

**Illinois Anti-Predatory  
Lending Database  
Program**

Doc#: 2203307431 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 02/02/2022 01:54 PM Pg: 1 of 12

**Certificate of Exemption**



**Report Mortgage Fraud  
844-768-1713**

The property identified as: **PIN: 13-07-218-023-0000**

**Address:**

**Street:** 6560-6562 W HIGGINS AVENUE

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60656

**Lender:** 6560 HIGGINS ROAD, L.L.C.

**Borrower:** DOMEK PROPERTIES, LLC

**Loan / Mortgage Amount:** \$545,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity or person.

**Certificate number:** 5C67BEBD-CCCC-4569-AF30-4F8C9A9E74DF

**Execution date:** 12/27/2021

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## MORTGAGE

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

David Allswang, Esq.  
Nixon Peabody LLP  
70 West Madison Street  
Suite 5200  
Chicago, Illinois 60602

*This space reserved for Recorder's use only.*

## MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING (this "**Mortgage**") is made as of the 27 day of December, 2021, by DOMEK PROPERTIES, LLC, an Illinois limited liability company (the "**Mortgagor**"), whose address is 6560 W. Higgins Avenue, Chicago, Illinois, 60656, to and in favor of 6560 HIGGINS ROAD, L.L.C., an Illinois limited liability company (the "**Lender**"), whose address is 4201 Davis, Skokie, Illinois, 60076.

### RECITALS:

**WHEREAS**, Mortgagor has executed and delivered that certain Secured Promissory Note dated as of the date hereof (as the same may amended, restated, replaced, supplemented or otherwise modified from time to time the "**Note**", and together with this Mortgage, the other Note Documents and any other agreement, instrument or documented executed and delivered in connection herewith, the "**Loan Documents**") in favor of the Lender in the original principal amount of up to \$545,000.00 (the "**Loan**"). All capitalized terms not specifically defined herein shall have the meanings ascribed to those terms in the Note;

**WHEREAS**, as a condition to the agreement by the Lender to enter into the Loan Documents and make the Loan to the Borrower, the Lender is requiring, among other things, that the Mortgagor enter into and deliver this Mortgage to and for the benefit of the Lender, to provide security for the payment and performance of the Mortgagor's obligations under the Loan Documents; and

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NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOREGOING AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE MORTGAGOR HEREBY AGREES AS FOLLOWS:

## GRANTING CLAUSES

The Mortgagor hereby mortgages, grants, assigns, remises, releases, warrants and conveys to the Lender, its successors and assigns, and grants a security interest in, the following described property, rights and interests (collectively, the "**Property**"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (hereinafter defined) and not secondarily, whether now owned or hereafter acquired:

**THE REAL ESTATE** situated in County of Cook, State of Illinois, and more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference, together with all of the easements, rights, privileges, franchises and appurtenances thereunto belonging or in any way appertaining (the "**Real Estate**") and all of the estate, right, title, interest, claim and demand whatsoever of the Mortgagor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;

**TOGETHER WITH** all improvements of every nature whatsoever now or hereafter situated on the Real Estate, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of the Mortgagor in and to any such fixtures together with the benefit of any deposits or payments now or hereafter made on such fixtures by the Mortgagor or on its behalf (collectively, the "**Improvements**");

**TOGETHER WITH** all easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of the Mortgagor of, in and to the same;

**TOGETHER WITH** all rents, revenues, issues, profits, proceeds, income, royalties, escrows, letter-of-credit rights (each as defined in the UCC), security deposits, impounds, reserves, tax refunds and other rights to monies from the Property and/or the businesses and operations conducted by the Mortgagor thereon, to be applied against the Obligations (collectively, the "**Rents and Profits**");

**TOGETHER WITH** all interest of the Mortgagor in any and all leases now or hereafter on the Property, whether written or oral (each a "**Lease**" and collectively, the "**Leases**"), together with any and all security therefor and all monies payable thereunder;

**TOGETHER WITH** all fixtures now or hereafter owned by the Mortgagor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors,

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drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by the Mortgagor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Obligations; and

**TOGETHER WITH** all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Property or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Property or proceeds of any sale, option or contract to sell the Property or any portion thereof

**TO HAVE AND TO HOLD** the Property, unto the Lender, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Property after the occurrence of any Event of Default; the Mortgagor hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois.

