

BOX 388

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ILLINOIS REVOLVING LOAN AGREEMENT

This Illinois Revolving Loan Agreement (the "Agreement") is made as of February 22, 1990 by and between Tadeusz Kowalczyk d/b/a ORBIT RESTAURANT AND LOUNGE, a Sole Proprietor (the "Borrower"), and the City of Chicago, an Illinois municipal corporation (the "Lender" or the "City"), acting by and through its Department of Economic Development ("DED"), having its offices at 24 East Congress, 7th Floor, Chicago, Illinois 60605. The loan is in the principal amount of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) ("Loan").

SECTION I. R E C I T A L S.

A. LOAN PURPOSE: The Borrower shall use the funds from this Loan for the purposes of purchasing machinery and equipment and for additional working capital as part of the expansion of Borrower's business by 40 tables including new kitchen facilities, heating and air conditioning (the "Project") as more particularly described in Exhibit A attached hereto and made a part hereof; and

B. NEW JOBS CREATED: The Borrower shall use its best efforts to create 16.5 new full-time job equivalents; and

C. BUSINESS DEVELOPMENT: The Lender, through DED, has funds for its Illinois Revolving Loan Program (the "Program"), wherein the State of Illinois has made available to the City of Chicago, through the Federal Community Service Block Grant Program, a grant in the amount of \$500,000 to be used to make low interest loans to start up and expanding businesses; and

D. DED'S AUTHORITY: The City Council of the City of Chicago, by ordinance passed on October 25, 1989, approved the making of the Loan and authorized the Commissioner of DED to execute such documents as may be necessary to make the Loan to Borrower.

SECTION II. G E N E R A L L O A N T E R M S.

A. INCORPORATION: The above recitals are incorporated herein and made a part hereof by reference.

B. LOAN TERM: The term of the Loan shall be seven (7) years.

C. INTEREST RATE: The rate of interest charged on the Loan (the "Interest Rate") shall be a three percent (3%) fixed rate. The Interest Rate shall be computed on the basis of a year consisting of 360 days and charged only on the outstanding principal balance of the Loan.

D. PAYMENT OF INTEREST: Interest shall be computed at the Interest Rate and shall be payable monthly in arrears and paid with the principal payments of Section IIF below.

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E. PREPAYMENT: The Loan may be prepaid in full or in part at any time without premium or penalty, such prepayments applied first, to any interest then due and payable; second, to any fees or charges due to the Lender; and last to unpaid principal.

F. REPAYMENT OF PRINCIPAL: The principal balance of the Loan shall be paid in 84 consecutive monthly installments of \$ 792.80.

and interest JEWELL
T.K.

G. EXPIRATION DATE: All of the Lender's obligations under this Agreement shall terminate unless all conditions precedent to disbursement are satisfied by Borrower on or before February 31, 1990.

H. PROGRAM PURPOSE: The Borrower explicitly agrees to use the Loan for the Project purposes set forth in Section IA and agrees to comply with all Program requirements, including but not limited to, maintaining the Borrower's principal place of business within the City of Chicago.

SECTION III. SECURITY.

The Loan shall be secured by: (i) a second lien mortgage on real property located at 2024-54 North Milwaukee Avenue a/k/a 2913-25 North Central Park, Chicago, Illinois (ii) the personal guarantee of Tadeusz Kowalczyk; Second lien on leasehold improvements; and (iii) first lien on City Financed machinery and equipment as described in Exhibit A attached hereto and made a part hereof.

SECTION IV. COVENANTS, REPRESENTATIONS AND WARRANTIES.

