

# UNOFFICIAL COPY

REAL BUSINESS FORMS 312-344-8500

## MORTGAGE

88194235

THIS INDENTURE WITNESSETH: That the undersigned \_\_\_\_\_

FIRST ILLINOIS BANK OF LAGRANGE

a corporation organized and existing under the laws of the STATE of ILLINOIS

not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated FEBRUARY 11, 1988

and known as trust number 8975 hereinafter referred to as the Mortgagor, does hereby Mortgage to

**BROOKFIELD FEDERAL BANK FOR SAVINGS**

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA hereinafter

referred to as the Mortgagee, the following real estate, situated in the County of COOK in the State of Illinois, to wit:

**SPE RIDER ATTACHED HERETO AND MADE A PART HEREOF:**

**PARCEL 1:**

LOTS 286, 287, 288 AND 289 IN HILLSIDE GARDENS SUBDIVISION, LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, AURORA AND ELGIN RAILROAD IN THE WEST 1/2 OF THE FRACTIONAL SOUTH WEST 1/4 SOUTH OF THE INDIAN BOUNDARY LINE, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOT THIRTEEN (13) IN BLOCK SEVEN (7) IN WESTCOTT'S TURNER PARK SUBDIVISION BEING THAT PART OF THE SOUTHEAST QUARTER (1/4) OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF GRAND AVENUE (EXCEPT THE WEST 10 CHAINS THEREOF), IN COOK COUNTY, ILLINOIS.

✓ PERMANENT TAX NUMBERS: 15-08-319-058 (PARCEL 1) / 12-26-403-019 (PARCEL 2)  
PROPERTY ADDRESSES: 505-511 NORTH WOLF RD., HILLSTOE, ILLINOIS 60162 (PARCEL 1)  
8256 W. GRAND AVE., RIVER GROVE, ILLINOIS 60171 (PARCEL 2)

88194235

relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed pursuant to a decree, or closing the lien hereof, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith, in the sum of ONE HUNDRED THIRTY TWO THOUSAND AND NO/100 Dollars (\$132,000.00)

which note together with interest thereon as provided by said note, is payable ~~XXXXXX~~ initial monthly installments of ONE THOUSAND ONE HUNDRED FIFTY THREE AND 28/100 DOLLARS (\$1,153.28)

on the FIRST day of each month, commencing with MAY 1, 1988 ~~XXXXXX~~ subject to change in accordance with provisions contained in said Note with the entire amount of principal and interest then due to be paid in full on or before APRIL 1, 2013.

✓ THIS INSTRUMENT WAS PREPARED BY  
ROBERT V. HLADIK  
9009 OGDEN AVENUE  
BROOKFIELD, ILLINOIS 60513

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances but not to exceed the amount of the original indebtedness secured herein as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

88194235

82104018

UNOFFICIAL COPY

DEFT-01

\$18.00

T#4444 TRAN 2327 05/06/86 11:20:00

#1997 # D \* 00 - 194235

COOK COUNTY RECORDER

Box 20

# MORTGAGE

FIRST ILLINOIS BANK OF LAGRANGE, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 11, 1988 AND KNOWN AS TRUST NUMBER 8975.

505-511 NORTH WOLF RD., HILLSIDE, IL. 60162

&

8256 W. GRAND AVE., RIVER GROVE, IL. 60171

to

BROOKFIELD FEDERAL BANK  
FOR SAVINGS  
9009 OGDEN AVENUE  
BROOKFIELD, ILLINOIS 60513

MAIL TO:

BROOKFIELD FEDERAL BANK  
FOR SAVINGS  
9009 OGDEN AVENUE  
BROOKFIELD, ILLINOIS 60513

53216188

1997-05-06 11:20:00

Office

Loan No. \_\_\_\_\_

44 30

\$18.00

MORTGAGE

8210410038

ALL RIGHTS RESERVED © 2013

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or originally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter erected thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, shades, storm doors and window, floor coverings, screen doors, in-a-door-beds, awnings, sofas and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is in writing or verbal, and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits on a party with said real estate and not secondarily; and each pledge shall not be deemed merged in a new development decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the aforesaid rents, issues and profits, together with the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed desirable to it, terminate or modify existing or future leases, collect said rents, issues and profits and pay the same when earned and use such moneys as he or she may deem proper to or for the collection thereof, employ, retaining agencies or other employees, after or repair said premises, buy furnishings and equipment therefor, when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money, necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income thereon which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorneys' fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency, in the proceeds of sale, if any, whether there be a decree in personam therefor or not. However all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial unsecured debt in performance of the Mortgagee's agreement herein, the Mortgagee, on its (a) sole discretion, shall relinquish possession and pay to Mortgagee any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed is issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagee does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagee to the Mortgagee evidenced by a note made by the Mortgagee in favor of the Mortgagee, bearing even date herewith, in the sum of

ONE HUNDRED THIRTY TWO THOUSAND AND NO/100 Dollars (\$132,000.00)

which note together with interest thereon as provided by said note, is payable ~~XXXXXXXXXXXXXXXXXXXX~~ monthly installments of ONE THOUSAND ONE HUNDRED FIFTY THREE AND 28/100 DOLLARS (\$1,153.28)

on the FIRST day of each month, commencing with MAY 1, 1988 ~~XXXXXXXXXXXXXXXXXXXX~~ subject to change in accordance with provisions contained in said Note with the entire amount of principal and interest then due to be paid in full on or before APRIL 1, 2013.

