

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is entered into as of this 14<sup>th</sup> day of January, 2015 by and between **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**, a New Jersey corporation, whose address is 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201, Attention: Asset Management, Loan No. 706109705 ("Lender"), **HGV PROPERTIES LLC**, a Delaware limited liability company, whose address is 4104 North Harlem Avenue, Norridge, Illinois 60706 ("Landlord"), and **PETSMART, INC.**, a Delaware corporation, whose address is 19601 North 27th Avenue, Phoenix, Arizona 85027, Attention: Vice President and Deputy General Counsel ("Tenant").

**WITNESSETH:**

WHEREAS, Landlord and Tenant have entered into that certain Lease dated May 27, 2014 (the "Lease"), pertaining to certain premises (the "Premises") commonly known as "Halsted Flats" and located at 3740 North Halsted Street ("Shopping Center") in Chicago, Illinois;

WHEREAS, Lender has made or agreed to make a loan secured by, among other things, a lien (the "Mortgage") upon the real property described in Exhibit A attached hereto (which includes the Premises);

WHEREAS, Tenant wishes to be assured of the continued use and occupancy of the Premises and related Common Area (as such terms are defined in the Lease) and pylon or other signage of the Shopping Center under the terms of the Lease, notwithstanding any breach or default by Landlord or the exercise of any remedies under the Mortgage; and

WHEREAS, Lender wishes for Tenant to recognize and attorn to Lender in the event that Lender succeeds to the rights of Landlord under the Lease as a result of foreclosure or otherwise.

NOW, THEREFORE, in consideration of the foregoing, and for valuable consideration, the receipt and sufficiency of which upon full execution hereof are hereby acknowledged, and the mutual undertakings hereinafter set forth, the parties hereby covenant and agree as follows:

1. **SUBORDINATION.** As set forth in this Agreement, the Lease is and shall be subject and subordinate to the lien of the Mortgage and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage, to the full extent of amounts secured thereby and interest thereon. The foregoing notwithstanding, in no event shall any of Tenant's trade fixtures, inventory, equipment, furniture and furnishings, accounts, books or records or other assets be or become subject or subordinate to the lien in favor of Lender.

2. **NON-DISTURBANCE.** So long as the Lease has not been terminated as a result of a default by Tenant beyond any applicable grace, notice and cure period, Tenant's possession, use and enjoyment of the Premises and the related Common Area, including but not limited to related signage, shall not be interfered with, disturbed or diminished, or otherwise affected in any

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manner as a result of any act or omission of Landlord, and all rights and privileges of Tenant under the Lease, and any renewals, modifications, or extensions thereof, shall be recognized by Lender and any Successor Landlord (as defined in paragraph 3 below). If any action or proceeding is commenced by Lender for the foreclosure of the Mortgage or the sale of the Premises, Tenant shall not be named as a party therein unless such joinder shall be required by law and Tenant shall not thereby be subjected or exposed to any liability, cost or expense, and such joinder shall not result in the termination of the Lease or disturb Tenant's possession, use or enjoyment of the Premises, and the foreclosure or sale in any such action or proceeding shall be made subject to all rights of Tenant under the Lease.

3. **ATTORNTMENT.** In the event that title to, possession of or control of the Premises or any other interest therein, which includes the right to receive payment of rent or to enforce the performance of other obligations under the Lease, is transferred as a result of any trustee's sale, judicial foreclosure, deed in lieu of foreclosure or other proceedings pursuant to the Mortgage, Tenant will attorn to the purchaser or transferee who acquires such title or other interest ("Successor Landlord") and will recognize such Successor Landlord as landlord under and subject to the terms and conditions of the Lease. Tenant hereby waives the provisions of any statute or rule of law now or hereafter in effect which might give it any right or election to terminate the Lease by reason of any such foreclosure proceeding.