The Borrower and Company hereby covenant, represent and warrant to the Lender that:

A. BENEFITS NOT OTHERWISE ATTAINABLE: The Borrower's ability to remain located in the City of Chicago and the creation of the 16.5 new full-time job equivalents for low and moderate income persons would not reasonably be anticipated without the Loan contemplated by this Agreement; and

B. CORPORATE AUTHORITY: The execution, delivery and performance by the Borrower of this Agreement and the Loan Documents (hereinafter defined) have been duly authorized by any and all necessary corporate action and will not violate any provision of law or of its corporate charter or by-laws, or result in the breach of or constitute a default or require any consent under, or result in the creation of any lien, charge, or encumbrance (other than any agreed to in writing by the Lender) upon the Project or any property or assets of the Borrower or pursuant to any indenture or other agreement or instrument to which the Borrower is a party or by which the Borrower or Company or its property or the Project may be bound or affected, other than as is specifically provided herein.

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C. FINANCIAL CONDITION: The balance sheets and statements of income, expenses and retained earnings of the Borrower, heretofore furnished to the Lender, are complete and correct and fairly represent the financial condition of the Borrower as of the dates of said financial statements and the results of Borrower's operations for the respective periods ending on the dates. The Borrower has no material contingent obligations, liabilities for taxes, long-term leases, or unusual forward or long-term commitments not disclosed by, or reserved against in, said balance sheets or notes thereto; and at the present time there are no material unrealized or anticipated losses from any unfavorable commitments by the Borrower. Said financial statements were prepared in accordance with generally accepted accounting principles and practices of accounting consistently maintained throughout the periods involved. Since the date of the latest of such statements there has been no material adverse change in the financial condition of the Borrower from that set forth in said balance sheets as at that date.

E. LITIGATION: There are no suits or proceedings pending, or to the knowledge of the Borrower threatened against or affecting the Borrower. There are no proceedings by or before any governmental commission, board, bureau, or other administrative agency pending or, to the knowledge of the Borrower, threatened, against the Borrower.

F. GOOD STANDING WITH THE CITY: The Borrower shall file an affidavit with the Commissioner of the Department of Economic Development, disclosing any debt owed to the City, as that term is defined within Chicago, IL., Municipal Code Ch. 26, as amended, in Journal of the Proceeding of the City Council of the City of Chicago, pp. 5790-5791 (October 25, 1989). Borrower and guarantors (personally or by any partnership, corporation, joint venture or land trust wherein Borrower or any guarantor hold at least 5% beneficial interest), warrant, represent and covenant that:

(1) Neither the Borrower nor any guarantors are in arrears in payment of City sales taxes.

(2) Neither the Borrower nor any guarantors are in arrears in payment of any water account.

(3) Neither the Borrower nor guarantors are in default of any loan or contract.

(4) Neither the Borrower nor any guarantors are in arrears in payment of any property taxes.

(5) Neither the Borrower nor guarantors are in arrears in payment of any assessments owed the City.

(6) The Borrower (and corporate guarantors, if any) are fully licensed to carry on their respective business interest in the City of Chicago, County of Cook, State of Illinois.

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G. BORROWER'S OBLIGATION IS UNCONDITIONAL: Borrowers' obligations to make the payments required hereunder and pursuant to the "Note" (as hereinafter defined) are absolute and unconditional without defense or set-off by reason of any default by Lender under this Agreement or for any other reason, including and without limitation, failure to complete the Project, any acts or circumstances that may constitute failure of consideration, any destruction of or damage to the Project, or any failure of the Lender to perform and observe any terms of the Loan Documents, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement, it being the intention of the parties that the payments required hereunder will be paid in full when due without any delay or diminution whatsoever.

H. LATE PAYMENT PENALTY: If any installment of principal or interest due from Borrower to Lender is not paid when due, in addition to any other remedies agreed to, the Borrower shall pay a late charge of \$.05 for each dollar then over due. The parties agree that the Borrower waives any right to notice.

I. NOT IN DEFAULT: As of the date hereof, The Borrower is not in default with respect to any loan, mortgage or agreement related to borrowing monies that it is a party to and no event has occurred which would create any default upon the passing of time.

