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RETURNED TO:

Kovitz Shifrin Nesbit
175 North Archer Avenue
Mundelein, Illinois 60060
Attn: Brandon R. Wilson, Attorney



Doc# 1927306196 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/30/2019 03:53 PM PG: 1 OF 14

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

This document is recorded to amend the Declaration of Covenants, Conditions, Restrictions and Easements ("**Easement Agreement**") recorded on May 31, 2005 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 0515103093, and covers the property legally described in Exhibit "1" attached hereto and made a part thereof.

RECITALS

WHEREAS, the 1819 South Michigan Ave. Condominium Association ("Residential Owner") and Nancy Suvarnamani, Parkway Bank and Trust Company as Trustee of Trust Number 14149 dated April 4, 2006 (the "Trust") and Specialty Group Realty, Inc. d/b/a Century 21 S.G.R., Inc. ("SGR") (referred to collectively as the "Commercial Owner"), the parties to the Easement Agreement, desire to amend the Agreement in order to revise the provisions of Article 7 with respect to Maintenance and Repair and to include provisions from Article 7 and Article 8 of the original Easement Agreement which were inadvertently omitted from the recorded copy of the Easement Agreement;

WHEREAS, Article 13, Section 13.4 of the Easement Agreement provides that the Easement Agreement may be amended by an instrument signed by the Residential Owner, the Commercial Owner and any mortgagees holding a mortgage over the entire Residential Space or the entirety of Commercial Space A and/or Commercial Space B;

WHEREAS, Article 13, Section 13.4 of the Easement Agreement provides further that the officers for the Residential Owner can execute this amendment on behalf of all owners within the residential parcel;

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WHEREAS, this Amendment has been signed by the President of the Condominium Association, acting through its Board of Directors, pursuant to Article 13, Section 13.4 of the Easement Agreement;

WHEREAS, this Amendment has been signed by Nancy Suvarnamani, in her individual capacity, as the manager for SGR and as the beneficiary for the Trust who, collectively, are the legal holders of title to Commercial Space A and Commercial Space B;

WHEREAS, this Amendment has been signed by the current mortgagees for Commercial Space A and Commercial Space B;

NOW THEREFORE, Article 7 of the Easement Agreement and Article 8 of the Easement Agreement are hereby amended in accordance with the text which follows (additions in text are indicated by underline; deletions by ~~strike-outs~~):

ARTICLE 7

MAINTENANCE AND REPAIR

7.1 Maintenance and Repair. The Owner of the Residential Property shall keep the Building and all Facilities located therein in good and safe order and condition and shall make all repairs or replacements of, in, on, under, within, upon or about the Building, necessary to keep the Building in a safe first-class working order and condition.

7.2 Commercial Property's Share. The Owner of the Commercial Property by acceptance of a deed, whether or not it shall be so expressed, in any such deed or other covenants, hereby covenants and agrees and shall be deemed to covenant and agree to reimburse the Owner of the Residential Property its pro rata share of the following expenses: Water & Sewer, Permits/Licenses, Scavenger, Extermination, Maintenance Contract, Life Safety Contract, Security, Electrical Repair, Gate, Door & Fence Repair, Life Safety, Garage Expense, Garage Repairs, Insurance, Management, Consulting/Engineering, Building Wide Expenses and Capital Expenditures. ~~operations including common utilities and cost and expense of the repair and maintenance of the Building as provided in this Declaration.~~ Such pro rata share as is provided for in Exhibit D, together with such interests thereon and cost of collection thereof, is hereinafter provided, shall be a charge and a continuing lien upon the Commercial Property. As such pro rata share, together with such interests and costs, shall also be the continuing personal obligation of the Owner of the Commercial Property.

For the expenses listed in Article 7, Section 7.2 of this Easement Agreement the following terms shall include services as follows:

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“Maintenance Contract” shall mean those expenses incurred pursuant to a contract for cleaning and maintenance services and said contract shall include, without limitation, the cleaning of exterior common areas and garage areas, the removal of snow and ice and the coordination of trash and scavenger removal services.

