

First Illinois "Home Equity" Mortgage

THIS MORTGAGE is made this 24th day of May, 1991, by the undersigned ("Borrower") in favor of First Illinois Bank of Wilmette ("Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY THOUSAND AND NO/100 Dollars (\$ 30,000.00) which indebtedness is evidenced by Borrower's "Home Equity" Line of Credit Mortgage Note dated May 24, 1991 ("Note") providing for monthly installments of interest, with the balance of the indebtedness, if not sooner paid, due and payable on the last business day of the sixtieth (60th) full calendar month following the date of this Mortgage;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note (which at inception is in excess of \$5,000.00), with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and in the Loan Agreement of even date between Lender and Borrower or its beneficiary, if applicable ("Agreement"), which terms and provisions are incorporated herein, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 1B hereof ("Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook State of Illinois legally described on Exhibit "A" attached hereto, which has the address of 1500 Lake Avenue, Wilmette, IL 60091 ("Property Address");

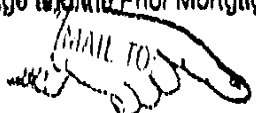
TOGETHER with all improvements now or hereafter erected on the property, and all easements, right, appurtenances, rents, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, except the prior mortgage, if any, hereinafter referred to ("Prior Mortgage"), and that Borrower will defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property acceptable to Lender in its reasonable discretion.

UNIFORM COVENANTS. Borrower covenants and agrees in favor of Lender as follows:

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, all additional expenses and advances herein or therein provided, and late charges as provided in the Note, Agreement and the principal of and interest on any Future Advances secured by this Mortgage.
- 2. Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage other than the Prior Mortgage (and as to said Prior Mortgage shall pay all installments promptly); provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property of any part thereof.
- 3. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and the Prior Mortgage.

Instrument Prepared by:
and to be returned to:



Roberta L. Russell
First Illinois Bank of Wilmette
1200 Central Avenue
Wilmette, IL 60091

Real Estate Tax I.D. No(s):

05-28-424-020

1600

RL-319-u

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The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier or the holder of the Prior Mortgage, if required.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and form acceptable to Lender. Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damages, providing such restoration or repair is economically feasible, the security of this Mortgage is not thereby impaired, and the Borrower or its beneficiary, if applicable, intends to maintain the Property as the principal residence. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage, provided the Property shall continue as the principal residence of Borrower or its beneficiary, if applicable.

If the Property is acquired by Lender pursuant to the provisions hereof, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

4. **Preservations and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

5. **Protection of Lender's Securities.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, foreclosure of the Prior Mortgage, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including but not limited to, disbursement of a reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note payment of interest unless such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

6. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall attempt to give Borrower notice prior to any such inspection specifying a reasonable cause therefore related to Lender's interest in the Property.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the Prior Mortgage.

In the event of a total taking of the Property, subject to the rights of the Prior Mortgage, the proceeds shall be applied to the sums secured this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the taking with the balance of the proceed 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to sums secured by this Mortgage, provided Borrower or its beneficiary, if applicable, intends to reoccupy the Property as the principal residence.

Unless Borrower and Lender otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

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8. **Borrower Not Released.** Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
9. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
10. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
11. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
13. **Governing Law; Severability.** This Mortgage shall be governed by the Law of the State of Illinois, including without limitation the provisions of Illinois Revised Statute Chapter 17, Sections 6405, 6406 and 6407; and 312.2. In the event that any provisions or clause of this Mortgage, the Note or Loan Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Loan Agreement or Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage, the Note and Loan Agreement are declared to be severable.
14. **Borrower's Copy.** Borrower (or Borrower's beneficiary, if applicable) shall be furnished a conformed copy of the Note and this Mortgage at the time of execution or after recordation hereof.
15. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein (including beneficial interest in the land trust, if applicable) is sold, assigned, transferred or further encumbered by Borrower or its beneficiary (including modification or amendment of the Prior Mortgage to increase the indebtedness thereby secured) without Lender's prior written consent, or the Property is no longer the principal residence of Borrower or its beneficiary, if applicable, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.
If the Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 16 hereof.
16. **Acceleration; Remedies.** Upon Borrower's (or Borrower's beneficiary, if applicable) breach of any covenant or any covenant or agreement of Borrower in the Loan Agreement, Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage or as set forth in the Note or Agreement, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence and title reports.
17. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable, provided, however, that such rents are applicable to that portion of the Property not occupied as the principal residence of Borrower or its beneficiary, if applicable.