4. **PERFORMANCE BY TENANT.** In the event that Tenant receives any notice from Lender or any Successor Landlord to pay rent or other sums or render any other performance under the Lease to such Lender or Successor Landlord, Tenant may render performance in accordance with such notice without any duty of inquiry and despite any knowledge or notice to the contrary with the same force and effect as if such payment or performance were rendered to Landlord, and Landlord hereby releases and discharges Tenant of and from any liability to Landlord resulting from Tenant's payment of such rent to Lender or any Successor Landlord in accordance with this Agreement or Lender's or any Successor Landlord's notice or instructions from Lender or any Successor Landlord.

5. **SUCCESSOR LANDLORD LIABILITY.** Upon transfer of the Premises to the Successor Landlord, including Lender, the Successor Landlord shall have the same rights and obligations under the Lease as the Landlord and Tenant shall have the same rights and remedies under the Lease against the Successor Landlord as existed against Landlord, including for a breach of the Lease; provided, however, that Lender or any Successor Landlord shall not:

(a) be subject to any offsets which Tenant might have against any prior landlord (including Landlord), except for offsets arising under the Lease with respect to costs and expenses (but not damages) incurred by Tenant after Tenant has notified Lender and given Lender an opportunity to cure as provided in this Agreement, and/or offsets arising from (i) a reconciliation or year-end adjustment of an estimated rental or other charge under the Lease or (ii) an audit of Landlord's business records, as provided in the Lease; or

(b) be bound by any Base Rent which Tenant might have paid for more than one (1) month in advance; or

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(c) be obligated to reimburse Tenant for any security deposit, unless said security deposit is received by Lender; or

(d) be liable for or obligated to pay for any repairs, replacements, damages or allowances not made, performed or paid by the Landlord if such performance or payment was due prior to the transfer of the Premises; or

(e) be bound by any amendment or modification of the Lease made after the date hereof without Lender's consent, which consent shall not be unreasonably withheld, conditioned or delayed, and it being agreed by Lender that consent shall be deemed given unless Lender makes objection in writing and properly noticed to Tenant within thirty (30) days from the date of Tenant's notice to Lender.

Provided however, that nothing herein shall excuse Lender or any Successor Landlord from liability or responsibility for, or limit any right or remedy of Tenant with respect to, any breach or default which continues from and after the date when Lender or such Successor Landlord obtains title to or takes possession or control of the Premises.

6. NOTICE OF LANDLORD DEFAULT. Tenant shall give to Lender, by certified or registered mail, a copy of any notice of default served upon Landlord under the Lease, at the address set forth above, and Lender shall have the same right, but shall have no obligation, to cure any such default on behalf of Landlord as is provided in the Lease.

7. LEASE TERMINATION. In the event Tenant notifies Lender that Tenant elects to terminate the Lease as a result of Landlord's default, the Lease shall not terminate until Lender has had a reasonable period of time after such notice in which to cure said default, not to exceed thirty (30) days ("Initial Cure Period"), which period will be in addition to any notice or cure period given to Landlord; provided, however, that if due to the nature of the default Lender is unable to complete such cure within the Initial Cure Period, Lender shall be entitled to such additional time as may be necessary to cure such default, not to exceed thirty (30) days following the expiration of the Initial Cure Period, only if and so long as the following conditions are satisfied: (i) Lender has notified Tenant in writing of its intent to cure Landlord's default; (ii) Lender has commenced such cure within the Initial Cure Period; and (iii) Lender diligently pursues such cure to completion.

8. OTHER DOCUMENTS. Each of Lender, Landlord and Tenant agrees to reasonably execute and deliver to the others such further documents and assurances confirming the foregoing as any of such parties may reasonably request.

9. SUCCESSORS AND ASSIGNS. The terms "Lender", "Successor Landlord" and "Landlord" shall include such parties and any successors or assigns, including any successors in title to the Premises. The term "Tenant" shall include any assignee or sublessee.

10. CONDITION. The parties agree that this Agreement shall be valid only once fully executed, acknowledged and delivered by all of the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first referenced above.