“Electrical Repair” shall mean those expenses incurred to maintain the building's electrical system including, without limitation, those systems serving the exterior lighting, the life safety system(s) and the pumps.

“Garage Expenses” shall mean those expenses necessary to maintain and keep up the garage areas in a first-class condition including, but not limited to, power washing, door maintenance, repair and replacement of the garage structure and the maintenance, repair and replacement of the garage gates.

“Building Wide Expenses” shall mean, without limitation, those expenses related to the purchase of snow and ice removal supplies, sewer rodding, grease trap cleaning, benchmarking, backflow testing, reserve studies, city inspection fees and fines as well as the maintenance, repair and replacement of exterior outside lights, roofs, gutters, hot water heaters, booster pumps, boilers, pumps and generators.

“Capital Expenses” shall mean those expenses necessary to maintaining the building exterior including, but not limited to, exterior inspections, exterior maintenance/repair/replacement, exterior painting and resurfacing projects.

7.3 Budget. (a) Each year, on or before December 1, the Owner of the Residential Property shall prepare a budget for the ensuing twelve (12) months which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacements of the Improvements on the Building, and shall, on or before December 15 of each year, notify the Owner of the Commercial Property in writing of the amount of such estimate, with reasonable itemization thereof. On or before the next January 1 of each year, following the preparation of the budget, and on the first day of each and every month for the next twelve (12) months, the Owner of the Commercial Property shall be personally liable for and obligated to pay to the Owner of the Residential Property one-twelfth (1/12) of the assessment made pursuant to this Paragraph.

~~On a quarterly basis or before May 1 of each year, the Owner of the Residential Property shall supply to the Owner of the Commercial Property an itemized accounting, on an accrual or cash basis, of expenses for the preceding quarter calendar year, together with the tabulation of the assessments showing that excess or deficits, on an accrual or cash basis, of income over this sum of expenses, plus reserves. Any such excess may, at the discretion of the Owner of the Residential Property, be retained by the Owner of the Residential Property and shall be placed in a reserve account which shall be limited to three (3) months assessments.~~

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(b) If said annual assessments prove inadequate for any reason, the Owner of the Residential Property may charge the deficiency against the existing reserves or levy a further assessment which shall be assessed in accordance with the Percentage Schedule, which is attached hereto and made a part hereof as Exhibit "D". The Owner of the Residential Property shall serve notice for such further assessment on the Owner of the Commercial Property by a statement in writing showing the amount due and reasons therefor, and such further assessments shall become effective with the monthly installment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly assessment.

(c) The failure or delay of the Owner of the Residential Property to prepare or serve the annual or adjusted estimate on the Owner of the Commercial Property shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted Estimate, the Owner of the Commercial Property shall continue to pay his monthly installment at the then existing rate established for the previous period until the monthly Installment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

7.4 Special Assessments. In addition to the annual assessments authorized above the Owner of the Residential Property may levy special assessments for the purpose of defraying in whole or in part, the cost of constructing or purchasing a specified capital improvement upon the Building and for the necessary fixtures and personal property related thereto. The special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Owner of the Residential Property and shall be used only for the specific purpose for which such assessment was levied.

7.5 Reserves. To the extent the annual budget includes an amount specifically designated as a capital reserve, that proportion of each installment of the annual assessments paid to the Owner of the Residential Property as the amount so designated as a capital reserve bears to the total annual budget shall be segregated and maintained by the Owner of the Residential Property in a special capital reserve account to be used solely for making repairs and replacements to the building and improvements thereon which the Owner of the Residential Property is obligated to repair and replace in accordance with the provisions of this Declaration.

