11001

[Space Above This Line For Recording Date]

PREPARED BY: J. HULAR

MORTGAGE

JULY 26 THIS HORTGAGE ("8" JULY Instrument") is given on JULY 26
93. The mortgage is ... DESCRIPTION SALIFOSKI AND DOROTHY SALIFOSKI, HIS 93 The BOTTGAGO 1. CENARISTIC NIFE CS 65 CENANZIJA
APX MORTGAGI PERVICES, INC. WIFE ("Borrower"). This Security Instrument is given to , which is organised and existing under the laws of ILLINGIB , and whose address is 415 CREEKSIDE DAINE, PALATINE, ILLINOIS 60067 Borrower owes Lender the principal str of FIFTY-SEVEN THOUSAND AND 00/100

Dollars (J.). : ****57,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not , 2008 paid earlier, due and payable on AUGUET 1 This Security Instrument secures to Lander: (a) the repayment of the Cabt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 Lorrower's covenants and agreements under this Security Instrument and the Mote. For this purpose, Borrower does hereby soltgage, grant and convey to Lender the following described property COOK County, Illinois:

LOT 3 IN BLOCK 50 IN HANOVER HIGHLAND'S UNIT NUMBER 7, A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTH AST 1/4 OF SECTION 30, TOWNSHIP 41 MORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON OCTOBE(18, 1967 AS DOCUMENT NUMBER 20295106, IN COOK COUNTY, ILLINOIS.

DEFT-01 RECORDING

\$29.50

T\$1111 TRAN 1172 DE/10/93 11:14:00

COOK COUNTY RECORDER 45505 * *-93-628618

PERMANENT TAX ID. 07-30-201-003

7972 KENSINGTON LANE to eserbhs and ead doldw

(Street; ('Property Address');

HANOVER PARK

(CIEY)

60103 (Elp Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be dovered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

ILLINOIS -- Single Family-- Fennie Mee/Freddle Mac UNIFORM INSTRUMENT Pens 1 of 6

Form 3014

LAND TITLE COMPANY 464

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UNIFORM COVERANTS. Borrower and Lender govenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST: PREPAYMENT AND LATE CHARGES. Borrower shell promptly pay when due the 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 ("Funde") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (a) yearly hasard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; (e) yearly flood insurance with the provisions of paragraph 8, in lieu of the payment of Bortgage insurance premiums. These items are called "Recrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the Eaximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Betate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C., 2601 et seq. ("RESPA"), unless another law that applies to the Funds 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 Funds due on the basis of current data and reasonable estimates of expenditures of future Estrow Items or otherwise in accordance with applicable law.

The Funds shall be held in 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 Nume Loan Bank. Lender thall apply the Funds to pay the Becrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analysing the secrow account, or verifying the Becrow Items, unless Lender pays 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 wervice used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be pays, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, hower, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Finds, showing credits and debits to the Funds and the purpose for which seach debit to the Funds was made. The Funds are pleader as additional security for all sums accurate by this Security Instrument.

If the Funds held by Lender except the ascunts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Bacrow It as when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to as up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discrition.

Upon payment in full of all sums assured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sail the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums escured 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 prepay ent charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; ar. list, to any late charges due under the Note.
- 4. CHARGES; LIENS. Borrower shall pay all taxes, as examents, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and Descended payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if the fail in that manner, Borrower shall pay them on time directly to the person owed payment. Surrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lies which has priority over this Flourity Instrument unless Borrower: (a) agrees in writing to the payment of the obligation ascured by the lies in a manner accept the to Lender; (b) contests in good faith the lies by, or defends against enforcement of the lies in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lies, or (c) ascures from the holder of the lies an agreement attisfactory to Lender subordinating the lies to this Security Instrument. If Lender determines that any part of the Property is subject to a lies which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lies for take one or more of the actions set forth above within 10 days of the giving of notice.

B. HAZARD OR PROPERTY 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 goverage" and day other hazards, including floods or fluoding, for which Lender requires insurance. This insurance shall be maintained in the artiful and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Sorrower subject to Lender's approval which shall not be unreasonably withheld. If Sorrower fails to maintain coverage described above, I now may, at Lender's option, obtain goverage 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 mortygen 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 surrower 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 shandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has uffered 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 propeeds 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 acquisation.

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- 6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; LEASEHOLDS. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Ascurity Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating dirounstances exist which are beyond Sorrower's control. Sorrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or domnit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment sould result in forfeiture of the Property or otherwise materially impair the lien orested by this Security. Instrument Lender's security interest. Borrower may dure such a default and reinstate, as provided in paragraph 18, by dausing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Sorrower's interest in the Property or other material impairment of the lien greated by this Security Instrument or Lender's eccurity intelest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statement to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's nucupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all provisions of the lease. If Borrower acquires fee title to the Property, the lessehold and the fee title shall not merge unless Lender
- 7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Sorrower 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 protecting in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include laying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable alternives fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender doer not have to do so.