THIS INSTRUMENT WAS PREPARED BY ROBERT V. HLEBICK 9009 OGDEN AVENUE BROOKFIELD, ILLINOIS 60513

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12)th of the unpaid principal amount of the original principal and other charges upon the mortgage and prepayment penalties, assessments, insurance premiums and other charges secured herein as hereinafter provided and to secure the performance of the other agreements herein contained.

8210410038

TO SECURE the payment of a certain indebtedness from the Mortgagee to the Mortgagee evidenced by a note made by the Mortgagee in favor of the Mortgagee, bearing even date herewith, in the sum of

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\$18.00

UNOFFICIAL COPY

Box 20

**MORTGAGE**

FIRST ILLINOIS BANK OF LAGRANGE, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 11, 1988 AND KNOWN AS TRUST NUMBER 8975.

505-511 NORTH WOLF RD., HILLSIDE, IL. 60162

8256 N. GRAND AVE., RIVER GROVE, IL. 60171

to

BROOKFIELD FEDERAL BANK FOR SAVINGS  
9009 OGDEN AVENUE  
BROOKFIELD, ILLINOIS 60513

MAIL TO:

BROOKFIELD FEDERAL BANK FOR SAVINGS  
9019 OGDEN AVENUE  
BROOKFIELD, ILLINOIS 60513

88191235

67 30

Loan No.

Property of Cook County Clerk's Office

88-194235

DEPT 01  
FROM 2327 55/06/88 14:29:00  
#1997 # D \* 88-194235  
COOK COUNTY RECORDER

\$18.00



UNOFFICIAL COPY

(7) This mortgage is executed by FIRST ILLINOIS BANK OF LAGRANGE not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said FIRST ILLINOIS BANK OF LAGRANGE hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein or in said note, contained, shall be construed as creating any liability on the part of FIRST ILLINOIS BANK OF LAGRANGE, either individually or as Trustee aforesaid, for the payment of the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming under this instrument hereunder, and that so far as FIRST ILLINOIS BANK OF LAGRANGE, either individually or as Trustee aforesaid, its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness secured by said note shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein provided or by action to enforce the personal liability of the guarantor, if any.

(8) THE MORTGAGOR, AS CORPORATE TRUSTEE, HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGEMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS TRUST DEED OR MORTGAGE AND HEREBY WARRANTS THAT IT POSSESSES FULL POWER AND AUTHORITY TO WAIVE ITS RIGHTS OF REDEMPTION AS SUCH TRUSTEE.

(9) RESTRICTIONS ON TRANSFER. It shall be an immediate Event of Default and default hereunder if, without the prior written consent of the Mortgagee:

- (a) The Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof, or interest therein.
- (b) Any beneficiary of the Mortgage, if the Mortgagor is a Trustee, shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of such beneficiary's beneficial interest in the Mortgage.
- (c) Any shareholder of the Mortgagor, if the Mortgagor is a corporation shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any such shareholder's shares in the Mortgagor.
- (d) Any partner or joint venturer, if the Mortgagor is a partnership or joint venture, shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any part of the partnership or joint venture interest, as the case may be, of such partner or joint venturer in the Mortgagor.

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, that the foregoing provisions of this Section 9 shall not apply (i) to liens securing the Indebtedness Hereby Secured, (ii) to the lien of current taxes and assessments not in default or (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interest as the case may be, in the Mortgagor by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committee. The provisions of this Section 9 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the Premises, or such beneficial interest in, share of stock of or partnership or joint venture interest in the Mortgagor.

SEE COMMERCIAL LOAN RIDER ATTACHED HERETO AND MADE A PART HEREOF:

IN WITNESS WHEREOF, FIRST ILLINOIS BANK OF LAGRANGE not personally but as Trustee as aforesaid, has caused these presents to be signed by its Land Trust Officer ~~President~~ and its corporate seal to be hereunto affixed and attested by its Trust Officer ~~Secretary~~, this 5th day of April, A.D. 19 88.