J. NOTICE OF FINANCIAL CONDITION: Borrower shall immediately notify Lender of any and all events or actions which may materially affect the Borrower's ability to carry on its operations or perform all of its obligations under this or any other agreements. In addition the Borrower shall submit to the City quarterly and annual reports of its financial status.

SECTION V. CONDITIONS PRECEDENT TO CLOSING.

A. LOAN DOCUMENTS: All documents required by Lender pursuant to this Agreement, whether specifically itemized herein or not, shall be on standard forms or as otherwise directed by Lender, and shall be in form, content and execution satisfactory to Lender and its legal counsel. The Borrower shall execute, obtain and deliver such documentation as Lender shall require, including but not limited to the following (collectively, the "Loan Documents"):

- (1) Illinois Revolving Loan Promissory Note in the amount of the Loan (the "Note");
- (2) Mortgage
- (3) Standard Form UCC-1 and 2 Financing Statements;
- (4) Hazardous Substance Indemnification Agreement;
- (5) Personal Guaranty;

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- (6) Borrower's Certificate;
- (7) Such other properly executed documents, including but not limited to assignments, certificates, subordinations, etc. as Lender may direct;
- (8) Title Insurance Policy naming Lender as insured in the amount of the note with such endorsements as lender may direct.
- (9) Survey certified to Lender and Title Insurance Company;
- (10) This Agreement.

B. ADDITIONAL FINANCING: Fifteen (15) days prior to the funding of the Loan, Borrower shall furnish to the Lender proof of additional financing in substantial compliance with the following terms:

- (1) Private financing from Park National Bank as stipulated in Exhibit B attached hereto and made a part hereof.

C. COSTS AND EXPENSES: As applicable, Borrower shall pay all costs and expenses associated with the Loan including all insurance policies, recording and filing fees and taxes, UCC searches, tax lien and judgment lien searches, opinions rendered as required by Lender, negotiation and preparation of the Loan Documents and any subsequent modifications thereto.

D. COMPLIANCE WITH APPLICABLE LAW: Borrower shall furnish to Lender evidence satisfactory to Lender that the Project is in compliance with all applicable laws, rules, regulations, orders, ordinances, codes and the like, pertaining to or affecting the Project.

E. LOAN MONIES USED FOR PRIOR EXPENSES: If it has been agreed that Loan monies shall be used to reimburse Borrower for prior payments or deposits, Borrower shall furnish Lender canceled checks, invoices or other documentation as is deemed acceptable by the Lender.

SECTION VI. EVENTS OF DEFAULT.

If any of the following events of default shall occur and shall not have been remedied, then, and in any such case, the Lender may, immediately declare the principal of and interest accrued on the Note and all other sums due under the Loan Documents to be forthwith due and payable, whereupon the same shall become immediately due and payable:

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A. Any representation or warranty made by the Borrower in this Agreement or in any document or certificate of the Borrower furnished to the Lender that shall prove to have been incorrect in any material respect; or

B. The Borrower shall default in the payment, when due, of any installment of principal of or interest on the Loan or the Note or any other sum payable by the Borrower under this Agreement or any of the Loan Documents 10 days after notice; or

C. The Borrower shall default in the performance of any other obligation to be performed by it contained herein or in any of the Loan Documents, including but not limited to maintaining its principal place of business in Chicago, 30 days after notice; or

D. Any indebtedness for money borrowed, for which the Borrower is liable, as principal obligor, guarantor or otherwise, is not paid when due; or

E. Any default or event of default as defined in any loan or similar agreement to which the Borrower is now or hereafter a party, or any other event thereunder or upon any occurrence of which any holder or holders of indebtedness outstanding thereunder may declare the same due and payable, shall occur and shall continue for more than any cure applicable periods, provided therein; or

F. The Borrower or any of the guarantors of the Loan shall (1) apply for or consent to the appointment of a receiver, trustee, or liquidator of itself, or of all or a substantial part of its assets, or (2) be unable, or admit in writing its inability to pay its debts as they fall due, or (3) make a general assignment for the benefit of creditors, (4) be adjudicated a bankrupt or insolvent, or (5) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding; or any action shall be taken by it for the purpose of effecting any of the foregoing.

