FIRST ESDERAL OF SLGIN, F.S.A. 28 NORTH GROVE AVENUE ELGIN, ILLINOIS 60120

LN # 208644-5

92923402

MORTGAGE

THIS MORTGACE ("Security Instrument") is given on

NOVEMBER 13 1992 . The mortgagor is

EMIL GRAZIANO ALD KATHLEEN GRAZIANO HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to FIRST FEDERAL OF ELGIN, M.S.A.

which is organized and existing under the laws ex-INITED STATES OF AMERICA address is 28 NORTH GROVE AVENUE, ELGIN. ILLINOIS 60120

, and whose

("Lender"). Horrower owes Lender the principal sum of

AND 00/100 ONE HUNDRED THIRTY ONE THOUSAND FIVE MUNDRED

Dollars (U.S. \$ 131,500.00

to the control of the things o

This debt is evidenced by Horrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1 2022 Insurament secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and medifications of the Note; (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 covariant and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois: COOK

THE SOUTH 30 FEET OF THE NORTH 1/2 OF LOT 1 IN BLOCK 19 IN W.F. KAISER AND COMPANY'S ADDISON HEIGHTS SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NUMBER: 13-19-135-012

which has the address of

Ø +6H(IL) (9105)

3654 NORTH OAK PARK AVE CHICAGO 60634 ("Property Address");

Illinois

[Zip Code] ILLINOIS - Single Family - Fannie Mae/Freddte Mac UNIFORM INSTRUMENT

VMP MORTGAGE FORMS - (213)202-8100 - (800)521-7291

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and all casoments, appartenances, and TOOETHER WITH all the improvements now or hereafter

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."

BORROWIR COVENANTS that Horrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencombered, except for encombrances 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 finited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

Borrower shall promptly pay when due the 1. Payment of Principal and Interest; Prepayment and Late Charges. principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may atmin priority over this Security Instrument as a lieu on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage four may require for Horrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to fine, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Pands sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Fands due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be built to an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bunk, Lender shall apply the Funds to pay the Escrow Hems. Lender may not charge By its yer for holding and applying the Funds, annually analyzing the eserow account, or verifying the Escrow Items, unless Lender pay. Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this lonn, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall no, be required to pay Borrower any interest or earnings on the Fands. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of roulicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Horrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Bo rower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or self the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquiration or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges this under the Note; acoud, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines of a impositions attributable to the Property which may amin priority over this Security Instrument, and feasehold payments or groups reads, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Horrower shall pay them on time directly to the person owed payment, Borrower shall promptly famish to Lender all notices of amount to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts editioning the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument vides Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Leuder; (b) convers in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinical perate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the nen to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may (ttal) priority over this Security Instrument, Lender may give Borrower a notice identifying 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.

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5. Hazard or Property bearance. Dortower shall keep the improvementation existing of hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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 damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, es ab ish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and small continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Land cotherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Horrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default it any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forteiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 38, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impaisment of the lien created by this Security Instrument or Leo/Jer's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or illusquate information or statements to Lender (or failed to provide Lender with any material information) in connection with the law grideneed by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless I ender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borroser fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or forfeiture or to inforce laws or regulations), then Lender may do not pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a hen which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender pay, take action under this paragraph 1, Lender

does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become addition a debt of Borrower accured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these a notates shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Forrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of mating the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance of effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance asymptoted by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage injused of ceased to be in effect. Lender with accept, use and return these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

insurance ends in accordance with any written agreement between Borrower and Lensler or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Proper', is abundoned 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 colicet 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 Ectrover 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.

11. Borrower Not Released: Earbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization 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 exercise g any right or remedy shall not be a waiver of or preclude the exercise of any

right or remedy.

12. Successors and Assigns Bound; Joint at d 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 will 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 make any accommodations with regard to the terms of this Security extrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instancent is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charge 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 recpayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument seem the given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. 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 actice 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 any 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 Instrument and the Note are declared to be severable.

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16. Barrower's Copy. Indicaver shall be given one contamined copy of the November of this Security Instrument.

17. Transfer of the Property or a Heneficial 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 matural 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 Lemder 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.

If Borrower meets certain conditions, Borrower shall have the right to have 18. Borrower's Right to Reinstate. 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 Horrower: (a) pays Lender all sums which then would be the under this Security Instrument and the Note as if no acceleration had 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 hen 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 paragraph 17

The Note or a partial interest in the Note (together with this Security 19, Sale of Note; Change of Loan Servicer. Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Service" that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Lam Servicer and the address to which payments should be made. The notice will also comain any other

information required by a plu able law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in he Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hizz dous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lenger written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or prival party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. It Borrower learns, or is notified by any governmental or regulatory ambority, that environmental or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all

necessary remedial actions in accordance with Unvironmental Law.

As used in this paragraph 20, "Hazardons Substances" are those substances defined as toxic or bazardous substances by Environmental Law and the following substance: gescline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal and and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrover prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless 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 Bor over, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, forcelosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure if the default is not cured on or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall rocate this Security Instrument without charge to Borrower. Horrower shall pay any recordation costs.

23. Walver of Homestead. Horrower waives all right of homestead exemption in the Property.

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Property of Coot County Clert's Office

24. Riders to this Security Instrument. Security Instrument, the covenants and agrees	If one or more riders are executed by	Borrower and recorded together with this project into and shall amend and smoothement
the covenants and greenents of this Security	Instrument as if the rider(s) were a part of	of this Security Instrument.
[Check applicable box(es)] [Adjustable Age Rider	Condominium Rider Planned Unit Development Rider Rate Improvement Rider Other(s) [specify]	1-4 Family Rider
BY SIGNING BELOW, Borrower and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorder, with it. Witnesses: (Seal)		
	EMIL GRAZGAN	-Horrower
	ATTILLEEN GRA	ZTANO (Scul) Horrower
	(Seal)	(Seal)
	-Borrower	·Bottowet
STATE OF ILLINOIS,	COOK Lown	ty ss:
. The undersigned	, a Notary Public in and for	said county and state do hereby certify that
Emil Graziumo and Kathleen Graziano, Hisband Cont soile.		
Emil Charlesia dixi kari	CTY/ CH Comment because to	
subscribed to the foregoing instrument, appeare		ne to be the same person(s) whose name(s) nowled zed that
signed and delivered the said instrument as	The free and voluntary act, for the	uses and pur oses therein set forth.
Given under my hand and official seaf, this	13th day of MOVER	iber (1992)
My Commission Expires:	Bypen M.	DONOKIO
04-18-95	Notary Public	U
\$ T		
This Instrument was prepared by:		OFFICIAL SEAL
-8R(IL) (9195)	NOTARY	EYNN M. DONOFRIO PUGLIC STATE OF ILLINOIS MISSION EXP. APR. 12, 1905

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