## **FOR THE PURPOSE OF SECURING:**

1. Prompt payment of all debts, liabilities and obligations of Mortgagor to Lender, whether now existing or hereafter arising and however incurred ("**Obligations**"), as set forth in the Loan Documents, with interest thereon, according to the terms of the Loan Documents, and any and all modifications, extensions and renewals thereof;
2. Prompt payment of any and all other indebtedness required to be paid to the Lender herein, in the Note and in the other Loan Documents;
3. Prompt payment of all sums, with interest thereon, advanced by the Lender to preserve or protect the Property or its interest therein, hereunder, or under the other Loan Documents, including, but not limited to, advances for insurance premiums and real property taxes;
4. Prompt payment of such additional sums, with interest thereon, as may be hereafter borrowed from the Lender, its successors or assigns, by the Mortgagor, when evidenced by the Note, or any of the other Loan Documents, reciting that they are secured by this Mortgage; and
5. Due, prompt and complete observance, performance and discharge of each and every obligation, covenant and agreement of the Borrower or the Mortgagor under any of the Loan Documents.

Notwithstanding the foregoing, if the Mortgagor shall pay and perform or cause to be paid and performed to the Lender the principal and interest and all other sums due or to become due

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under the Loan Documents at the time and in the manner stipulated therein and shall pay or cause to be paid all other sums payable hereunder and all Obligations secured hereby, then in such case, the estate, right, title and interest of the Lender in the Property shall cease, and upon written notice from the Lender that all sums secured hereby have been paid and upon payment of the Lender's fees, costs and expenses, the Lender shall execute and deliver a written release of this Mortgage for recording against title to the Property.

The total amount of the Obligations that may be secured by this Mortgage may increase or decrease from time to time, but the total Obligations secured hereby, exclusive of interest, late charges, the Lender's out-of-pocket costs and expenses, default interest and any other charges incurred by the Lender with respect to the administration or enforcement of the Loan Documents, shall not exceed \$1,090,000.00.

The recitals set forth above are made a part of and incorporated into this Mortgage.

## ARTICLE 1

### **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE MORTGAGOR**

For the purpose of further securing the Obligations secured hereby and for the protection of the security of this Mortgage, the Mortgagor represents, warrants, covenants and agrees as follows:

1.1 Intentionally Omitted.

1.2 **Defense of Title.** Without limiting or waiving any other rights and remedies of the Lender hereunder, if, while this Mortgage is in force, the title to the Property described herein or the interest of the Lender therein shall be the subject, directly or indirectly, of any action at law or in equity or be attached directly or indirectly, or endangered, clouded or adversely affected in any manner, the Mortgagor shall, immediately upon receipt of written notice from the Lender, take all necessary and proper steps for the defense of said title or interest, including the employment of counsel, the prosecution or defense of litigation, and the compromise or discharge of claims made against said title or interest. If the Mortgagor fails to so defend such title or interest to the reasonable satisfaction of the Lender, the Mortgagor hereby authorizes the Lender, at the Mortgagor's expense, to take all reasonably necessary and proper steps to defend such title or interest.

1.3 **Performance of Obligations.** The Mortgagor shall pay when due the principal of and the interest on the Obligations secured hereby and all charges, fees and other sums as provided in the Loan Documents, and shall observe, perform and discharge all obligations, covenants and agreements that are secured by this Mortgage in accordance with their terms. Further, the Mortgagor shall promptly and strictly perform and comply with all covenants, conditions, obligations and prohibitions required of the Mortgagor in connection with any other encumbrance affecting the Property, or any part thereof, regardless of whether such encumbrance is superior or subordinate to the lien hereof.

