

30029885

AFFIDAVIT

The undersigned, first being duly sworn on oath, depose and states that the contract attached as Exhibit "A" is a true and correct copy of the original, of which contract concerns the following described property:

PARCEL 1: THE SOUTH 27.58 FEET OF THE NORTH 103.08 FEET OF THE WEST 76.33 FEET OF LOT 13 IN DEMPSTER GARDEN HOMES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN DECLARATION OF COVENANTS AND EASEMENTS, AND AS SHOWN ON THE PLAT ATTACHED THERETO DATED APRIL 4, 1960 AND RECORDED JUNE 9, 1960 AS DOCUMENT NO. 17877299 MADE AND CREATED BY MORTGAGE FROM COLONIAL RIDGE HOME, INCORPORATION, TO MARSHALL SAVINGS AND LOAN ASSOCIATION DATED NOVEMBER 2, 1962 AND RECORDED DECEMBER 13, 1962 AS DOCUMENT NUMBER 18672826 AND CREATED BY DEED FROM COLONIAL RIDGE HOMES, INC. TO ARTHUR O. STURGEON AND EVELYN A. STURGEON, HIS WIFE, DATED SEPTEMBER 28, 1964 AND RECORDED OCTOBER 9, 1964 AS DOCUMENT NUMBER 19269457 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 8919 ROBIN OPIVE, DES PLAINES, ILLINOIS

PERMANENT INDEX NUMBER: 09-15-411-040

That this Affidavit is recorded of the public record so as to give notice to all third parties of the priority of interest of William D. Rhee and Ann Rhee, his wife, in said property.

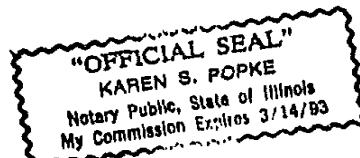
William D. Rhee

Affiant

Subscribed and sworn before me this 9th day of January, 1990.

Karen S. Popke

Notary Public



Prepared by:
EDWARD G. WELLS AND ASSOCIATES
5532 N. Milwaukee Avenue
Chicago, Illinois 60630

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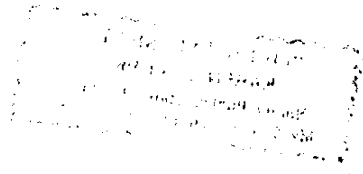
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REAL ESTATE SALE CONTRACT



1. TO: PAUL SANG AND HOAN SEON CHO DATE: 10/11/89
 2. I / WE AGREE TO PURCHASE THE PROPERTY Located at:
 3. ADDRESS 8919 ROBIN DR CITY DES PLAINES COUNTY COOK STATE IL ZIP 60016

4. together with all improvements thereon, Lot size approximately _____
 5. Legally described as (the parties reserve the right to insert the legal description at a later date):
 6. 1. INCLUSIONS: Included in the sale are the following items, IF ANY, now on the premises, for which a Bill of Sale is to be given at the time of closing: heating; central cooling; ventilation; plumbing and lighting fixtures; screens and storms for windows and doors; shades, awnings; blinds; drapery rods; curtain rods; attached TV aerials; attached mirrors; attached shelving; cabinets and bookcases; water softener (IF OWNED); porch shades; exterior and interior shutters; wall to wall carpet; radiator covers; built-in kitchen appliances; garage door openers and transmitters; Attached in-places screens and all planned vegetation; also STONE REFRIGERATORS,
 7. WASHER, DRYER AND ALL CUPBOARD TREATMENT, ALL CLOSET ARE THROUGH

12. 2. TERMS: the terms of this offer to be as follows:
 13. Purchase price \$ 29,500 Initial earnest money 1,500 - 2,000 Cl
 14. in the form of a PERSONAL check, dated 10/11/89 payable to SELLER'S AGENCY
 15. Upon acceptance of this offer, earnest money shall be held by SELLER'S AGENCY in escrow for the benefit
 16. of the parties hereto. The earnest money shall be increased to 10% of purchase price within _____ days after acceptance hereby. Initial earnest money shall be returned,
 17. and this offer shall be void if not accepted on or before 10/17/89