7.6 Pro Rata Share. Each Owner hereby agrees to pay its pro rata share of all annual and special assessments based upon the Percentage Schedule which is attached hereto and made a part hereof as Exhibit D. In addition, each Owner hereby agrees to pay its pro rata share of the common utilities based upon the percentages listed in Exhibit D.

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7.7 Default. Any installment of an assessment which is not paid when due shall be delinquent if said installment is not paid within thirty (30) days after the due date, the Owner of the Residential Property may, upon notice to the Owner of the Commercial Property of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year, and the total amount shall become immediately due and payable and commence to bear interest from the date of acceleration at the maximum rate permitted by law. The Owner of the Residential Property may bring an action against the Owner of the Commercial Property to pay assessments and recover the same, including interests, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in any such action. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent or unpaid charges or assessments, and any such accelerated installments, together with interest, late charges as determined by the Owner of the Residential Property, costs and attorneys' fees as above provided, shall be and become a lien or charge against the Commercial Property when payable and may be foreclosed by any action brought in the name of the Owner of the Residential Property.

7.8 No Waiver. No Owner may waive or otherwise escape liability for assessment provided for herein by non-use of the Building or abandonment of its Property. Any claim by the Owner of the Commercial Property against the Owner of the Residential Property shall be by a separate action and shall not be used as a defense or counterclaim to an action by the Association to collect assessments.

7.9 Assessment Letter. Upon the request of the Owner of the Commercial Property, the Owner of the Residential Property shall deliver to the Owner of the Commercial Property a letter indicating that all assessments have been paid through the date of the letter or, in the event said assessments have not been paid through the date of said letter, a letter stating the amount of the delinquent assessments. The Owner of the Residential Property hereby agrees to deliver said Assessment Letter within ten (10) days after its receipt of a request for said assessment letter from the

Owner of the Commercial Property.

ARTICLE 8

ARCHITECT

8.1 Appointment of Architect. The appointment of an architect in accordance with this Article shall be for the purpose of resolving disputes and other differences arising under this Declaration during the operation of the Total Property. The Owners shall jointly appoint a firm consisting of both architects and engineers (or a firm of architects and a firm of engineers agreeing to act jointly hereunder) experienced in the design and operation of structures similar to the improvements to serve under and pursuant to the terms and provisions of this Declaration (the "Architect"). The Architect shall, upon its appointment, execute an agreement with the Owners Substantially in the form of or comparable to the American Institute of Architects "AIA", AIA Document 8141, (or the then current edition), entitled "Standard Form Agreement between Owner

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and Architect.” Any Owner may cause any Architect to be replaced if it demonstrates to the other Owner that such then serving Architect has failed to perform its duties hereunder fairly, diligently or competently in accordance with the Owner-Architect Agreement. In such event, the Owner desiring replacement of the Architect shall serve notice upon the other Owner and the Mortgagees, requesting the removal of the then serving Architect, which notice shall set forth with specificity the respect or respects in which such Architect shall have failed to perform diligently or competently in accordance with the Owner-Architect Agreement. If, in the opinion of an Owner receiving such notice, the Owner desiring to replace the Architect is not entitled to require the appointment of a new Architect pursuant to this Section, an Owner receiving such notice and objecting to the appointment of a new Architect shall notify the other owner of its objection in writing within fifteen (15) days after receipt of such notice from the other Owner.

8.2 Submission of Dispute. In any instance when the Architect serving pursuant to this Article is authorized by this Declaration to advise the Owners concerning any dispute or matter, any Owner involved in such dispute or matter may submit the same to the Architect. The Owner submitting such dispute or matter shall simultaneously give written notice of the submission of such dispute or matter to the other Owner involved in such dispute and the Mortgagees. The Architect shall, except in an Emergency Situation, afford each Owner involved in any dispute or matter, and any attorney or other representative designated by such Owner and the Mortgagees, an opportunity to furnish information or data or to present such party's views.

