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THIS INSTRUMENT WAS PREPARED BY:

Glynis A. Glover
One South Dearborn Street
Chicago, IL 60603

TRUSTEE MORTGAGE

CITICORP SAVINGS*

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (1 312 977 5000)

LOAN#: 010022699

89280904

THIS INSTRUMENT made May 31, 19 89, by and between
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

(a national banking association duly authorized to accept and execute trusts in the State of Illinois), not personally, but as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said (corporation) (association) in pursuance of Trust Agreement dated MAY 31, 1989 and known as Trust No. 108459-07, herein referred to as "Mortgagor", and **Citicorp Savings of Illinois, Federal Savings and Loan Association**, a corporation organized and existing under the laws of the United States, or its successors and assigns, herein referred to as "Mortgagee", WITNESSETH:

THAT, WHEREAS Mortgagor has concurrently herewith executed and delivered a promissory note bearing even date herewith ("Note") in the principal sum of ONE HUNDRED THIRTY THOUSAND AND 00/100

(\$ 130,000.00) DOLLARS, made payable to the order of the Mortgagee in and by which the Mortgagor promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, (1) any additional advances and escrows, with interest thereon as provided in the Note, made by the Mortgagee to protect the security hereunder, at any time before the release and cancellation of this mortgage, and (2) the principal sum and interest thereon at the rate and at the times and amounts as provided in the Note, to be applied first to advances and escrows then to interest, and the balance to principal until said indebtedness is paid in full. All of said principal and interest are made payable at such place as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Citicorp Savings of Illinois.

NOW, THEREFORE, the Mortgagor to secure the payment of all sums payable under the Note and all sums payable in accordance with the terms, provisions and limitations of this mortgage, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, WARRANT, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto the Mortgagee, its successors and assigns, the following described real estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, County of Cook, and State of Illinois, to-wit:

THE EAST 1/2 OF LOT 2 IN SUBDIVISION OF LOTS 16, 17 AND THE EAST 1/2 OF LOT 18 IN H.J. WALLINGFORD'S SUBDIVISION OF 15 RODS SOUTH OF AND ADJOINING THE NORTH 95 RODS OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM ANY PART THEREOF TAKEN OR USED FOR ALLEYS) IN COOK COUNTY, ILLINOIS.

I.D. # 14-17-222-009-0000

BOX 260

89280904

more commonly known as:
911-13 W. Windsor, Chicago, IL 60640

which, with the property hereinafter described, is referred to herein as the "promises".

TOGETHER with all buildings, improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, curtain fixtures, partitions, attached floor covering, now or hereafter therein or thereon and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing):

- (a) (If the improvements consist of a hotel, motel or furnished apartments) all other fixtures, apparatus, equipment, furniture, furnishings, and articles used or useful in connection with the hotel, motel or furnished apartment business now or hereafter conducted upon said premises, or
- (b) (If the improvements consist, in whole or in part, of unfurnished apartments) all other fixtures, apparatus, equipment and articles of the type and character customarily furnished by landlords to tenants or occupants of unfurnished apartment properties in the municipality in which the premises are located, or
- (c) (If the improvements consist of a residence, other than an apartment type building) all washing machines, clothes dryers, waste disposal units, attached fans, ducts, automatic dishwashers, and radio and television aerials, or
- (d) (If the improvements consist of a commercial building, manufacturing plant or other type of improvements useful for industrial or commercial purposes) all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the premises as distinguished from fixtures which relate to the use, occupancy and enjoyment of the premises,

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10/10/2009

it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this mortgage be deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under any statute of limitation and under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. **Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc.** Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance; (g) suffer or permit no change in the general nature of the occupancy of the premises, without Mortgagee's written consent; (h) initiate or acquiesce in no zoning reclassification, without Mortgagee's written consent; (i) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note; (j) not to suffer or permit any unlawful use of or any nuisance to exist upon the premises; (k) not to diminish or impair the value of premises or the security intended to be effected by virtue of this Mortgage by any act or omission to act; (l) appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which Mortgagee may participate in any capacity by reason of this Mortgage; (m) not suffer or permit, without Mortgagee's written consent, (i) any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property, (ii) a sale, assignment or transfer of any right, title or interest in and to any of the improvements, apparatus, fixtures or equipment which may be found in or upon the premises, (iii) any change in the nature or character of the operation of the premises which will increase the intensity of the use thereof, and (iv) a change or alteration of the exterior and interior structural arrangement (but not to the exclusion of others) walls, rooms and halls.