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Upon acceleration under paragraph 16 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

- 18. **Future Advances.** Upon request of Borrower (or Borrower's beneficiary, if applicable), Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that the said notes are secured hereby and all such advances shall be secured by the priority of this mortgage. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed twice the original amount of the Note.
- 19. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage and if required by law shall pay all applicable expenses including recording fees relative thereto. Borrower shall, however, pay a release fee to Lender in an amount specified in the Loan Agreement of even date executed by Borrower (or its beneficiary, if applicable).
- 20. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.
- 21. **Exculpatory.** In the event the Borrower executing this Mortgage is an Illinois land trust, this Mortgage is executed by Borrower, not personally, but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Borrower hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the Borrower personally to pay the Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as Borrower is personally concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness secured hereby shall look solely to the Property hereby mortgaged, conveyed and assigned to any other security given at any time to secure the payment thereof.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

WILLIAM D. BISHOP and ELIZABETH SHAW BISHOP, his wife, as Joint Tenants.

William D. Bishop
Elizabeth Shaw Bishop
Borrower

For Information Purposes:

Prior Mortgage in favor of: _____

Recorded on _____, 19____, as Document No.: _____

Original Debt: \$ _____ Present Debt: _____

State of ILLINOIS)

Country of COOK)

I, MICHAEL E. SAUER, a Notary Public in and for said County, in the State aforesaid,

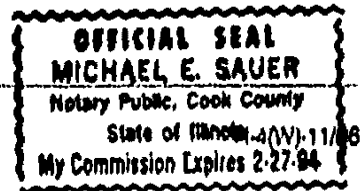
DO HEREBY CERTIFY that WILLIAM D. BISHOP and ELIZABETH SHAW BISHOP, his wife, as Joint Tenants

personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ they signed, sealed and delivered the said instrument as _____ their _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 8th day of June, 19 91

Michael E. Sauer
Notary Public

Commission Expires: _____



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EXHIBIT A

LEGAL DESCRIPTION FOR MORTGAGE DATED May, 24, 1991
IN THE AMOUNT OF \$ '30,000.00', EXECUTED BY WILLIAM D. BISHOP and ELIZABETH SHAW BISHOP, his wife, as Joint Tenants
PIN: 05-28-624-020
COMMONLY KNOWN AS: 1500 LAKE AVENUE, WILMETTE, IL 60091

²⁰
LOT 1 IN BLOCK 1 IN MUNN & PALMER'S ADDITION TO WILMETTE, IN SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ARTICLE TWO
to
ARTICLES OF AMENDMENT
of
HP HOLDING COMPANY

RESOLVED, that Article Four of the Corporation's Articles of Incorporation is amended to read as follows:

Paragraph 1: The authorized shares are:

<u>Class</u>	<u>Par Value Per Share</u>	<u>Number of Shares Authorized</u>
<u>Common</u>		
Class A (Voting) Common	No par	1,100,000
Class B (Non-voting) Common	No par	200,000
<u>Preferred (Non-voting)</u>		
Class A Preferred	\$10.00	100,000
Class B Preferred	\$10.00	550,000

Paragraph 2: The preferences, qualifications, limitations, restrictions, and the special or relative rights in respect of the shares of each class of stock are:

COMMON SHARES
Class A Common

Subject to the laws of the State of Illinois, the entire voting power of the Corporation shall be vested exclusively in the holders of the Class A Common Shares. Holders of Class A Common shall be entitled to one vote for each share of Class A Common held. All voting rights conferred hereunder to holders of Class A Common shall be non-cumulative, as per Section 7.40 of the Illinois Business Corporation Act.

Class B Common

The Class B Common shall carry no voting rights and the holders of the Class B Common Shares shall not have any right to vote those shares or otherwise participate in the

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management of the Corporation. In all other respects, the rights of the holders of the Class B Common Shares shall be identical to those of the holders of the Class A Common Shares.

PREFERRED SHARES

Class A Preferred.

The Company's Preferred Stock issued December 11, 1986 is hereby redesignated Class A Preferred Stock, and each share of such Preferred Stock shall henceforth be deemed to be a share of Class A Preferred Stock. Annual dividends on the Class A Preferred Stock shall be calculated based upon par value in an amount equal to 85% of the announced rate of interest of American National Bank and Trust Company of Chicago ("American National") as its base rate from time to time.

Class B Preferred.

Annual dividends on the Class B Preferred Stock shall be calculated based upon par value in an amount equal to the announced rate of interest of American National as its base rate from time to time, plus one-quarter percent.