18. 3. FINANCING: (STRIKE INAPPLICABLE SUB-PARAGRAPHS)
 19. a. CASH: All in cash, cashier's check or certified check.
 20. b. MORTGAGE: The parties hereto understand that it is necessary for PURCHASER TO PROCURE OR HAVE MADE AVAILABLE TO HIM WITHIN 15 days after the
 21. date of acceptance hereof, a commitment for A FIXED MORTGAGE LOAN (THE ASSUMPTION OF THE EXISTING LOAN (STRIKE ONE) OF
 22. \$ 32,200 or such lesser sum as PURCHASER accepts, with initial interest not to exceed 10.5% per annum, interest and principal payable monthly over a period of _____ years plus the reasonable and usual loan commission. SELLER shall allow inspections of the premises and furnish any pertinent
 23. information required by PURCHASER'S lending agency in reference to making the loan commitment. Balance of purchase price (including earnest money) to be paid in cash,
 24. cashier's check or certified check. Existing mortgage and other lien indebtedness may be paid at closing out of sale proceeds, unless PURCHASER takes title subject thereto.
 25. IN THE EVENT OF FAILURE TO OBTAIN SAID LOAN COMMITMENT, THE PROVISIONS OF PARAGRAPH 11b. SHALL APPLY.

26. 4. ARTICLES OF AGREEMENT FOR WARRANTY DEED OR PURCHASE MONEY MORTGAGE: This Contract is subject to execution by the parties of (Articles of Agreement
 27. for Warranty Deed) (Purchase Money Note and Mortgage) (STRIKE ONE).
 28. Terms: \$ _____ down payment (including earnest money); balance of \$ _____ at _____% annual interest amortized monthly over
 29. _____ years, with monthly payments of principal and interest. If Articles of Agreement for Warranty Deed are designated, monthly payment to include
 30. _____ of the annual taxes, assessments (IF ANY) and insurance premium with the entire balance due at the end of _____ years; with unlimited prepayment
 31. privilege without penalty. The said instruments shall be prepared as provided in paragraph 11b.
 32. 5. PRORATIONS: Homeowners, civic or association dues and assessments (IF ANY); rents (IF ANY); interest on continuing mortgage (IF ANY); fuel, water taxes, other pro-
 33. rata items and Real Estate taxes based on 10 % of the most recent ascertainable tax bill shall be prorated to date of possession. All prorations are final unless
 34. provided otherwise herein.

35. If the property herein is part of a larger property, as yet undivided for real estate tax purposes, then the taxes will be prorated when the tax bill for the divided property
 36. is available. If the property herein is improved, but the last available tax is on a vacant basis, then the taxes will be prorated when the tax bill on the improved property is available.
 37. 6. CLOSING AND POSSESSION: Closing or escrow payout shall be on NOVEMBER 23, 1989 or before, if mutually agreed, provided
 38. title has been shown good or has been accepted by PURCHASER, by conveyance in PURCHASER of a stamped, recordable warranty deed with release of homestead rights
 39. (or other appropriate deed if title is in trust or in an estate) and payment of purchase price, including earnest money and delivery of purchase money mortgage (IF ANY)
 40. OR by execution and delivery of Articles of Agreement for Warranty Deed, plus cash required, whichever applies. This sale shall be closed at PURCHASER'S lending institution,
 41. a title insurance company or at a place mutually agreed upon by PURCHASER and SELLER.
 42. Possession shall be delivered not later than NOON AT CLOSING providing sale has been closed.