2. **Sale or Transfer of Premises or Interest Therein.** Mortgagor agrees and understands that it shall constitute an event of default under this Mortgage and the Note entitling the remedies herein and in the Note to be exercised if (a) the Mortgagor, or any beneficiary of the Mortgage, shall convey title to, or beneficial interest in, or otherwise suffer or permit any equitable or beneficial interest in the premises to become vested in any person or persons, firm or corporation or other entity recognized in law or equity other than the Mortgagor or the present beneficiary or beneficiaries, (b) allow any lien or security interest to attach to the premises or the beneficial interest in the premises other than the lien of this Mortgage, excluding taxes and assessments not yet due and payable (c) any articles of agreement for deed or other installment contract for deed, title or beneficial interest or land contract in the premises are entered into, or (d) any partnership interest of a partnership, if any, owning all or a portion of the beneficial interest in the Mortgage or any stock of a corporation, if any, owning all or a portion of the beneficial interest in the Mortgage is conveyed, transferred, or hypothecated, in whole or in part.

3. **Payment of Taxes.** Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor, shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

4. **Insurance.** Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured, until the indebtedness secured by this Mortgage is fully paid, or in case of foreclosure, until the expiration of any period of redemption, against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee, including, without limitation on the generality of the foregoing, war damage insurance wherever in the opinion of Mortgagee such protection is necessary. Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may require and if required by Mortgagee, flood and rents (which will assure coverage for loss of rental income for twelve (12) consecutive months) insurance. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, (but in no event less than the amount needed to pay in full the indebtedness secured hereby) with mortgage clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without ten (10) days' prior written notice to the Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

5. **Tax and Insurance Deposits.** In order more fully protect the security of this Mortgage and to provide security to the Mortgagee for the payment of real estate taxes, assessments (general and special), water and sewer charges, and insurance premiums for all insurance applicable to the mortgaged premises, Mortgagor agrees to pay to Mortgagee, at such place as Mortgagee may from time to time in writing appoint and in the absence of such appointment, then at the office of the Mortgagee in Chicago, Illinois, each month at the due date for the monthly installments of principal and interest as provided for under the Note (in addition to paying the principal and interest provided for under the Note) in an amount as determined by Mortgagee, in such manner as the Mortgagee may prescribe, to provide security for the payment of the real estate taxes, assessments (general and special), water and sewer charges, and insurance premiums for all insurance applicable to the premises. Mortgagor shall deposit at least 60 days prior to the due date of any such real estate tax, assessment (general and special), water or sewer charges, or insurance premiums or interest or amortization payment, such additional amount as may be necessary to provide Mortgagee with sufficient funds in such deposit account to pay each such item at least 60 days in advance of the due date thereof.

If at any time the amount of the real estate taxes, assessments (general or special), water and sewer charges or insurance premiums are increased or Mortgagee receives information that the same will be increased, and if the monthly deposits then being made by Mortgagor for this purpose (if continued) would not make up a fund sufficient in the opinion of the Mortgagee to pay such item 60 days prior to its due date, said monthly deposits shall thereupon be increased and Mortgagor shall deposit immediately with Mortgagee on demand such additional sums as are determined by the Mortgagee so that the moneys then on hand for the payment of said item plus the increased monthly payments and such additional sums demanded shall be sufficient so that Mortgagee shall have received from Mortgagor adequate amounts to pay such item at least 60 days before the same becomes due and payable. For the purpose of determining whether Mortgagee has on hand sufficient moneys to pay any particular item at least 60 days prior to the due date thereof, deposits for each item shall be treated separately, it being the intention that Mortgagee shall not be obligated to use moneys deposited for the payment of an item, not yet due and payable for the payment of an item that is due and payable.

Notwithstanding the foregoing, it is understood and agreed (a) that deposits provided for hereunder may be held by Mortgagee in a single non-interest bearing account, and (b) that Mortgagee at its option may, if Mortgagor fails to make any deposit required hereunder, use deposits for one item for the payment of another item then due and payable. All such deposits shall be held in escrow by Mortgagee and shall be applied by Mortgagee to the payment of the said real estate taxes, assessments (general and special), water and sewer charges, and insurance premiums, when the same become due and payable. The said deposits shall bear no interest. Failure to pay any of the aforesaid monthly deposits for 10 days after they are due or failure to pay any of the aforesaid additional deposits for 5 days after demand by Mortgagee, shall be an event of default under the Note secured by this Mortgage and under this Mortgage, in which event all remedies under the Note secured by this Mortgage and this Mortgage may be immediately exercised by the Mortgagee and, further, all moneys on hand in the deposit fund may, at the option of Mortgagee, be applied in reduction of the indebtedness under the Note secured by this Mortgage.