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1.4 **Insurance.** The Mortgagor shall, at the Mortgagor's expense, maintain in force and effect on the Property at all times while this Mortgage continues in effect insurance reasonably acceptable to Lender. The Mortgagor shall deliver to the Lender the original insurance policies, or copies of such insurance policies and original certificates of insurance satisfactory to the Lender evidencing such insurance prior to the date hereof and thereafter upon Lender's request, and the Mortgagor shall deliver certificates evidencing annual renewals of all such policies of insurance to the Lender upon Lender's request. Without limiting the required endorsements to insurance policies, the Mortgagor further agrees that all such liability insurance policies shall name the Lender as an "Additional Insured" thereunder and all property and casualty and rent loss or business interruption insurance shall name the Lender as the "Lender's Loss Payee" and "Mortgagee".

1.5 **Reimbursement to the Lender.** Without limiting or waiving any other rights and remedies of the Lender hereunder, if the Mortgagor fails to perform any of its covenants or agreements contained in this Mortgage, or if any action or proceeding of any kind (including, but not limited to, any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding) is commenced that might materially affect the Lender's interest in the Property or the Lender's right to enforce its security, or any claims or demands for damages or injury, including claims for property damage, personal injury or wrongful death, arising out of or in connection with any accident or fire or other casualty on the Property and/or any Improvements thereon or any nuisance made or suffered thereon, then the Lender may, at their option (subject to the notice and cure provisions provided in Section 2.1(b) hereof), make any appearances, disburse any sums and take any actions as may be reasonably necessary or desirable to protect or enforce the security of this Mortgage or to remedy the failure of the Mortgagor to perform its covenants (without, however, waiving any default of the Mortgagor). The Mortgagor agrees to pay all reasonable fees and expenses of the Lender thus incurred (including, but not limited to, attorneys' fees and costs), together with interest thereon at the Default Rate from and after the date of the Lender's making such payment until reimbursement thereof by the Mortgagor. Any sums disbursed by the Lender, together with interest thereon, shall be additional Obligations of the Mortgagor secured hereby and shall be payable upon demand. This Section shall not be construed to require the Lender to incur any expenses, make any appearances or take any actions.

1.6 **Security Agreement and Fixture Filing.** This Mortgage constitutes a Security Agreement and Fixture Filing between the Mortgagor and the Lender with respect to all personal property in which the Lender is granted a security interest hereunder, and, cumulative of all other rights and remedies of the Lender hereunder, the Lender shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect from time to time in the State of Illinois (the "**UCC**"). The Mortgagor hereby expressly authorizes the Lender to file with the appropriate filing officer or office such security agreements, financing statements, fixture filings, continuation statements or other instruments as the Lender may require in order to impose, perfect or continue the perfection of the lien or security interest created hereby, all without the necessity of a signature by the Mortgagor.

## ARTICLE 2

### EVENTS OF DEFAULT

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2.1 The occurrence of any Event of Default under the Note or the other Loan Documents shall be deemed an “**Event of Default**” hereunder.

## ARTICLE 3

### REMEDIES

3.1 **Remedies Available.** If an Event of Default has occurred, the Lender may, at its option at any time thereafter do any one or more of the following:

(a) Declare any or all of the Obligations secured hereby to be immediately due and payable without presentment, demand, protest or notice of any kind; and/or

(b) To the extent permitted by applicable law, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Property, or any part thereof, and do any and all acts that may be desirable in the Lender’s judgment to complete any unfinished construction on the Property, to preserve the value, marketability or rentability of the Property, to increase the income therefrom, to manage and operate the Property or to protect the security hereof and, with or without taking possession of the Property, sue for or otherwise collect the Rents and Profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, without limitation, attorneys’ fees, against the Obligations secured hereby in such order as the Lender may determine, without in any way curing or waiving any default of the Mortgagor; and/or

(c) Commence an action to foreclose this Mortgage or to specifically enforce its provisions or any of the obligations secured by this Mortgage in accordance with the provisions of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 *et. seq.*) (the “**Act**”); and/or

(d) Exercise any other right or remedy available hereunder, under any of the other Loan Documents or at law or in equity.

### 3.2 **Application of Proceeds of Foreclosure Sale.**

The proceeds of any foreclosure sale of the Property under this Mortgage shall be applied in the following manner:

FIRST: Payment of the costs and expenses of the sale, including, but not limited to, the Lender’s legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of the Lender.

SECOND: Payment of all sums expended by the Lender under the terms of this Mortgage or any other Loan Documents and not yet repaid, together with interest on such sums at the Default Rate.