43. 7. DEED: Title when conveyed shall be good and merchantable, subject only to: (a) party wall rights and agreements (IF ANY); ~~(b) existing leases and tenancies (IF ANY);~~
 44. (c) mortgage or trust deed specified above (IF ANY); (d) special taxes or assessments for improvements not yet completed (IF ANY); (e) installments not due at the date
 45. hereof of any special tax or assessment for improvements heretofore completed (IF ANY); (f) general taxes for the year 1987 and subsequent years; (g) covenants, condi-
 46. tions and restrictions of record (none of which provide for reverter); (h) private, public and utility easements and roads and highways (IF ANY).
 47. 8. WARRANTIES: SELLER represents and warrants that SELLER has not received notice of foreclosure or any other defect against title except as otherwise noted in this
 48. Contract, and SELLER further represents and warrants that SELLER has not received notice of any code violation, which exists on the date of this Contract, from any governmen-
 49. tal body whatsoever.

50. SELLER WARRANTS TO PURCHASER THAT HEATING, AIR CONDITIONING (IF ANY), PLUMBING, ELECTRIC, ALL APPLIANCES AND ALL EQUIPMENT INCLUDED IN THIS
 51. CONTRACT WILL BE IN OPERATING CONDITION AT CLOSING, EXCEPT: NONE
 52. 9. COMMISSION: SELLER shall pay a Real Estate Commission as agreed in SELLER'S Listing Agreement with Listing Broker.
 53. 10. SURVEY: SELLER shall furnish PURCHASER with a stated survey of the premises dated no more than six months prior to closing prepared by a Registered Illinois Land
 54. Surveyor showing the location of all improvements existing as of the date of this Contract, showing lot lines, building lines and utility easements and showing no encroachments.
 55. If PURCHASER or PURCHASER'S mortgagee desires a more recent or extensive survey, same shall be obtained at PURCHASER'S expense.

56. THIS CONTRACT IS SUBJECT TO THE CONDITIONS SET FORTH ON THE BACK HEREOF AND RIDERS 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200
 57. ATTACHED HERETO, WHICH CONDITIONS AND RIDERS ARE MADE A PART OF THIS CONTRACT, AND IT IS UNDERSTOOD THAT THIS IS A LEGALLY BINDING CONTRACT
 58. WHEN SIGNED BY ALL PARTIES. PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT THE BROKERS REFERRED TO IN THIS AGREEMENT ARE THE AGENTS OF THE
 59. SELLER AND AS SUCH SHALL BE COMPENSATED BY THE SELLER UPON COMPLETION OF THE SALE. THIS CONTRACT IS SUBJECT TO SELLER'S
 60. PURCHASER'S APPROPRIATE AND THE COUNTERPARTY ADDRESS 7862 N. WOODCH
 61. PURCHASER ANN RHEE ADDRESS 1126 S. 26th St
 62. SOCIAL SECURITY NO. 300-66-326 PHONE (312) 470-1713
 63. PURCHASER Ann Rhee
 64. SOCIAL SECURITY NO. 220-72-3894
 65. PRINT NAMES OF PURCHASERS ANN RHEE

66. I / We accept this offer and agree to perform and convey title or cause title to be conveyed according to the terms of the Contract.
 67. SELLER Paul Sang ADDRESS 8919 ROBIN DR
 68. SOCIAL SECURITY NO. 220-72-3894 DES PLAINES, IL 60016
 69. SELLER Hoan Seon Cho PHONE (312) 635 0335
 70. SOCIAL SECURITY NO. 226-02-3412
 71. ACCEPTANCE OF THIS OFFER BY SELLER THIS _____ DAY OF _____, 19____

72. DATE TO BE INSERTED ONLY AFTER THE PARTIES HAVE ALL AGREED TO ALL THE TERMS AND CONDITIONS OF THIS CONTRACT.
 73. LISTING OFFICE: _____ SUB AGENT (IF ANY): _____