**TENANT:**

**PETSMART, INC.,**  
a Delaware corporation

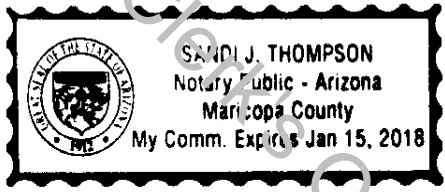
By: Wendy Woolford  
Name: Wendy Woolford  
Title: Senior Counsel

STATE OF ARIZONA        )  
  ) SS  
COUNTY OF MARICOPA    )

I, the undersigned, a Notary Public, in and for the above County and State, do hereby certify that Wendy Woolford, Senior Counsel of PETSMART, INC., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged before me that (s)he signed and delivered the said instrument in its capacity as set forth above and as a free and voluntary act, for the uses and purposes therein set forth.

**GIVEN** under my hand and Notarial Seal, this 6<sup>th</sup> day of January, 2015.

Notary Public  
Sandi J. Thompson  
[SEAL]







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## EXHIBIT A

### LEGAL DESCRIPTION

PARCEL 2: (PART OF P.I.N. 14-20-222-016-0000)

“PART OF DEVELOPMENT PARCEL (PARCELS 2 & 3)”

THAT PART OF LOT "A" IN BISMARCK GARDENS CONSOLIDATION OF LOTS 1 TO 6 INCLUSIVE IN BRADLEY AND OTHERS SUBDIVISION OF THE NORTH 174 ½ FEET OF BLOCK 9 IN LAFLIN SMITH AND DYERS SUBDIVISION OF THE NORTHEAST QUARTER (EXCEPT THE 1.28 ACRES IN THE NORTHEAST CORNER) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOTS 1 TO 8 INCLUSIVE AND LOT "A" AND A STRIP OF LAND 15 FEET WIDE LYING WEST OF AND ADJOINING SAID LOTS 1 TO 6 INCLUSIVE AND EAST OF AND ADJOINING LOT 7 IN BURLEYS SUBDIVISION OF LOT 2 (EXCEPT THE NORTH 16 ½ FEET) AND LOT 3 (EXCEPT THE SOUTH 30 FEET) IN BRADLEY, COOKSON AND BRADLEY'S SUBDIVISION OF BLOCK 9 AFORESAID WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT "A" WHICH IS 129.33 FEET NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST OF THE NORTHEAST CORNER OF SAID LOT "A" (AND WHICH POINT IS ALSO 192.14 FEET EAST RECORD, 191.94' MEASURED, OF THE NORTHWEST CORNER OF SAID LOT "A") AND RUNNING THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT "A" FOR A DISTANCE OF 192.14 FEET RECORD, 191.94' MEASURED, TO THE WEST LINE OF SAID LOT "A"; THENCE SOUTH 00 DEGREES 04 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF SAID LOT "A" FOR A DISTANCE OF 174.68 FEET RECORD, 174.50 FEET MEASURED, TO THE CORNER OF SAID LOT "A"; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ON A STRAIGHT LINE PARALLEL WITH THE NORTH LINE OF SAID LOT "A" FOR A DISTANCE OF 227.51 FEET RECORD, 227.47 FEET MEASURED TO A POINT WHICH IS 94.00 FEET WEST OF THE EAST LINE OF SAID LOT "A"; THENCE NORTH 00 DEGREES 08 MINUTES 09 SECONDS WEST ALONG A STRAIGHT LINE PARALLEL WITH THE EAST LINE OF SAID LOT "A" FOR A DISTANCE OF 55.40 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ON A STRAIGHT LINE PARALLEL WITH THE NORTH LINE OF SAID LOT "A" FOR A DISTANCE OF 3.20 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 09 SECONDS WEST ALONG A STRAIGHT LINE PARALLEL WITH THE EAST LINE OF SAID LOT "A" FOR A DISTANCE OF 24.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ON A STRAIGHT LINE PARALLEL WITH THE NORTH LINE OF SAID LOT "A" FOR A DISTANCE OF 3.00 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 09 SECONDS WEST ON A STRAIGHT LINE PARALLEL WITH THE EAST LINE OF SAID LOT "A" FOR A DISTANCE OF 22.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ON A STRAIGHT LINE PARALLEL WITH THE NORTH LINE OF SAID LOT "A" FOR A DISTANCE OF 8.05 FEET; THENCE NORTH 00 DEGREE 08 MINUTES 09 SECONDS WEST ON A STRAIGHT LINE PARALLEL WITH THE EAST LINE OF SAID LOT "A" FOR A DISTANCE OF 26.05 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ON A STRAIGHT LINE PARALLEL WITH THE NORTH LINE OF SAID LOT "A" FOR A DISTANCE OF 43.79 FEET RECORD, 43.18

