681.64231

- (Spars Abave This Line for Recording Data)

## MORTGAGE

1.0AN NO.: 613051-2

THIS MORTOAGE ("Security Instrument") is given on APRIL 15 The worlgagor is SKOKIE TRUST AND BAVINGS BANK N/K/A COLE TAYLOR BANK/SKOKIE AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 00, 1984 AND KNOWN AS TRUST NUMBER 95-200

("Bottower"). This so suffly instrument is given in COLE TAYLOR BANK/FORD CITY

which is organized and existing under the laws of THE STATE OF ILLINOIS

, nitd whose address is

7601 BOUTH CICEPS AVENUE CHICAGO, ILLINOIS 60652

("Lender").

Harrower awes Lender the principal sum of BIXTY FIVE TROUBAND AND NO/100

Dollars (U.S. \$ ). This debt is evidenced by Borrower's note 65,000.00 dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, ill not paid earlier, due and payable on MAY 1 2003 paid earlier, due and payable on MAY 1 2003. This Security Instrument secures to Lender: (a) the repayment of the grov evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sum: with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Eq rower's covernants and agreements under this Security Instrument and the blote. For this purpose, Durrower does hereby more and, grant and convey to Lender the following described property

Incated in

COOK

LOT 35 IN BLOCK 1 IN A. A. LEWIS DEMPSTER TERMINAL SQUARE SECOND ADDITION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE HORTHEAST 1/4 OF SECTION 21 TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINO1S.

661,64231.

10-21-210-013

which has the address of 4039 WEST GREENLEAF

SKOKIE

Illinois

60077 12:0 Cedal

("Property Address");

Toon tink With all the improvements now or hereafter erected on the property, and all essements, rights, uldanismances reales coduplies influerul all any bus riblite and biodies water riblite and etuck and all grances now be becenfier a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the Europolug is referred to in this Security Instrument as the "Property."

HURRANNER COVERANTS that Burrawer is lawfully selsed of the estate licitly conveyed and has the right to mortgage, grant and convey the Property and that the Property is menerombered, except for recombrances of record, florencer warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SPECIALLY DISTRUSIONE combines uniform covenants for uniform use and non-uniform covenants with limited variations by Jurisdiction to constitute a uniform security instrument covering real property.

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## **UNOFFICIAL COPY**

I Committee to the

Property of Cook County Clerk's Office

; . . . . .

Borrower and Lander covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 one-twelfth of. (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (v) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These Items are called "escrow items." Leader may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Leader if Leader is such an institution). Leader shall apply the Funds to pay the escrow items, Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Dorrower Interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Dorrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or entrings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied. I art, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Chargest Lieux. Borrower 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. Dorrower shall pay these obligations in the plant or provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Dorrower makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any lier which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secu, of by the lien in 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 Londer's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements how existing or herenfter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance corrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and along helude a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Parrayer shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Horrower shall place prompt notice to the insurance

currier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Dorrower 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 the payments. If under paragraph 19 the Property is acquired by Lander, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

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

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

7. Protection of Lender's Rights in the Property: Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in hankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien 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 7, Lender does not have to do so.

Any amounts disbursed by Leader under this paragraph 7 shall become additional nebr of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

raquesting payment.

## **UNOFFICIAL COPY**

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

shall give Borrower notice at the time of ar 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 ficu of condemnation, are hereby

assigned and shall be pald 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 thorrower that the condemnor offers to make an award or settle 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, whother or not then due.

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

10. Borrower No' Released; Forhearance 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. I ender shall not be required to each neare proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization 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 extremed of any right or remedy.

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

11. Successors and Assigns Bound; doint 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 ex-st ning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) zerces 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 Chargos. 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 of other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) was such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sumarized 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 reduce s principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

paragraph 17.

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 w 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.

in this paragraph.

18. Governing Law: Sovernhillty. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

16. Harrower'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 Leuder'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 Dorrower 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 Darrower must pay all soms secured by this Security Instrument. If Borrower falls 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 Durrower.

18. Horrower'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 partier 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 flen 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 continue unchanged. Upon reinstatement by Borrower, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