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- 75. 10. DEFAULT: In the event of default by PURCHASER, the earnest money, less the expenses of the Listing Broker (if ANY) shall be paid to the SELLER. If the earnest money, at the option of PURCHASER, shall be refunded to PURCHASER, but such refunding shall not release SELLER from the obligations of this Contract.
- 76. the earnest money, at the option of PURCHASER, shall be refunded to PURCHASER, but such refunding shall not release SELLER from the obligations of this Contract.
- 77. the event of any default, ESCROWEE shall give written notice to SELLER and PURCHASER indicating ESCROWEE'S intended disposition of the earnest money. SELLER and PURCHASER hereby agree that if neither party objects, in writing, to the proposed disposition of the earnest money within thirty (30) days after the date of making of said notice PURCHASER shall proceed to dispose of the earnest money as previously indicated by the ESCROWEE. If either SELLER or PURCHASER objects to the intended disposition within the aforementioned thirty (30) day period then the parties hereby agree that the ESCROWEE may deposit the funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. The parties agree that ESCROWEE may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and do hereby agree to indemnify and hold ESCROWEE harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such default, claims and demands.
- 78. 11. FINANCING PROVISIONS:
 - 84. a. PURCHASER'S MORTGAGE COMMITMENT (Paragraph 3b): If PURCHASER is unable to obtain such a loan commitment after having submitted a complete and accurate loan application, PURCHASER shall give written notice thereof upon SELLER or his agent within the time specified herein for procuring said commitment for a loan. Upon receipt of said notice this Contract shall be null and void and all monies paid by PURCHASER shall be returned to PURCHASER (provided all checks have cleared). Irrevocably, by ESCROWEE, with no further notice necessary, inability to obtain financing within the number of days as provided in paragraph 3b shall not be considered a default for the purposes of this Contract. IN THE EVENT PURCHASER DOES NOT SERVE NOTICE OF FAILURE TO PROCURE COMMITMENT FOR LOAN UPON SELLER OR HIS AGENT, AS HEREIN PROVIDED, THEN THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.
 - 91. b. ARTICLES OF AGREEMENT FOR WARRANTY DEED OR PURCHASE MONEY MORTGAGE (Paragraph 3c): Said instruments shall be prepared by SELLER'S attorney and approved by PURCHASER'S attorney within fourteen (14) days after acceptance hereof. In the event the parties cannot agree on the form of said instruments, SELLER'S attorney shall prepare an Agreement for Warranty Deed, Installment (long form) on the George E. Cole & Co. printed legal form of same. On a note and trust deed on the appropriate Chicago Title & Trust Co. printed legal form, whichever applies. PURCHASER shall furnish all such credit information as SELLER shall request, within seven (7) days after acceptance hereof. Within seven (7) days after such information has been furnished, SELLER shall notify PURCHASER or PURCHASER'S attorney, in writing, whether SELLER is willing to accept PURCHASER'S credit. If SELLER notifies PURCHASER or PURCHASER'S attorney in writing that PURCHASER'S credit is not acceptable, the Contract shall be null and void and all earnest shall be returned to PURCHASER. If SELLER fails to deliver to PURCHASER any notification whatsoever within the above specified time, SELLER shall be deemed to have accepted PURCHASER'S credit.
 - 98. If PURCHASER fails to furnish such information within the time specified above, the Contract, at SELLER'S option, shall become null and void and all earnest money shall be returned to PURCHASER. Parties agree that no Real Estate Sales Contracts regarding this property will be presented during the time allowed above for attorneys to prepare such instruments necessary for signature.
