WHEN RECORDED MAIL TO

First American Bank 4949 Old Orchard Road Skokle, Illinois 60077

SEND TAX NOTICES TO:

86515976

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED 18-23-1986, BETWEEN William B. Doepke and Jane B. Doepke, his wife, ("GRANTOR"), whose address is 1441 Canterbury Lane, Glenview, Plinois 60025; AND First American Bank ("LENDER"), whose address is 4949 Old Orchard Road, Skokie, Illinois 60077.

GRANT OF MORTGAGE. For value to consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and Interest in and to the following described real property including or subsequently erected or affixed buildings, improvements and fixtures, all appurtenances, all rights relating to the real property (Including minerals, oil, yas, water, and the like), and all ditch rights (including stock in utilities with ditch or irrigation rights) located in Cook County, State of Illinois (the "Real Property"):

Lot 71 and 72 in Third Addition to Glen Cak Acres, a Subdivision of part of the South West quarter of Section 25, Township 42 Arvin, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded September 29, 1926 as documer. 9418840 in Cook County, Illinois.

Grantor presently assigns to Londer all of Grantor's right, title, and inspect in and to the Income from the Real Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Income and the Pursonal Property described below.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means William B. Doepke and Jane B. Doepke. The words "Borrower" and "Grantor" are used interchangeably in this Mortgage.

Grantor. The word "Grantor" means William B. Doepke and Jane B. Doepke. The words "Grantor" and "Borrower" are used interchangeably in this Mortgage. The Grantor is the mortgager under this Mortgage.

Improvements. The word "Improvements" means without limitation all existing and future buildings, structures, facilities, additions and similar construction on the Real Property.

Income. The word "Income" means all rents, revenues, income, issues, and profits from the Real Experty and the Personal Property.

Indebtedness. The word "indebtedness" means all principal and interest payable under the nota and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender, The word "Londer" means First American Bank. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation of assignments and security interest provisions relating to the Personal Property and Incomo.

Note. The word "Note" means that certain note or credit agreement dated 10-23-1986 in the original principal amount of \$4,950.73 from Borrower to Lender, together with all renewals of, extensions of, modifications of and substitutions for the note or agreement. The interest rate on the Note is 7.500%. The currently scheduled final payment of principal and interest on the Note will be due on or before us-21-1987.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Grantor, now or subsequently attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for any of such property, and together with all proceeds (including insurance proceeds and refunds of premiums) from any sale or other disposition of such property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include any promissory notes, loan agreements, guaranties, security agreements, and all other documents executed in connection with this Mortgage or the Indebtedness, whether now or hereafter existing.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF INCOME AND THE SECURITY INTEREST IN THE INCOME AND PERSONAL PROPERTY, IS GIVEN TO SECURE PAYMENT OF THE INDEBTEDNESS AND PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that its possession and use of the Property shall be governed by the following provisions:

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Possession and Use. Until in default, Granter may remain in possession and control of and operate and manage the Property and collect the Income from the Property.

Duty to Mulntain. Grantor shall maintain the Property in first class condition and proroptly perform all repairs and maintenance recessary to preserve its value.

Nulsance, Waste. Grantor shall neither conduct or permit any nulsance not commit or suffer any ship or waste on or to the Property or any portion thereof, including without limitation removal, or alienation by Grantor of the right to remove, any timber, minerals (including oil and gas), or soil, or gravel or rock products.

Removal of Improvements. Grantor shall not detroited or remove any Improvements from the Real Property without the prior written consent of Lender. Lender shall consent if Grantor makes arrangements satisfactory to Lender to replace any Improvements which Grantor proposes to remove with Improvement at least equal value.

Lender's Flight to Enter. Londor and its against and representatives may enter upon the Real Property at all reasonable times to attend to Londor's interests and to Import the Property.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use of our paney of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor than notified Londor in writing prior to doing so and Londor's interests in the Property are not concerted. Londor may require Grantor to post adequate security or surely bond (reasonably satisfactory to Londor) to protect Lundor's interest.

