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MORTGAGE

19 86 The moriging or is BARBARA A. MARTINIE, DIV. NOT REMARR. THIS MORTOADE ("Security Instrument") is given on JANUARY 31

("Borrower"), This Security Instrument is given to GARY-WHEATON BANK

end whose address is

("Lender").

THE STATE OF ILLINOIS

WHEATON, ILLINOIS **LBT09** JSO EPET MEET PV IN THE LIPE I WE TO THE SERVE OF

EIKLA EICHL THOUSTO ONE HUNDRED AND NO/100---

88 T. 100 and Adentis avidenced by Borrower's note Policia (U.S. S.

dated the same date as this Security last come? ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FBB Roll X 1, 2016

the Mote. For this purpose, Borrower does hereby mongrade, grant and convey to Lender the following described property Security Instrument; and (c) the performance of Bor own's covenants and agreements under this Security Instrument and modifications; (b) the payment of all other aums, with interest, advanced under paragraph 7 to protect the security of this accures to Lender: (a) the repayment of the debi syldenced by the Note, with interest, and all renewals, extensions and

THE THIRD PRINCIPAL MERIDIAN AS PEW PLAT OF SUBDIVISION RECORDED PARCEL 1: LOT 2 IN BLOCK 29 IN THE TRAILS UNIT 3, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 SECTION 35, TAWNSHIP 41 NORTH, RANGE 10 EAST OF 1 ni bola

Openin CREATED BY THE GRANT OF EASEMENT RECORDED AT DOCUMENT 22223915, ALL IN AS CREATED BY GRANT OF EASEMENT RECORDED AS DOCUMENT 21992274 AND AS CREATED BY GRANT OVER OUT LOTS A, B, AND C FOR INGRESS AND EGRESS ARECEL 2; EASEMENT 22176580 TO COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS.

0-0-E RE-RECORDED TO REFLECT ADDITION OF PUD RIDER

-110-618-58-19 200-21E-5E-70

To searbba ant eart doinw

(CIA) ROSELLE ("Property Address"); 499 COUMAY BAY

(Sip Code)

-860-218-86-60

190-612-Se-60

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appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or bereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." TOURTHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. BORROWER COVENAITS that Borrower is lawfully seised of the estate hereby conveyed and has the right to

limited variations by jurisdiction to constitute a uniform security instrument covering real property. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

Form 3014 12/83 98.81

ILLINOIS-Single Family-FMMA/FHEME

ESP ROWSELF, MICH CLEMENS, MICHIGAN 48040 - (313) 292 4700

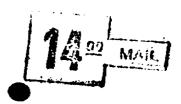
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Borrower and Leader further tovenant and as Non-Uniform Covi 19. Acceleration: Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence. 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 22, Waive of Homestead. Borrower waives all right of homestead exemption in the Property. 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covinants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)] 2-4 Family Rider Adjustable Kats Rider [] Condominium Rider Graduated Paymen, Pider X Planned Unit Development Rider Other(s) [specify] BAM By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by I forrower and recorded with it. Barbara A. Martínie (Seal)
BARBARA A. MARTINIE/DIV. NOT REMARR. (Seal) Borrowe (Seal) -Borrowei 11 #8:8/ 35 18 90 Cook STATE OF ILLINOIS. County ss: the undersigned , a Notary Public in and for said county and state, I. do hereby certify that BARBARA A. MARTINIE, DIV. NOT REMARR. -25-5 , personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Len free and voluntary act, for the uses and purposes therein signed and delivered the said instrument as set forth. Given under my hand and official seal, this My Commission expires: My Commission Expires Mar. 29, 1989
PREPARED BY: SANDY KOWAL 60187 WHEATON, IL

RECORD AND RETURN TO:

GARY-WHEATON BANK 120 EAST WESLEY 60187 WHEATON, ILLINOIS



requesting payment.

the date of disbursement at the Note rate and shall be payable, with micrest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from kidl becomes a second to idea langitible amount links a figure and the countries and in the countries of the

in the Property. Lender's actions may include paying any sums secured by a fien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph? Lender does not have to do so. regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Pender's rights in the Property (such as a proceeding in hankrupicy, probace, for condennation or to enforce laws or coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

fee title shall not merge unless Lender agrees to the merger in writing.