Non-Uniform Co

19. Acceleration: Remedies, Lender shall give notice to Borrower prior to acceleration following Borzo er s breach of any covenant or agreement in this Security Instrument that 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 10 days from the date the notice is given to Borrower, by which the default must be cared; 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 florrower to acceleration and foreclosure. If the default is not cured on or

| this Security Instrument without furt Lender shall be entitled to collect all esbut not limited to, reasonable attorneys 20. Lender in Possessian. Upon prior to the expiration of any period c appointed receiver's shall be entitled to the Property including those past due, a costs of management of the Property a receiver's bonds and reasonable attorne 21. Release, Upon payment of Instrument without charge to Borrower 22. Walver of Homestead, Borro 23. Ride s to this Security Instrument, the covenants | ther demand and may forcelose this Sec<br>expenses incurred in pursuing the remedies<br>of fees and costs of title evidence,<br>a acceleration under paragraph 19 or abai<br>of redemption following judicial sale, Lei<br>enter upon, take possession of and mana<br>Any rents collected by f.ender or the recei<br>and collection of rents, including, but no<br>ys' fees, and then to the sums secured by that<br>all sums secured by this Security Instru-<br>re. Borrower shall pay any recordation cost<br>ower waives all right of homestead exempt<br>fument, If one or more riders are executed<br>and agreements of each such rider shall<br>needs of this Security Instrument as if | ment, Lender shall release this Security 5.  |
|--|--|--|
| Adjustable Kate Rider  | Condominium Rider  | XXX 2-4 Family Rider   |
| Graduated Payment Rider  | [] Planned Unit Development F  | lider  |
| Other(s) [specify]   |  |  |
| Instrument and in any rider(s) executed take trust & Saving - executed the least of an any art trusted, pursuant to the arrowned to the least ment dated   | SKOKIE TRUST COLE TAYLOR B TRUSTAGREENE 1984 AND KNOW COLETATION COUNTY  | AND SAVINGS BANK N/K/A-Borrower ANK/SKOKIE AS TRUSTEE UNDER NT. DATED NOVEMBER 08,(Seal) N AS TRUST NUMBER 95-200" |
| do hereby certify that   |  | Public in and for said county and state. USSISTAND Trust Diffice   |
| e Charleen Johnson That Operations 14 subscribed to the foregoing instrumen  | personally known to me to be the same and anager.  at, appeared before me this day in personal.  | erson(s) whose name(s)   |
| signed and delivered the said instrume   | ent as h. 1.5 free and voluntar  | y act, for the uses and purposes therein .   |
| set forth.   |  | · · · ·  |
|  | 1.7  |  |

My Commission expires: Many Judith World

PREPARED BY: CARLA SMITH

CHICAGO, IL 60652

RECORD AND RETURN TO:

7all to: Solls

COLE TAYLOR BANK/FORD CITY 7601 SOUTH CICERO AVENUE CHICAGO, ILLINOIS 60652

OPPICIAL SEAL MARY JUDITH WOHLBRANDT

NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. NOV.14,1991

## **UNOFFICIAL COPY**

Property of Coop County Clerk's Office

Mark Tariga - Sagar Shared - Santaga - Sagar elmann no meng tine 19 ye eruk j Jeel El Vak (C. Monsherma yek

(the "Lender")

(Scal) Borrower

(Scal) Borrower

(Scal) ·Borrower

Trust Operations Manager

forceable against said Bank under this instrument.

SKOKIE TRUST AND SAVINGS BANK N/K/A

SKOKIE TRUST & SAVINGS executes this instrument not personally

and may not be held hable in its in is and capacity in any way

bereunder. Each taker and holder of this instrument by acceptance

most stated 1/8-84 and known to count to. 95-200

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TRUST AGREEMENT DATED NOVEMBER 08

AND KNOWN AS TRUST NUMBER 95-200

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as lineler

THIS 101 FASHLY RIDER is made this 15TH day of APRIL . 19 Oa. 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 COLE TAYLOR BANK/FORD CITY (the "Lender")

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

4839 WEST GREENLEAF, SKOKIE, III, INOIS 50077

10-21-218-013

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. USE OF PROPERTY: COMPLIANCE WITH LAW, Borrower shall not seek, agree to or make a change in the use of the Property or his zoning classification, unless Londor has agreed in writing to the change. Borrower thall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORPINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS INSURANCE, Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance Is equired by Uniform Covenant 5.
  - D. "BORROWER'S SIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF MASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all accurity deposits mad. In connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or termi face the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" If the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Porrower unconditionally assigns and transfers to Lender all the tents and revenues of the Property. Dorrower authorizes Lend'er of Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Conder or Londer's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreen en in the Security Instrument, Borrower shall collect and receive all tents and revenues of the Property as trustee for the ben-fit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for auditional security only.

If Lender gives notice of breach to Dorrower: (i) all roots received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (II) Lender shall be entitled to collect and receive all of the rents of the Property; and this rach tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to de tenant.

Borrower has not executed any prior assignment of the reas and has not and will not perform any act that would

prevent Lender from exercising its rights under this purngraph F.

Lender shall not be required to enter upon, take control of or mairtain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or temedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Society Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any lote or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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T#1111 TRAN 9214 94/20/88 12:59:00

23D - 67 (9709)

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DEPT-01 RECORDING

MULDSTATE 1-4 PAMILY NIDEN - Fannie Mas/Fraddie Mac Unitorn Instrument

Property of Cook County Clark's Office