If the funds so deposited exceed the amount required to pay such taxes, assessments (general and special), water and sewer charges, and insurance premiums for any year, the excess shall be applied on a subsequent deposit or deposits. The Mortgagor further agrees that Mortgagee shall not be required to make payments for which insufficient funds are on deposit with the Mortgagee. Mortgagor agrees that nothing herein contained shall be construed as requiring the Mortgagee to advance other monies for such purpose and the Mortgagee shall not incur any liability for anything it may do or omit to do.

Upon an assignment of this Mortgage, Mortgagee shall have the right to pay over the balance of such deposits in its possession to the assignee and Mortgagee shall thereupon be completely released from all liability with respect to such deposits and Mortgagor shall look solely to the assignee or transferee with respect thereto. This provision shall apply to every transfer of such deposits to a new assignee. Upon full payment of the indebtedness under the Note secured by this Mortgage and the Mortgage (or at any prior time at the election of the then holder of the Note and this Mortgage) the balance of the deposits in its possession shall be paid over to the record owner of the premises at the time of payment and no other party shall have any right or claim thereto in any event.

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Should the Mortgagee incur any such liability, loss or damage, under said lease or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and attorney's fees, shall be secured hereby, and the Mortgagee shall reimburse the Mortgagor therefor immediately upon demand.

21. Application of income received by Mortgagee. The Mortgagee in the exercise of the rights and powers hereinabove conferred upon it by paragraph 18 and paragraph 20 hereof shall have full power to use and apply the aforesaid rents, issues and profits of the premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

(a) To the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable commission and other compensation and expenses of working and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of all taxes and special assessments now due or which may hereafter become due on said premises;

(c) To the payment of all repairs, decorations, alterations, replacements, additions, betterments, and improvements of said premises, including the cost from time to time of installing or replacing refrigeration, and gas or electric stoves therein, and of placing said property in such condition as will, in the judgment of the Mortgagee, make it readily rentable;

(d) To the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

22. Mortgagee's Right of Inspection. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

23. Late Charge. In the event the Mortgagee shall, from time to time, accept payment of any installment required on the Note and under this Mortgage which is in arrears, Mortgagee may collect a "late charge" as provided for in the Note to cover the extra expense involved in handling delinquent payments; provided, however, that nothing in this paragraph contained shall authorize the Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

24. Condemnation. Mortgagee hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the insured property taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in lieu of the indebtedness secured hereby, whether due or not, or to require Mortgagee to restore or rebuild, in which event the award shall be held by Mortgagee and used to reimburse Mortgagee for the cost of the rebuilding or improvements on said premises, in accordance with the provisions of the Note. If the Mortgagee is obligated to restore or replace the damaged or destroyed building or improvements under the terms of any lease or leases which are or may be prior to the term of this Mortgage and if such taking does not result in an annulment or termination of such lease, the award shall be used to reimburse Mortgagee for the cost of the rebuilding or improvements on buildings or improvements on said premises, provided Mortgagee is not then in default under this Mortgage. In the event Mortgagee is required or authorized, either by Mortgagee's election as aforesaid, or by virtue of any such lease, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in paragraph 6 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagee shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any amount of such cost of rebuilding or restoration shall, in applying the proceeds of any award on account of the indebtedness secured hereby or the cost of rebuilding or restoration shall be applied on account of the award, and any amount of such cost of rebuilding or restoration shall be applied to collect out of the proceeds of the award, a premium on the amount prepaid, at the same rate as though Mortgagee had elected at the time of such application of proceeds (or if Mortgagee then has no such election, at the first succeeding date on which Mortgagee could so elect) to prepay the indebtedness in accordance with the terms of the Note secured hereby.

25. Release upon Payment and Discharge of all Indebtedness. Mortgagee shall release the mortgage and the lien thereby proper execution of such release.