The following provisions shall apply to the Class A Preferred Stock and the Class B Preferred Stock:

(i) If there are changes in the corporate income tax rate or the dividends received deduction applicable to corporate shareholders under the Internal Revenue Code, the respective Preferred Stock dividend rates will be adjusted upward or downward as the case may be, so that the net after tax rate of return on the Preferred Stock, assuming the Preferred Stock is held by a corporate shareholder subject to taxation under the Internal Revenue Code, will remain constant. The holders of the Preferred Shares shall be entitled to receive quarterly dividends payable in cash, on the first day of the months of March, June, September, and December.

(ii) Dividends shall accrue from the date of issuance of the respective Preferred Shares and shall be deemed to accrue from day to day whether or not earned or declared. Such dividends shall be payable before any dividends shall be paid, declared, or set apart for any of the Common Shares of the Corporation, and shall be cumulative so that if for any dividend period such dividends on the outstanding Preferred Shares are not paid or declared and set apart therefor, the deficiency shall be fully paid or declared and set apart for payment, before any distribution, by dividend or otherwise,

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shall be paid on, declared, or set apart for any of the Common Shares of the Corporation. Interest shall accrue on any cumulated dividends at a rate equal to the respective dividend rates described above and shall be payable quarterly, in cash, on the dividend dates set forth in subparagraph (i) until such time as all payable dividends on Preferred Shares are paid in full.

(iii) The Preferred Shares shall carry no voting rights and the holders of the Preferred Shares shall not have any right to vote those shares or otherwise participate in the management of the Corporation.

(iv) The Corporation shall not redeem any shares of any other class of stock while any portion of the Preferred Shares remain outstanding.

(v) The Preferred Shares shall be redeemable at any time by the Corporation at their par value, plus any accrued and unpaid dividends to the date of payment of the call price, provided that no such redemption shall occur if it would cause the Corporation to fail to meet all capital adequacy tests of all regulatory authorities. In the event the Corporation elects to redeem less than all of its outstanding Class A Preferred Shares and Class B Preferred Shares, it shall first redeem all of the Class A Preferred Shares before redeeming any of the Class B Preferred Shares, unless the holder of the Class A Preferred Shares consents in writing to the Corporation's redemption of any Class B Preferred Shares while Class A Preferred Shares remain outstanding.

(vi) On any voluntary or involuntary liquidation, dissolution, or winding up of the Corporation, the holders of the Preferred Shares shall receive an amount equal to the par value of such shares, plus all accrued and unpaid dividends, and no more, before any amount shall be paid to the holders of any other class of stock. In the event that the assets of the Corporation are insufficient to permit full payment to the holders of Preferred Shares as herein provided, then such assets shall be distributed ratably among the outstanding Preferred Shares. Subject to such preferential rights, the holders of the Common Shares shall receive, ratably, all remaining assets of the Corporation. A consolidation or merger of the Corporation with or into any other Corporation, or a sale of all or substantially all of the assets of the Corporation shall not be deemed a liquidation, dissolution, or winding up of the Corporation within the meaning of this paragraph.

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(vii) No Preferred Shareholder or involuntary transferee shall sell, assign, transfer or otherwise convey any Preferred Shares, without the prior written consent of the Corporation, unless all of such shares are first offered for sale to the Corporation, upon the following terms and conditions:

- a) the Preferred Shareholder shall make an offer to the Corporation by written notice, which shall state the name and address of the proposed purchaser and the price and terms of the proposed sale and extend to the Corporation an option to buy the shares upon the same terms and purchase price as the proposed sale;
- b) the offer shall remain open for 30 days after the day on which the notice of the proposed sale is received by the Corporation;
- c) the Corporation may accept the offer within 30 days of receipt of the notice by mailing, prior to midnight of the 30th day, notice of acceptance to the offeror.

Paragraph 3: The following endorsement shall appear on the reverse side of each certificate representing the ownership of shares of the Corporation:

A FULL STATEMENT OF THE DESIGNATION, RELATIVE RIGHTS, PREFERENCES, AND LIMITATIONS OF THE SHARES OF EACH CLASS AUTHORIZED TO BE ISSUED AND THE DESIGNATION, RELATIVE RIGHTS, PREFERENCES, AND LIMITATIONS OF THE SHARES OF EACH SERIES OF EACH CLASS AS FIXED BY THE ARTICLES OF INCORPORATION WILL BE FURNISHED TO ANY SHAREHOLDER UPON REQUEST AND WITHOUT CHARGE.

Paragraph 4: No holder of shares of the Corporation shall have any preemptive or preferential right of subscription to any shares of any class of the Corporation, whether now or hereafter authorized. The acceptance of shares in the Corporation shall be a waiver of any such preemptive or preferential right which might otherwise be asserted by the shareholders of the Corporation.

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