G. Borrowers sale, partial sale, transfer or voluntary disposition of its business, the Project or any interest therein. If the Borrower wishes to sell, transfer or dispose of any such interest Borrower either shall seek the consent of the Lender and meet the conditions stipulated by Lender or make a full payment of the Loan prior to such sale, transfer or disposition.

SECTION VII. OTHER PROVISIONS.

A. MISCELLANEOUS: In addition to all of the other terms and conditions of this Agreement, the Borrower hereby covenants and agrees to the following:

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- (1) NO WAIVER BY LENDER: Any waiver by Lender of any default on the part of Borrower shall not waive or affect any other default, whether prior or subsequent thereto or a repetition of the same default.
- (2) ALL REPRESENTATIONS ARE FOR DURATION OF LOAN: All covenants, representations and warranties which have been made by Borrower herein shall be true now and at all times hereafter until the Loan shall have been paid in full.
- (3) NO JOINT VENTURE/DISCLAIMER OF RELATIONSHIP: The relationship between Lender and Borrower shall be only that of creditor-debtor and no relationship of agency, partner or joint or co-venturer or any other third-party relationship shall be created by or inferred from this Agreement or the Loan Documents. Borrower shall indemnify, defend and hold Lender harmless from any and all claims asserted against Lender as being the agent, partner, or joint-venturer of Borrower.
- (4) FINAL AGREEMENT: The terms and conditions of this Agreement are the final written expression of the parties. All prior discussions, negotiations and agreements are of no force and effect except to the extent such agreements are referred to herein. This Agreement can be modified only in writing duly executed by all parties. This Agreement may not be assigned without the prior written consent of the Lender.
- (5) INTERPRETATION OF GOVERNING LAW: Should any provision of this Agreement be adjudged to be unenforceable, it shall, at Lender's election, be deemed to be automatically reformed to the extent possible to render it enforceable and, in any event, the invalidity or unenforceability of one provision of this Agreement shall not affect or impair the validity or enforceability of any of the remaining provisions of this Agreement. Section and paragraph headings are for convenience only and do not bear on the construction or interpretation of the content of this Agreement. The singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.
- (6) TIME OF ESSENCE: Time is of the essence of this Agreement. All times herein specified are, in each case, firm and shall not be extended without Lender's prior written approval.

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- (7) LENDER'S RIGHT TO USE BORROWER'S NAME: Lender shall have the right to include the Borrower/Project/Company, its name and photograph or artistic rendering and other pertinent information in Lender's promotional literature and communications.
- (8) IN EVENT OF GUARANTOR'S DIVORCE: Personal guarantors, hereby acknowledge that (a) if the personal financial statements submitted by them to Lender are joint statements combining their assets and liabilities with those of any other person or a spouse, or the Lender has relied upon the credit of such other person or spouse in agreeing to make the Loan, that such other person or spouse shall be deemed to be an applicant for the Loan and that such other person or spouse shall be deemed to be and, in fact, shall execute and deliver all of the appropriate documentation as Lender may require.
- (9) AGREEMENT UNDER ILLINOIS LAWS: This Agreement and the Loan Documents shall be governed by and construed in accordance with the laws of the State of Illinois.
- (10) RESOLUTION OF CONFLICT: In the event a conflict arises between any of the provisions in this Agreement and any of the other Loan Documents, this Agreement shall control. If this Agreement does not address a particular issue, then the Loan Documents shall control to the extent they are not inconsistent with this Agreement.
- (11) LABOR STANDARDS: If Loan proceeds are used for construction, Borrower (including all contractors of Borrower) shall be required to meet labor standards and prevailing schedules of the Davis-Bacon Act, as amended (40 U.S.C. 276-a-5).)
- (12) CONFLICT OF INTEREST: No member, official or employee of Lender shall have any personal interest, direct or indirect, in the Borrower's business; nor shall any such member, official or employee participate in any decision relating to Borrower's business which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly interested. In addition, no employee of Lender shall do any act in violation of the City of Chicago's Ethics ordinance or similar requirements of the United States of America, Department of Housing and Urban Development ("HUD").