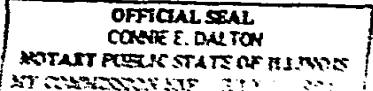
ATTEST: FIRST ILLINOIS BANK OF LAGRANGE Trustee as aforesaid. By Ruth Reid Land Trust Officer

STATE OF ILLINOIS SS. COUNTY OF Cook

I, the undersigned a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT Ruth Reid, Land Trust Officer ~~President~~ of FIRST ILLINOIS BANK OF LA GRANGE ~~Trust Officer~~ and Maureen A. Rafa, Trust Officer ~~Secretary~~ of said corporation, ~~Trust Officer~~

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Trust Officer ~~Secretary~~, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Trust Officer ~~Secretary~~ then and there acknowledged that she as custodian of the corporate seal of said corporation, did affix said seal to said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 5th day of April, A.D. 19 88.



Connie E. Dalton Notary Public

88191235

## COMMERCIAL LOAN RIDER

### (10) FINANCIAL STATEMENTS:

The Mortgagor will, within (90) days after the end of each fiscal year of Mortgagor furnish to the Mortgagee at the place where interest thereon is then payable, financial and operating statements of the Premises for such fiscal year, accompanied by a rent roll in substance and form satisfactory to Mortgagee specifying the name of each tenant in occupancy, the number of square feet leased, if applicable, and the annual rental of each such tenant of the Premises, all in reasonable detail and in any event including such itemized statements of receipts and disbursements as shall enable Mortgagee to determine whether any default exists hereunder or under the Note. Such financial and operating statements shall be prepared and certified at the expense of Mortgagor in such manner as may be acceptable to the Mortgagee, and the Mortgagee may, by notice in writing to the Mortgagor, require that the same be prepared and certified, pursuant to audit, by a firm of independent certified public accountants satisfactory to Mortgagee, in which case such accountants shall state whether or not, in their opinion, any default or Event of Default exists hereunder or under the Note. If the statements furnished shall not be prepared in accordance with generally accepted accounting principles consistently applied, or if Mortgagor fails to furnish the same when due, Mortgagee may audit or cause to be audited the books of the Premises and/or the Mortgagor, at Mortgagor's expense, and the costs of such audit shall be so much additional Indebtedness Hereby Secured bearing interest at the Default Rate until paid, and payable upon demand.

### (11) UNIFORM COMMERCIAL CODE:

This Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State in which the Premises is located (herein called the "Code") with respect to any part of the Premises which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (all for the purposes of this Section 11 called "Collateral"); all of the terms, provisions, conditions, and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Section 11 shall not limit the generality or applicability of any other provision of this Mortgage but shall be in addition thereto:

(a) The Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof.

(b) The Collateral is to be used by the Mortgagor solely for business purposes, being installed upon the Premises for Mortgagor's own use or as the equipment and furnishings furnished by Mortgagor, as landlord, to tenants of the Premises.

(c) The Collateral will be kept at the Real Estate, and will not be removed therefrom without the consent of the Mortgagee (being the Secured Party as that term is used in the Code) by Mortgagor or any other person; and the Collateral may be affixed to such Real Estate but will not be affixed to any other real estate.

(d) The only persons having any interest in the Premises are the Mortgagor, Mortgagee and persons occupying the Premises as tenants only.

(e) No Financing Statement covering any of the Collateral, or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor will at its own cost and expense, upon demand, furnish to the Mortgagee such further information and will execute and deliver to the Mortgagee such financing statement and other documents in form satisfactory to the Mortgagee and will do all such acts and things as the Mortgagee may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness hereby Secured, subject to no adverse liens or encumbrances; and the Mortgagor will pay the cost of filing the same or filing or recording such financial statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by the Mortgagee to be necessary or desirable.

(f) Upon any default or Event of Default hereunder (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted) and at any time thereafter (such default not having previously been cured), the Mortgagee at its option may declare the Indebtedness Hereby Secured immediately due and payable, all as more fully set forth in this mortgage, and thereupon Mortgagee shall have the remedies of a secured party under the Code, including without limitation the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as the Mortgagor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and the Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to the Mortgagor's right of redemption; and satisfaction of the Mortgagor's obligations as provided in the Code. The Mortgagee without removal may render the Collateral unusable and dispose of Collateral on the Premises. The Mortgagee may require the Mortgagor to assemble the Collateral and make it available to the Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. The Mortgagee will give Mortgagor at least five (5) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified mail or equivalent, postage prepaid, to the address of Mortgagor at least five (5) days before the time of the sale or disposition. The Mortgagee may buy at any public sale, and if the Collateral is a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, Mortgagee may buy at any private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the Real Estate comprised within the Premises, the Collateral and Real Estate to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied in satisfaction of the Indebtedness Hereby Secured. The Mortgagee will account to the Mortgagor for any surplus realized on such disposition.

(g) The remedies of the Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of the Mortgagee, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of Indebtedness Hereby Secured remains unsatisfied.

(h) The terms and provisions contained in Section 11 shall, unless context otherwise requires, have the meanings and be construed as provided in the Code.

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Property of Cook County Clerk's Office

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