Duty to Protect. Crantor shall do ell-other acts, in addition to those acts set forth above in this section, that from the character and use of the Property and reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Londer may at its option, declare transdately due and physible all sums necessed by this Mortgage upon the sale or transfer of all or any part of the Real Property, without the Lender's prior written coment. A "sale or transfer" means the conveyance of real property or any right, title, or interest therein; whether loge! or equitable; whether voluntary or involuntary; by outlight sale; doed; installment sale contract; land contract; contract for doed; lensehold interest with a term greater than three years; lease-option contract; sale, assignment or transfer of any bonelicial interest in or to any land trust holding title to the Real Property; or any other method of conveyance of real property inferest. If Granter or any prospective transfers a property inferest. It Granter or any prospective transfers as would normally be required from a new loan applicant and may charge a regalar or assumption for not to exceed the amount of the loan for normally required from a new loan applicant.

TAXES AND LIENS.

Payment. Cranter shall pay when due belore they become deling and all taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all status for work done on or for services rendered or material furnished to the Property. Cranter shall maintain the Property free of all liens haves precity ever or equal to the interest of Londor under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise privided in the following paragraph.

Right To Contest. Crantor may withhold payment of any tax, assessment, or claim in connection with a good taith dispute over the obligation to pay, so long as Lander's interest in the Property is not joopardized. If a liter arises of a fixed as a result of compayment, Grantor shall within 15 days after the lien arises or, it a lien is filled, within 15 days after Grantor has notice of the lien, becare the discharge of the lien or deposit with Londor, cash or a sufficient corporate surely bond or other enculty satisfactory to Londor in an examt sufficient to discharge the lien plus any costs, afterneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend their and Londor and shall satisfy any adverse judgment before enforcement against the Property. Grantor shill many Londor as an additional obligor under any surely bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon domand furnish to Lunder evidence of payment of the taxes of accountries and shall authorize the appropriate country official to deliver to Lunder at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Granter shall notify Lender at least 15 days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if a construction lieu could be asserted on account of the work, services, or materials and the cost exceeds \$10,000.00. Granter will on request furnish to Lender advance assurances satisfactory to Lender that Granter can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE.

Maintenance of Insurance. Granter shall procure and maintain policies of fire insurance with standard extended coverage enforcements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause and with a standard mortgagee clause in layer of Londor. In no event shall the insurance be in an amount less than \$4,050.75. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Londor. Granter shall deliver to Londor certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Londor.

Application of Proceeds. Granter shall promptly notify Landar of any loss or damage to the Property. Landar may make proof of loss if Granter fails to do so within 15 days of the casually. Landar may, at its election, apply the proceeds to the induction of the inductions of the induction of the induction of the induction of the inductions. It can be induced any proceeds after payment in tell of the indebtedness. If Landar holds any proceeds after payment in tell of the indebtedness, such proceeds shall be paid to Granter.

Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pase to, the purchaser of the Property covered by this Mortgage at any trustoo's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

EXPENDITURES BY LENDER. If Granter fails to comply with any provision of this Mertgage or if any action or proceeding is commenced that would materially affect London's interests in the Property, London may, at its option, on Granter's behalf take the required action and any amount that it expends in so doing shall be added to the Indebtodness. Amounts so added shall be payable on demand with interest from the date of expanditure until paid at the Note rate. The rights provided for in this section shall be in addition to any other rights or any remedies to which London may be callified on account of the default. By taking the required action, London shall not cure the default so as to bar it from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE.

Title. Granter warrants that it holds merchantable title to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in any policy of title insurance issued in favor of, and accepted by, Londer in connection with this Mortgage.

Defense of Title. Subject to the exception in the paragraph above, Granter watrants and will torover defend the title to the Property against the lawful ciaims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lendar under this Morrgage, Grantor shall defend the action at its expense. Granter may be the nominal party in such proceeding but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Granter will deliver, or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.

Compliance With Laws. Granter warrants that its use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION.

Application of Net Proceeds. If all or any part of the Property is condomined, Londer may at its election require that all or any part of the net proceeds of the award be applied to the Indebtedness. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and atterneys' fees necessarily paid or incurred by Granter, or Lender in convection with the condemnation.

Proceedings. If any proceedings in condemnation are filled, Grantor shall promptly notify Lender in writing and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Granter may be the nominal party in such proceeding but Londer shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered. to Londer such Instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAX BY STATE.