change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower adultes fee title to the Property, the leasehold and 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially:

Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and recoceds resulting postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given.

the Property or to pay sums secured by this Security Instrument, whether or not then due. The oft-day period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore restoration or repair is not economically seasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender the insurance carrier has afforcing the solids. of the Property damaged, if the restoration or repair is economically feasible and Lendre's security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceed a shall be applied to restoration or repair

carrier and Lender. Lender may make proof of loss if not made promptly by Borrance. all receipts of paid premiums and renewal notices. In the event of loss, Bore wer shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender riqui es, Borrower shall promptly give to Lender At insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage chause.

unreasonably withheld.

requires insurance. This insurance shall be maintained in the arthunts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Born wer subject to Lender's approval which shall not be insured against loss by fire, hazards included within the term "Extended coverage" and any other hazards for which Lender 2. Hazard Insurance. Borrower shall keep the in projements now existing or hereafter erected on the Property

of the giving of notice.

the Property is subject to a fien which may aften beforehy over this Security Instrument, Lender uses give Borrower at Only after the New Troise Meditaling in a new within 10 days. prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the hen an agreement of the holder of the hen an Borrower shall prompily discharge at y lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation ecsured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operator

receipts evidencing the payments.

to be paid under this paragraph. If Box ower makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the person swed payment. Borrower shall promptly furnish to Lender all notices of amounts 4. Chargest Liens, Lorrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligatio is in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall be an in the manner of amounts.

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and has, to principal due.

application as a credit against the sums secured by this Security Instrument.

3. Application 4. Particles of the sums secured by this Security Instrument.

3. Application 4. In the sums of the sums of the sum of the sum

than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any Funds here by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later

Upon the mean in full of all sums secured by this Security Instrument, Lender shall prompily refund to Borrower

amount of the Funds held by Lender is not sufficient to pay the eserow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Horrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. I ender Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest and on the lands. Unless an agreement is made or applicable law Lender may not charge for holding and applying the Funds, analysing the account or verifying the eseron, items, unless state agency (including Lender if Lender is such an institution). Lender shall apply the Punds to pay the escrow nems. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

ensis of current data and reasonable estimates of future escrowitems

mortgage msurance premiums, if any. These items are called "eserow items." Lender may estimate the Funds due on the leasehold negments or ground rents on the Property, if any; (c) yearly luxard insurance premiums, and (d) yearly one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Uniform Covinabal and Interest; Prepayment and rate Charges. Bore Borrower shall promptly pay when due



If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or attle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Fot Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amo dization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy

shall not be a waiver of or preclude the eyer use of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the ferins of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (a) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a

partial prepayment without any prepayment charge under the Note.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security trist-timent and may invoke any remedics permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal av. and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security II strument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instructer to the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Insurant and the

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

PLINDENT DEVELOPMENT RIVER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 31ST day of JANUARY , 1986, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to GARY~WHEATON BANK

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

499 CONWAY BAY, ROSELLE, ILLINOIS 60172

(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain, common areas and facilities, as described in PARCEL 1: LOT 2 IN BLOCK 29 IN THE TRAILS UNIT 3, BRING A SUBDIVISION IN THE SOUTH WEST 1/4 SECTION 35, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PARCEL 2: EASEMENT OVER OUT LOTS A, B AND C FOR INGRESS AND EGRESS AS CREATED BY GRANT OF EASEMENT IN COOK COUNTY, IL. (the "Declaration"). The Property is a part of a planned unit development known as

THE TRAILS

[Name or Planned Unit Development]

(the "PUD"). The 2reperty also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS Is addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. PUD Obligations. Parrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Zovenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance of the Property; and
- (ii) Borrower's obligation under Uniform Cover and 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy

In the event of a distribution of hazard insurance proceeds in fieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds provide to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct (ryonsequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform (5) enant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination of the blue in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or employed domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for 'ne express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owner Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to I ender.
- F. Remedies, If Borrower does not pay PUD dues and assessments when due, then Lender may pay them only amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Second Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the disport disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Barbara Q. Martinie, (Scal)
BARBARA A. MARTINIE
DIVORCED NOT REMARRIED

(Scal)

(Seal)

UNOFFICIAL COPY

Property of Cook County Clark's Office