8.3 Architect's Fees and Costs. The Architect shall be paid a reasonable fee for any services rendered hereunder and shall be reimbursed for reasonable and necessary expenses incurred in connection therewith, and the owners shall each pay their equitable share of such fees. In any instance, when the Architect shall, in accordance with any of the provisions of this Declaration, render services in connection with the preparation of plans and specifications or the supervision of repair, restoration or demolition of the Improvements or any part thereof, the fees and expenses of the Architect shall be considered as costs and expenses of said repair, restoration or demolition, as the case may be, and shall be paid in the same manner as other costs and expenses of repair, restoration and demolition under the provisions of this Declaration pursuant to which the Architect is performing such services. If any Owner shall fail to pay its allocable share of any fees or expenses of the Architect within ten (10) days after receipt of any invoice therefor from the Architect, then any other Owner may pay the same and the Owner failing to pay shall, within ten (10) days after written demand for reimbursement, reimburse the other Owner for any such payment, plus interest at the Default Rate from the date of payment by the Owner to the date of reimbursement to such Owner.

Except to the extent expressly set forth hereinabove, the remaining provisions of the Easement Agreement shall continue in effect without change.

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CONDOMINIUM ASSOCIATION SIGNATURE PAGE

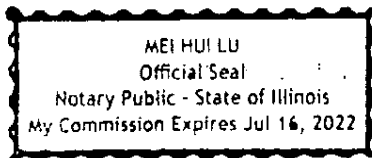
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

1819 SOUTH MICHIGAN AVE. CONDOMINIUM ASSOCIATION

By: *Karl Kruger Stark*
Its President

EXECUTED this 15 day of August, 2019.

I, Mei hui lu, a Notary Public, hereby certify that on Aug 15th, 2019 the above member of the Board of Directors of 1819 South Michigan Ave. Condominium Association, which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he signed this instrument as his free and voluntary act and as the free and voluntary act of said 1819 South Michigan Ave. Condominium Association for the uses and purposes therein set forth.



By: *Mei Hui Lu*
Notary Public

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COMMERCIAL OWNER SIGNATURE PAGE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

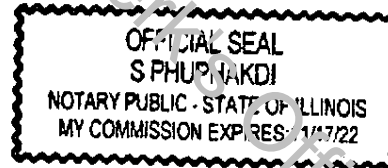
Specialty Group Realty, Inc. d/b/a Century 21 S.G.R.

By: N. Swamin
Its Manager

EXECUTED this 20th day of September, 2019.

I, Syphaloke Phuphaladi, a Notary Public, hereby certify that on September 20th, 2019 the above Manager of the Specialty Group Realty, Inc. d/b/a Century 21 S.G.R., which Manager is personally known to me, appeared before me and acknowledged that, as such Manager, she signed this instrument as her free and voluntary act and as the free and voluntary act of said Specialty Group Realty, Inc. d/b/a Century 21 S.G.R. for the purposes and purposes therein set forth.

By: [Signature]
Notary Public



STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

Parkway Bank and Trust Company as Trustee of Trust Number 14149 dated April 22, 2006 AND NOT INDIVIDUALLY

[Signature] AVPTO
Its Agent

EXECUTED this 23rd day of Sept, 2019.

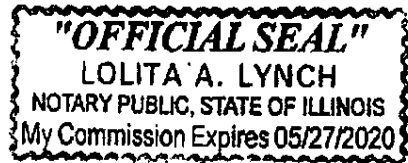
This agreement is signed by Parkway Bank & Trust Co. not individually but solely as Trustee. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Parkway Bank & Trust Co. is hereby expressly waived by the parties herein and their respective successors and assigns.

The Trustee in executing this document SPECIFICALLY EXCLUDES all references to any environmental condition of the premises whether under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise. The Beneficiary of this Trust, as management and control of the premises and as such, has the authority to execute this instrument on behalf of the Trustee, but not as agent for or on behalf of the Trustee.

