPTIONS: Captions are not intended to limit the terms contained after said caption and are not part of the contract.

224 26. TAX-DEFERRED EXCHANGE: Seller and Buyer agree to cooperate in any applicable tax- deferred Exchange, and shall 225 execute all documents with respect thereto at their own expense, pursuant to the applicable provisions of the Internal Revenue 226 Code, as amended from time to time.

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228 27. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS: (If applicable) The Parties agree that the terms contained in 229 this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

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(a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements including any easements established by or implied from the Declaration of Condominium/Covenants, Conditions and Restrations or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condomicium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaratio (o) Condominium/Covenants, Conditions and Restrictions.

(b) Seller shall on reponsible for all regular assessments due and levied prior to Closing and for all special assessments confirmed prior 1/2 to e Date of Acceptance.

(c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by the Illinois Condo avium Property Act, if applicable, and Setler shall diligently apply for same. This Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions within the time explained by the Declaration of Condominium/Covenants, Conditions and Restrictions. In the event the Condominium Associates requires personal appearance of Buyer and/or additional documentation, Buyer agrees to comply with same.

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(d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations (1 other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buye, asse of the premises or would result in increased financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Soller written notice within five (5) I quinces Days after the receipt of the documents and information required by Subparagraph (c) above, listing those deficencies which are unacceptable to Buyer. If written notice is not served within the time specified, Buyer shall be of emed to have waived this contingency, and this Contract shall remain in full force and effect.

(e) Seller shall not be obligated to provide a condominium survey.

(f) Seller shall provide a certificate of insurance showing Buyer (and Baver's mortgages, if any) as an insured.

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256	28. CONFIRMATION OF DUAL AGENCY: The Parties commented that they have previously consented
257	(Licensee) to acting as a Dual Agent in providing brokerage services on their
258	hehalf and specifically consent to Licensee acting as a Duai Agent in regard to the transactio, referred to in this contract.

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Seller Initial P. D. Seller Initial RS Buyer Initial Buyer Initial Address 2306 W 18 PL CHICAGO, IL 60608

(Page 5 of 6) Form 6008 Rev. Nov. 2007 - MAINSTREET ORGANIZATION OF REALTORS®

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259	The terms of Rider(s) NONe	attached hereto are made a part hereof.
260		September 6, 2012
261	September 6, 2812	
	Date of Offer	Y Dhyllink Progretyck
263		A S-MULLIN O INTO THE
264	Belle (Marie IV) Y. W. J.	V Baymand & Posword
265		Silier (standard)
266	Plorun Properties, LLC	Owner of Record
267 268	Print Buyer(s) Name(s) [Required]	Print Saller(s) Name(s) [Required]
269	817 West Fulton Market Street	600 Sherwood
	Address	Adiress
271		0 0000
272	Chicago, Illico's 60007	La Grange Park, 1L 60526
273	City State Zip	Ciry State Zip
274	(312)455-9642	(709) -480 9373
	Phone Number(s)	Phane Number(s)
276		
277		
278	SDC Properties, Inc. 2251	M A T I O N O N L Y Cosey & Wagner Real ESTATE
279	Selling Office ML)#	Listing Office MLS#
280 281	William A. Koumiski 224354	GUSTAVO CUEVAS
282	Buyer's Designated Agent Mi. 9	Listing Designated Agent MLS#
283	(312)218-3030	(708) 544-3550 (708) 544-3586
284	Phone Fax T	Phone Fax
285	fultonmerketions@ubcglobal.net	CUSTANOCUEVAS 2000 AGAINCO.CCM
286	Bossil	The same of the sa
287	Rebert M. Kowalski	JAMES L. POGWIZD - JPOGWIZD@ATT.NET
288	Buyer's Attorney Email	Sell of Attorney Email
289	(312)455-0642	713-254-7556 773-254-7875
290	none cash transaction	
291	Mortgage Company Phone	Long Officer Fax
292 293	partings company (nom	NE OILL
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299	Approved by the following argu-	nization - Dul'age County Bor Associati vs.
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302 303		
303		CA CA

Beyor Initial Beyor Initial Address 2306 W 18 PL CHICAGO, B. 60608	Seller Initial P, P.	Seller Initial_KP		
(Dans A of A) From A650 Box. May, 2007 - MADISTREPT ORGANIZATION OF SEAL HOUSE				

1310616069 Page: 7 of 7

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LEGAL DESCRIPTION:

The east ½ of Lot 37 in Block 3, in Johnson's Subdivision of the Northwest ¼ of the Southwest ¼ of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois.

Commonly known as: 2306 West 18th Place, Chicago, Illinois 60608

Solution of County Clark's Office Pin# 17-19-302-032-0000