THIRD: Payment of the Obligations secured by this Mortgage, including, without limitation, interest at the Default Rate, in any order that the Lender chooses.

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FOURTH: The remainder, if any, to the person or persons legally entitled thereto.

3.3 **Receiver.** In addition to all other remedies herein provided for, the Mortgagor agrees that upon the occurrence of an Event of Default, the Lender shall, as a matter of right, be entitled to the appointment of a receiver or receivers for all or any part of the Property, whether such receivership be incident to a proposed sale of the Property or otherwise, and without regard to the value of the Property or the solvency of the Mortgagor or any person or persons liable for the payment of the Obligations secured hereby, and the Mortgagor does hereby consent to the appointment of such receiver or receivers, waives any and all notices of and defenses to such appointment and agrees not to oppose any application therefor by the Lender, but nothing herein is to be construed to deprive the Lender of any other right, remedy or privilege it may now have under the law to have a receiver appointed; provided, however, that the appointment of such receiver, trustee or other appointee by virtue of any court order, statute or regulation shall not impair or in any manner prejudice the rights of the Lender to receive payment of the Rents and Profits pursuant to other terms and provisions hereof. Any money advanced by the Lender in connection with any such receivership shall be a demand obligation owing by the Mortgagor to the Lender, shall bear interest from the date of making such advancement by the Lender until paid at the Default Rate, shall be a part of the Obligations secured hereby and by every other instrument securing the Obligations. The receiver or his agents shall be entitled to enter upon and take possession of any and all of the Property to the same extent and in the same manner as the Mortgagor might lawfully do. The receiver, personally or through its agents or attorneys, may exclude the Mortgagor and its agents, servants and employees wholly from the Property and may have, hold, use, operate, manage and control the same and each and every part thereof, and in the name of the Mortgagor or the Mortgagor's agents, may exercise all of their rights and powers and use all of the then existing materials, current supplies, stores and assets and, at the expense of the Property, maintain, restore, insure and keep insured the properties, equipment, and apparatus provided or required for use in connection with the business or businesses operated on the Property and may make all such necessary and proper repairs, renewals and replacements and all such useful alterations, additions, betterments and improvements as the receiver may deem judicious. Such receivership shall, at the option of the Lender, continue until full payment of all sums hereby secured or until title to the Property shall have passed by foreclosure sale under this Mortgage.

3.4 **Occupancy After Foreclosure.** In the event there is a foreclosure sale hereunder and at the time of such sale, the Mortgagor or the Mortgagor's representatives, successors or assigns, or any other persons claiming any interest in the Property by, through or under the Mortgagor are occupying or using the Property, or any part thereof, each and all shall, at the option of the Lender or the purchaser at such sale, as the case may be, immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day-to-day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the Property occupied, or used, such rental to be due daily to purchaser. In the event the tenant fails to surrender possession of the Property upon the termination of such tenancy, the purchaser shall be entitled to institute and maintain an action for unlawful detainer of the Property in the appropriate court of the County of Cook, State of Illinois.



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3.5 **Cumulative Remedies.** All remedies contained in this Mortgage are cumulative, and the Lender also has all other remedies provided at law or in equity or in any other of the Loan Documents between the Mortgagor and the Lender. No act of the Lender shall be construed as an election to proceed under any particular provision of this Mortgage to the exclusion of any other provision of this Mortgage or as an election of remedies to the exclusion of any other remedy that may then or thereafter be available to the Lender. No delay or failure by the Lender to exercise any right or remedy under this Mortgage shall be construed to be a waiver of that right or remedy or of any default by the Mortgagor. The Lender may exercise any one or more of its right and remedies at its option without regard to the adequacy of its security.

3.6 **Payment of Expenses.** The Mortgagor shall pay all of the Lender's reasonable expenses incurred in any efforts to enforce any terms of this Mortgage, whether or not any lawsuit is filed, including, but not limited to, attorneys' fees and disbursements, foreclosure costs and title charges together with interest thereon at the Default Rate.

## ARTICLE 4

### **MISCELLANEOUS TERMS AND CONDITIONS**

4.1 **Time of Essence.** Time is of the essence with respect to all provisions of this Mortgage.