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(13) INDEMNIFICATION: The Borrower covenants and agrees, at its expense, to pay and to indemnify and save the Lender, the Lender's officers, employees and agents harmless of, from and against, any and all claims, damages, demands, expenses, liabilities and taxes (of any character or nature whatsoever, regardless of by whom imposed), and losses of every conceivable kind, character and nature whatsoever (including, but not limited to, claims for loss or damage to any property or injury to or death of any person asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the Project), or the condition, occupancy, use, possession, conduct or management of, or any work done in or about or involving the Project. The Borrower also covenants and agrees, at its expense, to pay and to indemnify and save the Lender, the Lender's officers, employees and agents, harmless of, from and against, all costs, reasonable counsel fees (including the fees of any outside counsel retained by the Lender and the Lender's Corporation Counsel, the Lender's officers, employees and agents, or any of them), expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. In the event that any action or proceeding is brought against the Lender, the Lender's officers, employees and agents, by reason of any such claim or demand, the Borrower, upon notice from the Lender, covenants to resist and defend such action or proceeding on behalf of the Lender, the Lender's officers, employees and agents. This obligation of indemnification on the part of the Borrower shall survive the closing of this Loan, the repayment of the Loan and any cancellation of this Agreement.

(14) MAINTAINING RECORDS/RIGHTS TO INSPECT:

- (a) Borrower shall keep and maintain such books, records and other documents as shall be required by Lender and necessary to reflect and disclose fully the amount and disposition of the Loan proceeds, the total cost of the activities paid for, in whole or in part, with Loan proceeds, and the nature of all activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Borrower for inspection, copying, audit and examination at all reasonable times by and duly authorized representative of the Lender.

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- (b) Any duly authorized representative of the Lender or HUD shall, at all reasonable times, have access to all portions of the Project.
- (c) The rights of access and inspection provided in this Section shall continue until the completion of all close-out procedures respecting the Loan and until the final settlement and conclusion of all issues arising out of the Loan.

(15) EQUAL EMPLOYMENT: Borrower and its successors and assigns, agree that so long as the Note remains outstanding and unpaid in full:

- (a) Borrower will not discriminate against any employee or applicant for employment on account of race, religion, color, sex, handicap or national origin. Borrower will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap or national origin. Such action shall include, but not be limited to, the following: (a) employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Borrower agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.
- (b) Borrower will in all solicitation of, or advertisements for, employees placed by or on its behalf, state that all qualified job applicants will receive consideration for employment without regard to race, religion, color, sex, handicap or national origin.

B. NOTICES: All notices permitted or required pursuant to this Agreement shall be in writing and shall be deemed to have been served within five (5) business days when sent by certified mail, return receipt requested, postage prepaid; or shall be deemed to have been served on the next business day where sent via express delivery service or airborne overnight delivery and addressed to the party to whom such notice is intended as set forth below.

IF TO BORROWER:

Tadeusz Kowalczyk d/b/a
Orbit Restaurant & Lounge
2954 North Milwaukee Avenue
Chicago, Illinois

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employment without regard to race, religion, color, sex, handicap or national origin.

B. NOTICES: All notices permitted or required pursuant to this Agreement shall be in writing and shall be deemed to have been served within five (5) business days when sent by certified mail, return receipt requested, postage prepaid; or shall be deemed to have been served on the next business day where sent via express delivery service or airborne overnight delivery and addressed to the party to whom such notice is intended as set forth below.