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FEET MEASURED; THENCE NORTH 00 DEGREE 08 MINUTES 09 SECONDS WEST ON A STRAIGHT LINE PARALLEL WITH THE EAST LINE OF SAID LOT "A" FOR A DISTANCE OF 46.12 FEET RECORD, 46.05 FEET MEASURED, TO THE NORTH LINE OF SAID LOT "A" AND THE PLACE OF BEGINNING, (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT "A" WHICH IS 129.33 FEET NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST OF THE NORTHEAST CORNER OF SAID LOT "A" (AND WHICH POINT IS ALSO 192.14 FEET EAST RECORD, 191.94' MEASURED, OF THE NORTHWEST CORNER OF SAID LOT "A") AND RUNNING THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT "A" FOR A DISTANCE OF 192.14 FEET RECORD, 191.94' MEASURED, TO THE WEST LINE OF SAID LOT "A"; THENCE SOUTH 00 DEGREES 04 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF SAID LOT "A" FOR A DISTANCE OF 174.68 FEET RECORD, 174.50 FEET MEASURED, TO THE CORNER OF SAID LOT "A"; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ON A STRAIGHT LINE PARALLEL WITH THE NORTH LINE OF SAID LOT "A" FOR A DISTANCE OF 47.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 58.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 20.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 21.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 94.00 FEET; THENCE SOUTH 65 DEGREES 21 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 9.81 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 8.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 18.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 8.00 FEET; THENCE NORTH 66 DEGREES 26 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 10.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 27.00 FEET TO A POINT IN A LINE 97.20 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT "A"; THENCE NORTH 00 DEGREE 08 MINUTES 09 SECONDS WEST ALONG A STRAIGHT LINE PARALLEL WITH THE EAST LINE OF SAID LOT "A" FOR A DISTANCE OF 0.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ON A STRAIGHT LINE PARALLEL WITH THE NORTH LINE OF SAID LOT "A" FOR A DISTANCE OF 3.00 FEET; THENCE NORTH 00 DEGREE 08 MINUTES 09 SECONDS WEST ON A STRAIGHT LINE PARALLEL WITH THE EAST LINE OF SAID LOT "A" FOR A DISTANCE OF 22.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ON A STRAIGHT LINE PARALLEL WITH THE NORTH LINE OF SAID LOT "A" FOR A DISTANCE OF 8.05 FEET; THENCE NORTH 00 DEGREE 08 MINUTES 09 SECONDS WEST ON A STRAIGHT LINE PARALLEL WITH THE EAST LINE OF SAID LOT "A" FOR A DISTANCE OF 26.05 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ON A STRAIGHT LINE PARALLEL WITH THE NORTH LINE OF SAID LOT "A" FOR A DISTANCE OF 43.79 FEET RECORD, 43.18 FEET MEASURED; THENCE NORTH 00 DEGREE 08 MINUTES 09 SECONDS WEST ON A STRAIGHT LINE PARALLEL WITH THE EAST LINE OF SAID LOT "A" FOR A DISTANCE OF 46.12 FEET RECORD, 46.05 FEET MEASURED, TO THE NORTH LINE OF SAID LOT "A" AND THE PLACE OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.