State Taxes Covered. The following anni constitute state taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtudross secured by this Mortgage; (b) a specific lax on any Granter which the taxpayor is authorized or required to deduct from payments on the Industrations secured by this type of Mortgage; (c) is tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d), a specific tax on all or any porter of the indebtedness or on payments of principal and interest made by any Granter.

Remedies. If any state tax to which this section applies by conclud subsequent to the date of this Mortgage, this event shall have the same effect as a default, and Londer may exercise any or all of the remedies available to it in the event of a default unless the following conditions are most: (a) Grantor may lawfully pay the tex or charge imposed by the "this tax; and (b). Grantor pays or offers to pay the tex or charge within 30 days after notice from Londor that the tax law has been enacted.

SECURITY AGREEMENT: FINANCING STATEMENTS.

Security Agreement. This instrument shall consultute a security agreement to the extent any of the Property constitutes distures or other personal property, and Londor shall have all of the rights of a secured party under the illinois Unitern Convincial Code.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Londor's security interest in the Income and Personal Freporty. Granter hereby appoints Londor as Granter's atterney in fact for the purpose of executing any documents necessary to perfect or continue the security interest granted in the income and Personal Property. Lender may, at any time and without further authorization from Granter, file copies or reproductions of this Mortgage as a financing statement. Granter will reimburse Lander for all expenses incurred in perfecting or continuing this security interest. Upon default, Granter shall assemble the Personal Property and make it available to Lender within three days after receipt of written demand from Lander.

Addresses. The mailing address of Granter (debter) and the mailing address of Lender (see tred party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Illinois Uniform Compecial Code) are as stated on the first page of this Mortgago

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the oblications imposed upon Grantor under this Mortgage and the Note, Lunder shall execute and deliver to Granter a cultable salisfaction of this Mortgage and suitable statements of termination of any transiting statement on the evidencing Lander's neculty interest in the Income and the Personal Property. Structor will pay, if permitted by applicable law, any reasonable termination fee an determined by Lander from time to time.

DEFAULT. The following shall constitute events of default:

Default on Indebtedness. Borrower fails to make any payment when due on the Indebtedness.

Default on Other Payments. Fallium of Grantor within the time required by this Mortgage to make any payment for tixes or insurance, or for any other payment necessary to prevent filling of or to offect decharge of any lien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents. If such a failure is curable and if Granter has not been given a notice of a breach of the same provision of this Mortgage within the precording 12 months, it may be cured (and no event of default will have occurred) if Granter, after receiving written notice from Lender domanding cure of such fallure: (a) cures the failure within 15 days; or (b) if the cure requires more than 15 days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or furnished to Londor by or on bohalf of Grantor under this Mortgage, the Note or the Related Documents to, or at the time made or furnished was, take in any material respect.

Termination of Existence. The death of any Grantor (it Grantor is an Individual), insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the communicament of any proceeding under any banktuptcy or insolvency laws by or against Granter, or the dissolution or technication of Granter's existence as a going business (if Granter is a business).

Foregloaure, etc. Comminicoment of foregloaure, whether by judicial proceeding, self-help, separation or any other method, by any creditor of Quartor arguinst any of the Property, however this subsection shall not apply in the event of a good failful dispute by Granior anto the validity of reasonableness of the claim which is the basis of the foreclosure, provided that Granter gives Lander written notice of such claim and furnishes reserves or a surely bond for the claim satisfactory to Lunder

Leasehold Default. If the interest of Granter in the Property is a leasehold interest, any default by Granter under the terms of the lease, or any other event (whether or not the fault of Grantor) that results in the termination of Grantor's loss shold rights.

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Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Londer that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Insecurity. If Lander in good faith deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any event of default and at any time thereafter, Londor may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness Immediately due and payable, including any prepayment penalty which Granter would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Illinois Uniform Commercial Code.

Collect Income. Lender shall have the right, without notice to Granter, to take possession of the Property and collect the Income, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the income is collected by Lender, then Grantor Irravocably during ates Londor as Grantor's attorney in fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and reliect the proceeds. Payments by tonants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall lieve the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property to prorate the Property preceding foreclosure or sale, and to collect the Income from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver stall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount, Employment by Lender shall not disqually a person from serving as a receiver.

Judicial Foreclosure. Londer may obtain a judicial Jecree foreclosing Grantor's interest in all or any part of the Proporty.