IF TO BORROWER:

Tadeusz Kowalczyk d/b/a
Orbit Restaurant & Lounge
2954 North Milwaukee Avenue
Chicago, Illinois

IF TO LENDER:

Commissioner
Department of Economic Development
24 East Congress Parkway, 7th Floor
Chicago, Illinois 60605

WITH A COPY TO:

Office of the Corporation Counsel
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance & Economic
Development

IN WITNESS WHEREOF, Lender, Borrower and Guarantors, if any, have caused this Agreement to be duly executed and delivered as of the date first above written.

LENDER:

CITY OF CHICAGO

Commissioner of Economic Development

BORROWER:

TADEUSZ KOWALCZYK
d/b/a ORBIT RESTAURANT AND LOUNGE

By:

Name:

COOK COUNTY, ILLINOIS
RECORDS DEPARTMENT

Aug 26 PM 1:54

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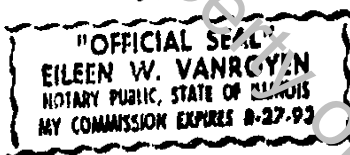
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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that TADEUSZ KOWALCZYK personally known to me to be the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of February, 1990.



Eileen W. VanRoven
Notary Public

My Commission Expires _____

Cook County Clerk's Office

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EXHIBIT A

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
Light Fixtures:			
8	HADCO MC-3365-E	\$ 515.00 EA.	
6	FORECAST 90-53	415.00 EA.	
			\$ 7,138.80

Chairs.

200	CARTONS MSE-8800-BD STACKING CHAIR WITH GOLD BRAID PTE AND POWER WEAVE - CORAL OF CHICAGO - HYACINTH POWER WEAVE SOLID COLOR - 54" WIDE - 40% NYLON - 30% ACRYLIC AND 30% OLEFIN WITH ROSEWOOD ANODIZED LEGS	\$ 130.00 EA.	
		\$ 26,000.00 SUBTOTAL	
		2,080.00 TAX	
			\$28,080.00

Tables:

4	26" FOR LOVE-SEAT BOOTH (MOHAGANY TRIM)	\$ 150.00 EA.	
4	KD5014 CHROME PARASOLE TABLE BASES	\$ 35.00 EA.	

Booths:

4	LOVE-SEAT BOOTHS (MOHAGANY TRIM)	\$ 1,000.00 EA.	
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BOOTH HEADREST -
PREDICTIONS - WOODROSE

BOTH SEAT - PREDICTIONS -
WOODROSE

TABLE TOP - FORMICA BLUSH-
STONE - #968 MATTE FINISH

\$	4,740.00 SUBTOTAL
\$	379.20 TAX

\$	2,559.60 DOWNPAYMENT
\$	2,559.60 BALANCE

\$ 5,119.20

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EXHIBIT A page 2

JOB LOCATION
DINING ROOM

Furnish Ambassador Carpet, custom pattern and color per approved sample. Freight, cartage and journeyman labor necessary to install the carpet wall to wall cemented direct to the wood subflooring during regular working hours. Based on a custom weaving of 446 sq. yds.

\$	9,709 MATERIALS
\$	776.75 TAX
\$	3,007.00 FREIGHT & LABOR

\$13,493.17

Restaurant Tables:

12	RESTAURANT TABLES	\$	350.00 EA.
			\$ 4,200.00

ORBITEXHIB

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EXHIBIT A 0 0 0 0 0

2934-54 North Milwaukee Avenue a/k/a 2913-25 North Central Park Avenue,
Chicago, IL

LEGAL DESCRIPTION: Lots 1, 2, 3, 4, 5, 6, and 7 in Block 1 in Wm. E.
Hatterman's Milwaukee Avenue Subdivision, being a
subdivision of lots 15 and 16 in Brand's Subdivision of
of the NE $\frac{1}{4}$ of Section 26, Township 40 North, Range
13, East of the 3rd Principal Meridian, in Cook County
Illinois.

Permanent Index Number: 13-26-222-011-0000

Property of Cook County Clerk's Office

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