Any amounts disbursed by Lewe under this paragraph 7 shall become additional debt of Borrower secured by this Becurity Instrument. Unless Borrower and the or agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. MORTGAGE INSURANCE. If Inter required mortgage insurance as a condition of making the loss secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender impact 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 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 injurance previously being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use the previous being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use the previous being paid by Borrower when the insurance coverage insurance. Loss reserve payments may no longer be required, at the ortion of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurance 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 Lender or applicable law.
- 9. INSPECTION. Lender or its agent may make reasonable entire upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying yearonable cause for the inspection.
- 1D. CONDEMNATION. The proceeds of any award or claim for colarge, 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 sesigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall by 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 squal 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 fractions (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 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 of unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether in not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the bundary or offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 10 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

- 11. SORROWER NOT RELEASED; FORSEARANCE BY LENDER NOT A WAIVER. 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 Sorrower shall not operate to release the liability of the original Borrower or Sorrower'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 Sorrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. SUCCESSORS AND ASSIGNS SOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Burrower's covenants and agreements shall be joint and several. Any Sorrower who co-signs this Security Instrument but does not execute the Mote: (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 Sorrower may agree to extend, modify, for-bear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's con-

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13. LOAN CHARGES, It the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in sonnection 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 Secretary which exceeded permitted limits will be refunded to Socrover. Lender may choose to make this refund by reducing the principal owed under the Note or by taking a direct payment to Socrover. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class sail 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 sail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this

beregraph.

15. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicte with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Which can be given effect without the monfliciting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. BORROWER'S COPY. Extrover shall be given one conformed copy of the Note and of this Security Instrument.

17. TRANSFER OF THI PROPERTY OR A BINEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is said or transferred (or if a beneficial interest in Borrower is said or transferred and Borrower is not a natural person) without Letter's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security (natrument.

If Lender exercises this op'(o), Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the dire the notice is delivered or sailed 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

remodies permitted by this Security insimpent without further notice or demand on Burraver.

18. SORROWER'S RIGHT TO REINULATE. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discriptioned at any time prior to the earlier of: (a) S days (or such other period as applicable law may specify for reinstatement; hefore sain of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment wiscoing this Security Instrument. Those conditions are that Sourcever: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no addeleration had necurred; (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 attorny of Sees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Sorrower's obligation to pay the sums secured by this Security Instrument shall continue unchar, where the property is security Instrument and the obligations secured hereby shall remain fully effective as 'f no addeleration had occurred. Nowever, this right to reinstate shall not apply in the case of acceleration under paragraph '7.

19. SALE OF NOTE; CHANGE OF LOAN SERVICER. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to softower. A sale may result in a change in the entity (known as the "Loan Servicer") 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, Sorrower will be given written notice of the change in accordance with paymo aph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also

contain any other information required by applicable law.

20. HAZARDOUS SUBSTANCES. Borrower shall not dause or permit the prisents, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allo anyole else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentence. Tall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demaid, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Masardous Suistance or Ministance or Mi

As used in this paragraph 29, "Masardous Substances" are those substances defined as toxic or newarrous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleur products, toxic petroleur products, toxic petroleus and herbicides, volatile solvents, materials containing assestos or formaldehyde, and radioactive raterials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. ACCELERATION: REMEDIES. Lender shall give notice to Borrower 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 lose than 10 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to sure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure 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 nonexistence or 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 occlect 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.

ILLINOIS

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22. RELEASE. Upon payment of all sume of instrument without charge to Borrower. Borrower el	secured by this Security Instrument, L nall pay any recordation costs.	ender shall release this Security
23. WAIVER OF HOMESTEAD. Borrower waive 24. RIDERS TO THIS SECURITY INSTRUMENT. this Becurity Instrument, the covenants and agreements of this Sec	ents of each such rider shall be incorpo	orrower and recorded together with rated into and shall amend and
(Check applicable box(es)).		
() Adjustable Rate Rider	() Condominium Rider	() i - 4 Family Rider
[] Graduated Payment Rider	[] Flanned Unit Development Rider	[] Biweekly Payment Rider
() Balloon Rider	() Mate Improvement Rider	() Sevend Home Rider
() Other(s) [specify]		
BY SIGHTHG BELOW Prover and recorded with Witnesses:	on to the terms and duvenants dontained in it.	n this Security Instrument and in
70		ata.
	GENANGULA SALIFOSKI	Borzower
9	CHMANNIJA	53-58-6832
<u>O</u> x	Lank guttera &	(SAL)
•	DOROTHY BALLWORKI 3	49-58-8277
	0	(50aì)
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, Epace	selow This Live for Acknowledgment]	
	MAIL TO:	
APX MORTGAGE SERVICES, II 415 CREEKSIDE DRIVE PALATINE, ILLINOIS 60067	NC.	
STATE OF ILLINOIS	4	Š S
	} } SS:	9362301
COUNTY OF COOK	}	
The foregoing instrument was acknowledged before a	MILV 26 - 1993	
CENANZIJA	(person(s) adknowledging)	
"OFFICIAL SEAL" "OFFICIAL SEAL"	annelle M	SEAL)
THIS INSTRUMENT WAS PREPARED BY: J. E	IULAR	

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