 - 101. 12. TITLE: At or prior to closing, SELLER shall furnish to PURCHASER the following covering date heretofore showing marketable title in SELLER or Grantor: (1) Commitment for title insurance by a title insurance company licensed to do business in Illinois, in the amount of the purchase price and subject only to the items in Paragraph (b) hereof, and stock objections in two (2) "A" policies, and if property is in Torrens, also (2) Owner's Duplicate Certificate of Title issued by the Registrar of Titles or certified copy thereof, and Torrens Tax and Special Assessor Searches. Delay in delivery of a commitment for title insurance due to a delay by PURCHASER'S mortgagee in recording the mortgage and bringing down title shall not be deemed a default of this agreement. Every certificate of title, title insurance policy or commitment for title insurance furnished by SELLER shall be conclusive evidence of good title as therein shown, subject only to the exceptions therein stated. If evidence of title discloses unpermitted exceptions, SELLER shall have thirty (30) days from a delivery of same to have said exceptions removed or insured against by a title insurance company licensed to do business in the State of Illinois. If SELLER fails to have the exceptions removed or insured against, PURCHASER may, within five days of notice of such failure, terminate the Contract or elect to take the subject to such exceptions. In the right to deduct from the purchase price liens and encumbrances of an ascertainable amount, if PURCHASER does not so elect, this Contract shall become null and void and earnest money shall be refunded to PURCHASER.
 - 112. SELLER shall also provide an Affidavit of Title covering the time of closing, subject only to the title exceptions permitted by this Contract and shall execute an ALTA Form if required by the insurer.
 - 114. SELLER'S DISCLOSURE: SELLER and PURCHASER shall save and hold REALTOR and/or agent of REALTOR harmless from all claims, disputes, causes of action, and/or judgments, whether or not frivolous, arising from any incorrect information supplied by SELLER or from any material fact concerning the property which the SELLER fails to disclose.
 - 117. 14. INSPECTION: SELLER agrees to remove all debris and personal property not to be conveyed to PURCHASER from premises, and this shall be done at SELLER'S expense prior to date of possession. PURCHASER shall have the right to inspect the premises within 72 hours prior to closing. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE PURCHASER PRIOR TO CLOSING, IT SHALL BE CONCLUDED THAT THE CONDITION OF THE PREMISES IS SATISFACTORY TO THE PURCHASER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO. NO WARRANTIES OR GUARANTEES EITHER EXPRESS OR IMPLIED, SHALL SURVIVE THE CLOSING.
 - 122. 15. POSSESSION ESCROW: SELLER shall deposit in escrow with Listing Broker, from the proceeds of the sale at closing, the sum of 2% of sale price to guarantee that possession of the premises will be delivered to PURCHASER on or before the date specified in Paragraph 5 hereof. If possession is so delivered, said escrow fund shall be paid to SELLER. If possession is not so delivered, Listing Broker shall pay to PURCHASER, from said escrow fund, the sum of 1/2% of said escrow fund per day for each day possession is withheld from PURCHASER after such specified date, and shall pay the balance of said escrow fund, if any, to the SELLER. The Escrow provision pertaining ONLY to the requirement for delivery of possession, Possession shall be deemed given when SELLER has vacated the premises and delivers keys to said premises to PURCHASER or to the office of the Listing Broker.
 - 127. 16. DEED ESCROW: At the election of SELLER or PURCHASER upon written notice to the other party, not less than 12 days prior to the date of closing, the sale shall be closed through an escrow with the local lending institution of PURCHASER or a title insurance company or a trust company licensed to do business in Illinois, in accordance with the usual form of Deed and Money Escrow. Cost of Deed and Money Escrow shall be paid by the party requesting it unless otherwise agreed upon.
 - 130. 17. NOTICE: All notices herein required shall be in writing and shall be served on the parties at the addresses following that signatures with duplicate notices delivered to both Listing Broker and Sub-Agent as follows: by personal service or by mailing by registered or certified mail, return receipt requested, deposited into the United States Mails with postage prepaid.
 - 134. 18. STATE LAW: This Contract is subject to the provisions of the Uniform Vendor and Purchaser's Risk Act and in order to delivery of deed hereunder, the improvements on said premises shall be destroyed or materially damaged by fire, casualty loss or taken by governmental action through condemnation or otherwise suffer any loss covered in the Act, the PURCHASER shall have the option of declaring this Contract null and void and receiving a refund of any and all monies paid by him.
 - 137. 19. RESPA: The parties to this Contract shall comply in all respects with the Real Estate Settlement Procedures Act of 1974, as amended, where applicable, and furnish all information required for compliance with the Act.