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I, Lolita Lynch, a Notary Public, hereby certify that on September 22 2019 the above agent of Parkway Bank and Trust Company as Trustee of Trust Number 14149 dated April 4, 2006 which agent is personally known to me, appeared before me and acknowledged that, as such agent, she signed this instrument as her free and voluntary act and as the free and voluntary act of said Parkway Bank and Trust Company as Trustee of Trust Number 14149 dated April 4, 2006 for the uses and purposes therein set forth.

By: *Lolita Lynch*
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Nancy Suvarnamani

By: *N. Suvarnamani*

EXECUTED this 20th day of September, 2019.

I, Sophakda Phuphakdi, a Notary Public, hereby certify that on September 20, 2019 Nancy Suvarnamani, an individual personally known to me, appeared before me and acknowledged that she signed this instrument as her free and voluntary act for the uses and purposes therein set forth.

By: *S. Phuphakdi*
Notary Public



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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

MORTGAGEE OF COMMERCIAL SPACE A

By: [Signature]

EXECUTED this 23 day of September, 2019.

I, Diana Beltran, a Notary Public, hereby certify that on September 23, 2019
David Hyde, Vice President an individual personally known to me, appeared
before me and acknowledged that she signed this instrument as her free and voluntary
act for the uses and purposes therein set forth.

By: Diana Beltran
Notary Public

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

MORTGAGEE OF COMMERCIAL SPACE B

By: [Signature]

EXECUTED this 23 day of September, 2019.



I, Diana Beltran, a Notary Public, hereby certify that on September 23, 2019
David Hyde, Vice President an individual personally known to me, appeared
before me and acknowledged that she signed this instrument as her free and voluntary
act for the uses and purposes therein set forth.

By: Diana Beltran



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EXHIBIT "A"

TOTAL PARCEL

Lot 25 together with the North 51.63 feet of Lot 67 (except alley) and Lot 68 (except alley) taken as a tract, all in Block 8 in Assessor's Division of the Southwest Fractional Quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NUMBERS:

17-22-307-003

17-22-307-004

17-22-307-056

17-22-307-046

17-22-307-005

COMMONLY KNOWN AS:

1819 S. MICHIGAN AVE
CHICAGO, IL

Property of Cook County Clerk's Office

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EXHIBIT "B"

COMMERCIAL PARCEL

Commercial Space A:

That part of Lot 25 together with the North 51.63 feet of Lot 67 (except alley) and Lot 68 (except alley) taken as a tract, all in Block 8 in Assessor's Division of the Southwest Fractional Quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian lying above a horizontal plane of 14.18 feet above Chicago City Datum and lying below a horizontal plane of 29.30 feet above Chicago City Datum and falling within the boundaries projected vertically described as follows: commencing at the Northwest corner of said tract; Thence South 00° 00' 00" East along the West line of said tract 9.63 feet to the point of beginning; Thence North 90° 00' 00" East 11.51 feet; Thence North 00° 00' 00" East 4.83 feet; Thence North 90° 00' 00" East 28.08 feet; Thence South 00° 00' 00" East 3.00 feet; Thence North 90° 00' 00" East 4.83 feet; Thence South 00° 00' 00" East 23.42 feet; Thence South 90° 00' 00" West 3.83 feet; Thence South 00° 00' 00" East 8.00 feet; Thence South 90° 00' 00" West 29.51 feet; Thence South 00° 00' 00" East 1.30 feet; Thence South 90° 00' 00" West 11.09 feet to the West line of said tract; Thence North 00° 00' 00" East along said West line 30.88 feet to the point of beginning, in Cook County, Illinois.