26. Giving of Notice. Any notice which either party hereto may desire to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Mortgagee at the address furnished by the mortgagee (hereinafter referred to as the "Mortgagee"), at its principal office in Chicago, Illinois, to the attention of the Vice President in charge of commercial multi-family real estate loans and specifying the loan number, or at such other place within the United States as any party hereto may by notice in writing designate as a place for service of notice, shall constitute notice of notice hereunder. Any notice given by the Mortgagee shall be deemed given on the date the same is deposited in the United States mails.

27. Waiver of Lien. No action for the enforcement of the lien of or any provision hereof shall be subject to any defense which would not be good and available to the party entering same in an action at law upon the Note hereby secured.

28. Waiver of Statutory Rights. Mortgagee shall not and will not apply for or a claim of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereinafter enacted, in order to prevent or hinder the enforcement or foreclosure of the mortgage, but hereby waives the benefit of such laws. Mortgagee for itself and all who may claim through or under it waives any and all right to have the property and estate comprising the mortgaged property marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE, PURSUANT TO RIGHTS HEREIN GRANTED, ON BEHALF OF THE MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING AN INTEREST IN, OR TITLE TO, THE PREMISES DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.

29. Mortgagee's Lien for Service Charges and Expenses. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with this transaction.

30. Furnishing of Financial Statements to Mortgagee. Upon request, Mortgagee shall furnish to Mortgagee, a semi-annual operating statement of income and expense of the mortgaged premises signed and certified by the Mortgagee's beneficiary or trustee.

31. Cumulative Rights. Each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether hereon or by law conferred, and may be enforced concurrently therewith.

32. Binding on Successors and Assigns. The lien of this Mortgage and all of the provisions and conditions contained herein shall extend to and be binding upon all successors and assigns of the Mortgagee. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or holder of the Note secured hereby.

33. Captions. The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

THIS MORTGAGE is executed by the undersigned, 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 (Association) hereby warrants that it possesses full power and authority to execute this Mortgage, and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the said Mortgagee or on said (Association) personally or impliedly to pay the Note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenant or implied promise or implied herein contained in the exercise of the power and authority conferred upon the Mortgagee, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be construed in language of a promise or covenant or agreement, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagee and its successors and assigns (Association) personally are concerned, the legal holder or holder of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of (1) the premises hereby conveyed and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided; (2) any other security given to secure said indebtedness; or (3) the personal liability of the grantor, co-signor, surety or endorser, if any.

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TRUSTEE MORTGAGE

Citicorp Savings of Illinois
A Federal Savings and Loan Association

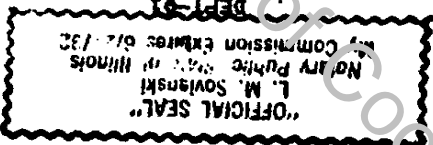
Upon Property Located at:

911-13 W. Windsor
Chicago, IL 60640

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (1 312 977 5000)

89-280904

CHICAGO COUNTY RECORDER
788 # 2-1-89 12:25:00



CITICORP SAVINGS FORM 3633A PAGE 6

Notary Public

My Commission Expires:

19

JUN 6 1989

day of

GIVEN under my hand and Notarial Seal this

for.

free and voluntary act and as the free and voluntary act of said (Corporation) (Association), as Trustee as aforesaid, for the uses and purposes therein set forth.

instrument as their own free and voluntary act and as the free and voluntary act of said (Corporation) (Association), as Trustee as aforesaid, for the uses and purposes therein set forth; and the said

known to me to be the same persons whose names are subscribed to the foregoing instrument as such

American National National Bank and Trust Company of Chicago

STATE OF ILLINOIS)
COUNTY OF COOK)

SS:

E. M. SOVINSKI
RICHARD W. STUBBS
JOHANNES H. JOHANNES
ASSISTANT SECRETARY

ASSISTANT SECRETARY

By _____

not personally, but as Trustee as aforesaid

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

19 89

IN WITNESS WHEREOF,
not personally but as Trustee as aforesaid, has caused these presents to be signed by its
and its corporate seal to be hereunto affixed and attested by its

this 31st day of MAY

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

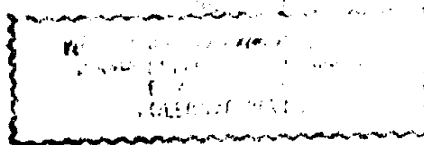
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ALLEGED ASSISTANT
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