4.2 **Certain Rights of the Lender.** Without affecting the Mortgagor's liability for the payment of any of the obligations secured by this Mortgage, the Lender may from time to time and without notice to the Mortgagor (a) release any person liable for the payment of the Obligations secured hereby; (b) extend or modify the terms of payment of said Obligations; or (c) accept additional real or personal property of any kind as security or later, substitute or release any property securing said Obligations.

4.4 **Notices.** All notices, requests or demands required or permitted to be given pursuant to this Mortgage shall be in writing, and shall be delivered either personally, by overnight delivery service or by U.S. certified mail, postage prepaid, return-receipt requested and addressed to the parties at their respective addresses as they appear in the introductory clause at the beginning of this Mortgage. The parties may change their addresses for notice by giving notice of such change in accordance with this section, but neither party shall be entitled to require that notices be given to it at more than two addresses. Notices sent by overnight delivery service shall be deemed received on the business day following the date of deposit with the delivery service. Mailed notices shall be deemed received upon the earlier of the date of delivery shown on the return-receipt, or the third business day after the date of mailing. Notwithstanding the foregoing, actual receipt of notice by a party shall constitute notice given in accordance with this Mortgage on the date received, unless deemed earlier received pursuant to this section.

4.5 **Successors and Assigns.** The terms, provisions, covenants and conditions hereof shall be binding upon the Mortgagor and the successors and assigns of the Mortgagor, including all successors in interest of the Mortgagor in and to all or any part of the Property, and shall inure to the benefit of the Lender and their respective successors and assigns and shall constitute covenants running with the land. All references in this Mortgage to the Mortgagor, the Lender

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shall be deemed to include all such parties' successors and assigns; and the term "Lender" as used herein shall also mean and refer to any lawful holder or owner, including pledgees and participants, of any of the Obligations secured hereby. If the Mortgagor consists of more than one person or entity, each shall be jointly and severally liable to perform the obligations of the Mortgagor.

4.6 **Severability.** A determination by a court of competent jurisdiction that any provision of this Mortgage is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination by a court of competent jurisdiction that the application of any provision of this Mortgage to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

4.7 **Gender.** Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, and vice versa unless the context otherwise requires.

4.8 **Waiver.** The Lender shall not be deemed to have waived any provision of this Mortgage, or the Loan Documents secured hereby or of any of the other Loan Documents unless such waiver is in writing and is signed by the Lender. Without limiting the generality of the preceding sentence, the Lender's acceptance of any payment with knowledge of a default by the Mortgagor shall not be deemed a waiver of such default. No waiver by the Lender of any default on the part of the Mortgagor or breach of any of the provisions of this Mortgage shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and every such right and power may be exercised from time to time.

4.9 **Section Headings.** The headings of the sections and paragraphs of this Mortgage are for convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

4.10 **Governing Law.** This Mortgage shall be governed, construed, applied and enforced in accordance with the laws of the State of Illinois and the applicable laws of the United States of America.

4.11 **Relationship of the Parties.** The relationship between the Mortgagor and the Lender is that of a borrower and a lender only; and neither of those parties is, nor shall it hold itself out to be, the agent, employee, joint venturer or partner of the other party.

4.12 **Entire Agreement and Modifications.** This Mortgage and the other Loan Documents contain the entire agreements between the parties relating to the subject matter hereof and thereof and all prior agreements relative hereto and thereto which are not contained herein or therein are terminated. This Mortgage and the other Loan Documents may not be amended, revised, waived, discharged, released or terminated orally but only by a written instrument or instruments executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or termination is asserted. Any alleged amendment, revision, waiver, discharge, release or termination which is not so documented shall not be effective as to any party.

*[Remainder of Page Intentionally Left Blank—Signature Page Follows]*



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## EXHIBIT A

### LEGAL DESCRIPTION OF REAL ESTATE

LOTS 22 AND 23 IN BLOCK 4 IN WALTER G. MCINTOSH'S FOSTER AVENUE ADDITION TO CHICAGO BEING A SUBDIVISION OF SOUTH EAST 1/4 OF NORTH EAST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office