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PARCEL 3: (P.I.N. 14-20-222-017-0000)

"PART OF DEVELOPMENT PARCEL (PARCELS 2 & 3)

LOT "A" IN BISMARK GARDENS CONSOLIDATION OF LOTS 1 TO 6 INCLUSIVE IN BRADLEY AND OTHERS SUBDIVISION OF THE NORTH 174 ½ FEET OF BLOCK 9 IN LAFLIN SMITH AND DYERS SUBDIVISION OF THE NORTHEAST QUARTER (EXCEPT THE 1.28 ACRES IN THE NORTHEAST CORNER) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOTS 1 TO 8 INCLUSIVE AND LOT "A" AND A STRIP OF LAND 15 FEET WIDE LYING WEST OF AND ADJOINING SAID LOTS 1 TO 6 INCLUSIVE AND EAST OF AND ADJOINING LOT 7 IN BURLEYS SUBDIVISION OF LOT 2 (EXCEPT THE NORTH 16 ½ FEET) AND LOT 3 (EXCEPT THE SOUTH 30 FEET) IN BRADLEY, COOKSON AND BRADLEY'S SUBDIVISION OF BLOCK 9 AFORESAID WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT "A"; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 321.15 FEET RECORD, 321.27 FEET MEASURED, ALONG THE NORTH LINE OF SAID LOT "A" TO THE NORTHWEST CORNER THEREOF, THENCE SOUTH 00 DEGREES 04 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF SAID LOT "A" 174.68 FEET RECORD, 174.50 FEET MEASURED TO THE CORNER OF SAID LOT "A"; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF LOT "A" AFORESAID 56.87 FEET RECORD, 56.90 FEET MEASURED TO A POINT ON THE WEST LINE OF LOT 8 IN SAID BURLEYS SUBDIVISION; THENCE SOUTH 00 DEGREES 05 MINUTES 04 SECONDS EAST ON THE LAST DESCRIBED LINE FOR A DISTANCE OF 151.72 FEET RECORD, 151.90 FEET MEASURED TO A POINT ON THE SOUTH LINE OF SAID LOT "A"; THENCE SOUTH 89 DEGREES 47 MINUTES 17 SECONDS EAST ON THE SAID SOUTH LINE FOR A DISTANCE OF 264.54 FEET RECORD, 264.71 FEET MEASURED TO THE SOUTHEAST CORNER OF SAID LOT "A"; THENCE NORTH 00 DEGREES 08 MINUTES 09 SECONDS WEST ALONG THE EAST LINE OF LOT "A" AFORESAID FOR A DISTANCE OF 326.41 FEET RECORD, 327.28 FEET MEASURED TO THE NORTHEAST CORNER OF SAID LOT "A" AT THE PLACE OF BEGINNING; (EXCEPTING THEREFROM THAT PART OF SAID LOT "A", DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT "A", THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 321.15 FEET RECORD, 321.27 FEET MEASURED ALONG THE NORTH LINE OF SAID LOT "A" TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 04 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF SAID LOT "A" 174.68 FEET RECORD, 174.50 FEET MEASURED TO THE CORNER OF SAID LOT "A", THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT "A" FOR A DISTANCE OF 227.51 FEET RECORD, 227.47 FEET MEASURED TO A POINT WHICH IS 94.00 FEET WEST OF THE EAST LINE OF SAID LOT "A"; THENCE NORTH 00 DEGREES 08 MINUTES 09 SECONDS WEST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT "A" 55.40 FEET TO A POINT ON A LINE WHICH RUNS FROM A POINT ON THE EAST LINE OF SAID LOT "A" 119.00 FEET SOUTH OF THE NORTHEAST CORNER THEREOF TO A POINT 97.20 FEET WEST OF THE LAST SAID EAST LINE AND 119.10 FEET SOUTH OF THE NORTH LINE OF SAID LOT "A"; THENCE NORTH 89 DEGREES 56 MINUTES 20 SECONDS EAST ON THE ABOVE LAST DESCRIBED LINE FOR A DISTANCE OF 94.00

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FEET TO A POINT ON THE EAST LINE OF SAID LOT "A"; THENCE NORTH 00 DEGREES 08 MINUTES 09 SECONDS WEST ON SAID EAST LINE FOR A DISTANCE OF 119.00 FEET TO THE NORTHEAST CORNER OF SAID LOT "A" AT THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS.

STREET ADDRESS: 3736 N. HALSTED ST., CHICAGO, IL 60613-3910

PIN: PARCEL 2: (PART OF P.I.N. 14-20-222-016-0000)  
PARCEL 3: (P.I.N. 14-20-222-017-0000)

Property of Cook County Clerk's Office