RIDER FOR
UNOFFICIAL COPY
CONDOMINIUM OR TOWNHOUSE PURCHASE

This rider is made part of and incorporated into a Real Estate Contract dated 10/2/89
for the sale of the property commonly known as 8919 ROBIN DR. DE PLAINES,
IL 60016

entered into by PAUL S. CHO & KUEM S. CHO, Seller(s),
and WILLIAM D. RHEE & ANN RHEE, Buyer(s).

I. SELLER(S) OBLIGATION:

In the event the premises is a townhouse, condominium, or otherwise subject to a homeowner's association, Seller shall furnish Buyer within fifteen (15) days after the date of acceptance of this Contract to Purchase Real Estate:

- A. Statement from the governing body or managing agent of the homeowner's association, certifying payment of assessments for common expenses and, if applicable, proof of waiver or termination of any right of first refusal or general option contained in the Declaration of Condominium or Declaration of Covenants, Conditions and Restrictions.
- B. Any other documents as required by statute, together with any documents required by the Declarations, By-Laws, or Covenants as a precondition to the transfer of ownership.
- C. A copy of the Declarations and By-Laws, and any other Rules and Regulations.
- D. A copy of the statement of financial condition of the homeowner's association for the last fiscal year for which such statement is available.
- E. A statement setting forth what insurance coverage is provided for all unit owners by the homeowner's association.
- F. In lieu of complying with Paragraph 9 of the Contract to Purchase Real Estate, Seller shall provide copies of all recorded plats and maps pertaining to subject property.
- G. Other statements as may be reasonably requested by lender.

Buyer shall review said documents within ten (10) days of receipt and if objectionable, or if Seller fails to deliver the documents within the time specified, Buyer may terminate this Agreement by delivering notice to Seller within three (3) days after the time specified above. If Buyer fails to deliver said notice, this contingency shall be deemed waived and the contract shall be in full force and effect.

II. MONTHLY ASSESSMENTS:

Seller represents that as of the date of acceptance hereof, the monthly assessment pertaining to this unit is \$ _____, which includes operating and maintenance expenses, insurance on the building and common elements.

III. DEED

Deed conveying title to the unit shall also convey any rights Seller may have in common elements, if any.

IV. TITLE

Title when conveyed shall be subject to:

- A. Terms, provisions, Covenants and Conditions of the Declaration of Condominium and all amendments thereto.
- B. Party wall rights and agreements.
- C. Limitations and conditions imposed by the Condominium Property Act.
- D. Installments due after the date of closing of general assessment established pursuant to the Declaration of Condominium.
- E. All other exceptions as noted in Paragraph 5 of the Contract to Purchase Real Estate.

William D Rhee
Buyer WILLIAM D RHEE
Ann Rhee
Buyer ANN RHEE
Date 10/10/89

Paul S. Cho
Seller PAUL S. CHO
Kuem S. Cho
Seller KUEM S. CHO
Date 10/10/89

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RIDER 130

ATTORNEYS' APPROVAL

This Rider is made a part of and incorporated into a Real Estate Contract dated 10/2/89 for the sale of the property commonly known as 8919 ROAN DR DES PLAINES IL 60016

entered into by PAUL S & KUEM S. CHO, Seller(s),
and WILLIAM D & ANN RHEE, Purchaser(s).

It is agreed by and between the parties hereto as follows: That their respective attorneys may approve and make modifications, other than price and dates, mutually acceptable to the parties. Approval will not be unreasonably withheld, but, if within three (3) business days after the date of the Contract, it becomes evident agreement cannot be reached by the parties hereto, and written notice thereof is given to either party within the time specified, then this Contract shall become null and void, and all monies paid by the Purchaser shall be refunded. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

PAUL S. CHO
Paul S. Cho

KUEM S. CHO
Kuem S. Cho
Seller(s)

WILLIAM D. RHEE
William D. Rhee

ANN RHEE
Ann Rhee
Purchaser(s)

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