Nonjudicial Sale. If permitted by applicable law, Lendar may foreclose Grantor's Interest in all or any part of the Personal Property or the Real Property by nonjudicial sale.

Deficiency Judgment. If permitted by applicable law, Londor may obtain a judgment for any deficiency remaining in the Indebtedness due to Londor after application of all amounts received from the exercise of the lights provided in this section.

Tenancy at Will. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall bucome a tenant at will of Lender or the purchaser of the Property and shall pay while in possession a reasonable rental for use of the Property.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or by law.

Sale of the Property. In exercising its rights and remodies, Lender shall be tree to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lander shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Responsible notice shall mean notice given at least 10 days before the time of the sale or disposition.

Walver; Election of Remedies. A walver by any party of a broach of a provision of this monogene shall not constitute a walver of or prejudice the party's rights otherwise to domand strict compliance with that provision or any other provision. Section by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Granter under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its reme lies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this No igage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys loss at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until report at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, London's attriney fees and legal expenses whather or not there is a lawsuit, including atterneys' fees for bankruptcy proceedings (including efforts to modify or vacate ar.y a itematic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any Notice of Default and any Notice of Sale to Granter, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective on the third day after being deposited as either first class mall, registered or certified mail, postage propaid, directed to the addresses shown at the top of page 1. Any party may change its address for notices by written notice to the other parties. Lender requests that copies of notices of foreclosure from the holder of any iten which has priority over this Mortgage be sent to London's address, as set forth at the top of page 1.

MISCELLANEOUS PROVISIONS. The following provision are a part of this Mortgage:

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grunter's interest, and subject to the provisions of applicable 📆 law with respect to successor trustees, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If thw with respect to successor trustees, this Mortgage shall be binding upon and mile to the benefit of the Property becomes vested in a person other than Granter, Lender, without notice to Granter, may deal with Granter's successors with reference to this Mortgage and the Indebtodness by way of forbearance or extension without releasing Granter from the obligations of this Mortgage. or linbility under the Indebtedness.

Applicable Law. This Mortgage has been delivered to Lunder in the State of Illinois. The law of that state shall be applicable for the purpose of construing and determining the validity of this Mortgage and, to the folial extent permitted by the law of any state in which any of the Property is located, determining the rights and remedies of Lunder on default. The law of the State of Illineis shall control whether the Property may be sold without judicial foreclosure

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Time of Essence. Time is of the assence of this Mortgage.

Watver of Homestead Exemption. Grantor hereby releases and walves the benefit of the homestead exemption as to all indebtedness secured by this Mortgage.

Merger. There shall be no merger of the interest or estate crinited by this Mortgage with any other interest or estate in the Property at any time hold by or for the benefit of Lender in any capacity, without the written consent of Lender.

Amendment. No alteration or amendment of this Mortgage or the Note shall be effective unless in writing and signed by the parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Morigage are for convenience purposes only and are not to be used to interpret or define the provisions of this Morigage.

Saverability. The unenforceability or invalidity of any provision or provisions of this Mortgage as to any persons or dicumstances shall not render that provision or those provisions unenforceable or invalid as to any other persons or dicumstances, and all provisions of this Mortgage, in all other respects, shall remain valid and enforceable.

Multiple Parties. If Granter (including any and all Borrowers executing this Mortgage) consists of more than one person or untity, all obligations of Grantor under this Morgana shall be joint and several, and all references to Grantor shall mean each and every Grantor. EACH BRANTOR ACKNOWLEDGES IT HAS FEAD ALL OF THE PROVISIONS OF THIS MORTGAGE AND EACH GRANTOR AGREES TO ITS TERMS. William B. Doopko Mascort First American Bank This Mortgage prepared by: 4949 01d Orchard Road 00077Skokle, IL INDIVIDUAL ACKNOWLEDGMENT HLLINOIS STATE OF COOK **COUNTY OF** On this day before me, the undersigned Notary Public, personally appeared. William & Loepke and Jane B. Doepke to me known to be the individuals described in and who executed the Mortgage and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned. day of Given under my hand, and official segi this Residing at Ву OFFICIAL SEAL Notary Public in and for the State of My commission expires ATULEEN. Ver. 2.11 (c) 1986 by CFI Bankers Service Group, Inc. All rights reserved. LASER PRO (th) Natary Jublic, State of Illinois My Commission Expires 5-23-90

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