Commercial Space B:

That part of Lot 25 together with the North 51.63 feet of Lot 67 (except alley) and Lot 68 (except alley) taken as a tract, all in Block 8 in Assessor's Division of the Southwest Fractional Quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian lying above a horizontal plane of 14.18 feet above Chicago City Datum and lying below a horizontal plane of 29.45 feet above Chicago City Datum and falling within the boundaries projected vertically described as follows: beginning at the Southwest corner of said tract; Thence North 00° 00' 00" East along the West line thereof 81.25 feet; Thence North 90° 00' 00" East 32.26 feet; Thence South 00° 00' 00" West 7.58 feet; Thence North 90° 00' 00" East 9.58 feet; Thence South 00° 00' 00" West 8.66 feet; Thence North 90° 00' 00" West 1.33 feet; Thence South 00° 00' 00" West 19.36 feet; Thence South 90° 00' 00" West 1.48 feet; Thence South 00° 00' 00" West 15.43 feet; Thence North 90° 00' 00" West 4.99 feet; Thence South 00° 00' 00" West 5.65 feet; Thence North 90° 00' 00" East 4.97 feet; Thence South 00° 00' 00" West 24.54 feet to the South line of said tract; Thence South 89° 57' 43" West along said South line 39.0 feet to the point of beginning, all in Cook County, Illinois.

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EXHIBIT "C"

RESIDENTIAL PARCEL

Lot 25 together with the North 51.63 feet of Lot 67 (except alley) and Lot 68 (except alley) taken as a tract, all in Block 8 in Assessor's Division of the Southwest Fractional Quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian (except from said tract that part thereof lying above a horizontal plane of 14.18 feet above Chicago City Datum and lying below a horizontal plane of 29.30 feet above Chicago City Datum and falling within the boundaries projected vertically described as follows: commencing at the Northwest corner of said tract; Thence South 00° 00' 00" East along the West line of said tract 9.63 feet to the point of beginning; Thence North 90° 00' 00" East 11.51 feet; Thence North 00° 00' 00" East 4.83 feet; Thence North 90° 00' 00" East 28.08 feet; Thence South 00° 00' 00" East 3.00 feet; Thence North 90° 00' 00" East 4.83 feet; Thence South 00° 00' 00" East 23.42 feet; Thence South 90° 00' 00" West 3.83 feet; Thence South 00° 00' 00" East 8.00 feet; Thence South 90° 00' 00" West 29.51 feet; Thence South 00° 00' 00" East 1.30 feet; Thence South 90° 00' 00" West 11.09 feet to the West line of said tract; Thence North 00° 00' 00" East along said West line 30.88 feet to the point of beginning and also except from said tract that part thereof lying above a horizontal plane of 14.18 feet above Chicago City Datum and lying below a horizontal plane of 29.45 feet above Chicago City Datum and falling within the boundaries projected vertically described as follows: beginning at the Southwest corner of said tract; Thence North 00° 00' 00" East along the West line thereof 81.25 feet; Thence North 90° 00' 00" East 32.26 feet; Thence South 00° 00' 00" West 7.58 feet; Thence North 90° 00' 00" East 9.58 feet; Thence South 00° 00' 00" West 8.66 feet; Thence North 90° 00' 00" West 1.33 feet; Thence South 00° 00' 00" West 19.36 feet; Thence South 90° 00' 00" West 1.48 feet; Thence South 00° 00' 00" West 15.43 feet; Thence North 90° 00' 00" West 4.99 feet; Thence South 00° 00' 00" West 5.65 feet; Thence North 90° 00' 00" East 4.97 feet; Thence South 00° 00' 00" West 24.54 feet to the South line of said tract; Thence South 89° 57' 43" West along said South line 39.0 feet to the point of beginning) all in Cook County, Illinois.

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EXHIBIT "D"

PERCENTAGE SCHEDULE

ASSESSMENTS

RESIDENTIAL PARCEL	95.10%
COMMERCIAL PARCEL	
Commercial Space A	1.50%
Commercial Space B	3.40%
TOTAL:	<u>100.00%</u>

COOK COUNTY
RECORDER OF DEEDS

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RECORDER OF DEEDS