\$15.00

County, Illinois:

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THIS INSTRUMENT WAS PREPARED BY: FIRST ILLINOIS MORTGAGE CORPORATION 1440 RENAISSANCE DRIVE PARK RIDGE ILLINOIS 60068 CAROL ARDELL

90481902

-ISpace Above This Line For Recording Datal MORTGAGE THIS MORTGAGE ("Security Instrument") is given on OCTOBER 01. DAVID L. CHEEN AND KRISTIN DAILEY CHEEN , HERBAND AND WIFE 19 90 The mortragor is ("Borrower"). This Security Instrument is given to FIRST ILLINOIS BAFK OF EVANSTON, N.A. which is organized and existing under the laws of THE UNITED STATES , and whose address is 800 DAVIS STREET EVANSION ILLINOIS 60204 ("Lender"). Borrower owes Lender the principal cum of FIFTY ONE THOUSAND SEVEN HUNDRED AND 00/100 Dollars (U.S.\$ --- 51,700.00---). This debt is evidenced by Borrower's note dated the same date as this Security Instrume a ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 01ST, 2020 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifica-

tions; (b) the payment of all other sums, with interest. Advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, gran, and convey to Lender the following described property

UNIT NO. 702 AS DELINEATED ON THE FOLLOWING REAL ESTATE:

LOTS 9 AND 10 IN BLOCK 15 IN RAILROAD ADDITION TO THE TOWN OF HARLEM IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANCE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION MADE BY MAYWOOD PROVISO STATE BANK, AS TRUSTEE UNDER TRUST NO. 3014 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, IN COOK COUNTY, ILLINOIS, AS DOCUMENT 23061398 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS SIT FORTH IN SAID DECLARATION, ALL IN COOK COUNTY, ILLINOIS.

PI# 15-12-419-020-1029

7320 DIXON #702

which has the address of

located in

60130 Illinois

[Zip Code]

(Street)

("Property Address

[City]

\$2939 # D

FOREST PARK

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter 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."

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

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

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

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" OFFICIAL SEAL WOLD OFFICIAL STATE OF ILLINOIS MY COMMISSION EXPINES TO SIVE TO SIVE

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acina 6 My Commission expires: day of Given under my hand and official seal, this set forth. signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein Heir subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Л×ч+ betsonally known to me to be the same person(s) whose name(s, do hereby certify that DAVID I., GREEN AND KRISTIN DAILEY GREEN , HUSRAND AND WIFE , a Notary Public in and for said county and state, the Undersigned Connty 553 STATE OF ILLINOIS, Borrower (Seal) ROLLOMBL (Seal) DOILDWEL KRISTIN DALLEY GREEN (Seal) BOLLOWBI (Seal) and in any rider(s) executed by Borrow, r and recorded with it. BY SIGNING BELOW, Borrover recepts and agrees to the terms and covenants contained in this Security instrument Other(9) [specify] Planned Unit Development Rider Oraduated Faymer: Rider Condominium Rider Adjustaol Pare Rider 1-4 Family Rider (Check applicable brx(cs)) ment the cover an a gareements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Security Instructory, the covenants and agreements of each such rider shall be incorporated into and shall amend and supple-

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 Instruthe costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums

ment without charge to Borrower. Borrower shall pay any recordation costs.

22. Walver 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

the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of pointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially ap-20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time attorneys' fees and costs of title evidence.

to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable Instrument without further demand and may forectous this Security instrument by judicial proceeding. Lender shall be entitled date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the Borrower of the right to rejuciate after acceleration and the right to assert in the foreclosure proceeding the non-existence by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured 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) the date the date the notice is given to Borrower, by which the default must be cured; and (d) of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 uniers 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach

MON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

If Lender required mortgage insurance as a sendition of ranking the coarsecuted 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 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, 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 Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortizatica 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 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 waive of or preclude the exercise of any right or remedy.

11. Successors and Assigns Hound; 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 terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or tooke 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 5 curity 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.

13. Legislation Affecting Lender's Rights. If enactment or expilation 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 option, 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 Instrumer, shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another metical. 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 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 Instru-

ment 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.

the date of dishursement at the Note care and Hall te pay b nder to Borrower requesting Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

cipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the prin-UNIFORM COVENAMS. Bottower and Lender covenant and agree as follows:

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-

premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data

to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Boragree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or and reasonable estimates of future escrow items.

if the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the . Instrument. which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security rower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for

necessary to make 1 p the deficiency in one or more payments as required by Lender. of the Funds leve by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at

immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of applica-Funds held by Lended paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs tion as a credit against in sums secured by this Security Instrument.

4. Charges, Liens. Borrower shall only all taxes, assessments, charges, fines and impositions attributable to the Properto amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing time directly to the person owed paymen. Porrower shall promptly furnish to Lender all notices of amounts to be paid pay these obligations in the manner previded in paragraph 2, or if not paid in that manner, Borrower shall pay them on ty which may attain priority over this Schrity Instrument, and leasehold payments or ground rents, if any. Borrower-shall

is subject to a tien which may attain priority over this Secutity instri ment, Lender may give Borrower a notice identifying satisfactory to Lender subordinating the lien to this Security nest ament. If Lender determines that any part of the Property the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement the lien by, or defends against enforcement of the lien in, segal proceedings which in the Lender's opinion operate to prevent in writing to the payment of the obligation secured by the len in a manner acceptable to Lender; (b) contests in good faith Borrower shall promptly discharge any lien wni th Las priority over this Security Instrument unless Borrower: (8) agrees the payments.

shall have the right to hold the policies and renewals. If Lender requires, Borrower that, promptly give to Lender all receipts All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires 5. Hazard Insurance. Bortower shall keep the improvements now evering or hereafter erected on the Property insured 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be arplied to restoration or repair Lender, Lender may make proof of loss if not made promptly by Borrower. of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt posice to the insurance carrier and

erty or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period viil Segin when the to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Proprower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid of Borrower. If Borrestoration or repair is not economically feasible or Lender's security would be lessened, the injurance proceeds shall be of the Property damaged, if the restoration or repair is economically seasible and Lender's seculity is not lessened. If the

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 If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the clate of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

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

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and shall not merge unless Lender agrees to the merger in writing.

under this paragraph 7, Lender does not have to do so. in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights

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THIS CONDOMINIUM RIDER is made this 01ST day of OCTOBER, 19 90, 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

FIRST ILLINOIS BANK OF EVANSTON, N.A.

(the "Lender")

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

7320 DIXON #702 FOREST PARK ILLINOIS 60130

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

BELVIDERE CONDO

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds (title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. Condominiur. Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (i) b-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So for 3 as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project 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 Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard in attaice on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 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 or any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application 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, arount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for darnages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part c. it e Property, whether of the unit or of the common elements, 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 Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender's and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a lating by condemnation or eminent domain:
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
 - (iii) termination of professional management and assumption of self-management of the Owners Association;
- (iv) any action which would have the effect of rendering the public liability insurance coverege maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured ty the 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 requesting payment.

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

Coal)

(Sign Original Only)

or

UNOFFICIAL COPY

Property of Cook County Clark's Office

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