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Form #3010-123

93275659

DEERFIELD FEDERAL SAVINGS AND LOAN ASSN
745 DEERFIELD ROAD, DEERFIELD, IL 60015
FAX: 708-222-2222
E-MAIL: 708-222-2222
TOLL FREE: 1-800-522-2222
ONLINE: www.deerfield.com

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **APRIL 2, 1993**
The mortgagor is **THEODORE G. BLAHUNKA, A SINGLE MAN NEVER BEEN MARRIED**

DEERFIELD FEDERAL SAVINGS AND LOAN ASSN
which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is
745 DEERFIELD ROAD, DEERFIELD, IL 60015

(“Borrower”). This Security Instrument is given to
NINETY-SIX THOUSAND FIVE HUNDRED AND NO CENTS
Dollars (U.S. \$ **96,500.00**). 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 paid earlier, due and payable on
MAY 1, 2008. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced
by the Note, with interest, and all renewals, extensions and modifications 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's¹
covenants 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

COOK

County, Illinois:

Unit No. 1-23-58-R-D-1 in the Arlington Club Condominium as delineated on
the survey of a portion of the following described real estate:

The final plats of the Arlington Club Unit 1, Unit 2, Unit 3 and Unit 4
Subdivisions of part of the East 1/2 of the Southwest 1/4 and part of the
Southwest 1/4 of Section 4, Township 42 North, Range 11, East of the Third
Principal Meridian, in the Village of Wheeling, Cook County, Illinois,
according to the Plats and Certificates of Corrections thereto, which survey
is attached as Exhibit A to the Declaration of Condominium ownership made by
American National Bank and Trust Company of Chicago, as Trustee under Trust
Agreement dated April 11, 1985 and known as Trust No. 64050 recorded in the
Office of the Recorder of Deeds, Cook County, Illinois, on June 17, 1986 as
document No. 86-246,994 together with the undivided percentage interest
appurtenant to said unit in the property described in said Declaration of
Condominium, as amended from time to time, excepting the units as defined
and set forth in the declaration and survey, as amended from time to time,
excepting the units as defined and set forth in the declaration and survey,
as amended from time to time, which percentage shall automatically change in
accordance with amended declarations as same are filed of record pursuant to
said declaration, and together with additional common elements as such
amended declarations are filed of record. In the percentages set forth in
such amended declarations which percentages shall automatically be deemed to
be conveyed effective on the recording of such amended declarations as
though conveyed thereby, in Cook County, Illinois. Reg. # 03-04-302-033-1428

which has the address of **1406 ASHTON COURT UNIT D-1** **WHEELING**
[Street] [City]

Illinois **60090** ("Property Address");
[Zip Code]

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1A78L1 (9103)

Form 3014 9/90 (page 1 of 6 pages)
Great Lakes Business Forms, Inc. ■
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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 2^a 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, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security 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 circumstances exist which are beyond Borrower'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 if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, 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 impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements 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 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 Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower 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 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 paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender 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 Lender required mortgage insurance as a condition of making the loan 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 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 insurer approved 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 lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve 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 Lender 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

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18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as remedies permitted by this Security Instrument without further notice or demand on Borrower.

This Security Instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any 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 date the notice is given, Lender shall have the right to have the date of this Security Instrument.

This Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) in all or any part of the Property or a beneficial 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 natural person) in it is given effect without the conflicting provision. To this end the provisions of this Security Instrument or the Note are can be given effect according to law, such conflict shall not affect other provisions of this Security Instrument or the Note which conflicts with applicable law.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Note 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 natural person) in it is given effect according to law, such conflict shall not affect other provisions of this Security Instrument or the Note which conflicts with applicable law.

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument declared to be serviceable.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument or clause of the Note which

confliction in which the Property is located, to the extent that any provision of this Security Instrument or clause of the Note

in this paragraph.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender, when given as provided

first class mail to Lender's address Borrower designates by notice to Lender. Any notice to Lender shall be given by

Property Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be directed to the mailing it by first class mail unless applicable law requires otherwise. The note shall be given by delivery in or by

mailing, and that law is finally interpreted for in this Security Instrument shall be given by delivery in or by delivery in or by

provisional clause under the Note.

13. Loan Charges. If 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 fee, or loan charges 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 the amount necessary to make

a direct payment to Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making

refunded to Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making

sums secured by this Security Instrument, and (c) after this loan charge has been paid, Lender may agree to extend, modify,

borrower's interest in the Property under the terms of this Security Instrument, (d) is not personally obligated to pay the

Instrument but does not exceed the permitted limits, then: (e) is to selling this Security Instrument only to nonrelatives, given and convey this

paragraph 17. Borrower's covenants and agrees that Lender and Borrower, subject to the provisions of this Security

Instrument shall hold and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this

12. Successors and Assigns; Joint and Several Liability; Cointersigners. The covenants and agreements of this

original Borrower or Borrower's successors in interest. Any transferance by Lender in exercising any right or remedy shall

otherwise made by Lender, (f) the sums secured by this Security Instrument by reason of any demand made by the

shall not be required to release the liability of the original Borrower or Borrower's successor in interest. Lender

maximization of amounts due of the sums secured by this Security Instrument granted by Lender to any successor in interest

11. Borrower, Not Released; Forgiveness By Lender Not a Waiver. Extension of time for payment of principal not extended or

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal not exceeding the

amount of the monthly payments received in paragraphs 1 and 2 or change the amount of such payments.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the

an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condominium offers to make

any assignment or other taking of any part of the Property, or for conveyance in lieu of condominium, are hereby

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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 Borrower: (a) pays Lender all sums which then would be due 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 lien 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.

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 Borrower. 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, 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 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 cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the 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 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, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial action, in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, 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 laws 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 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 less than 30 days from the date the notice is given to Borrower, 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, 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 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 release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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Fitter Letter Grade Form 3014-990
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Glossy letter grade form 3014-990

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DEERFIELD FEDERAL SAVINGS
5813 NORTH MILWAUKEE AVENUE
CHICAGO, ILLINOIS 60646

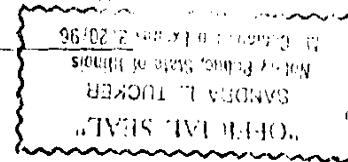
(Name)
(Address)

MAIL TO

This instrument was prepared by

This instrument was prepared by

Notary Public



My Commission expires:
3/20/96

day of

April, 1993

and

Given under my hand and official seal, this

for the

and delivered the said instrument as **AMERICAN** **168** free and voluntary act, for the uses and purposes herein set forth, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he **AMERICAN** **168** personally known to me to be the same person(s) whose name(s) **AMERICAN** **168**

do hereby certify that **THEODORE G. BLAHUNKA**, A SINGLE MAN NEVER BEEN MARRIED

, a Notary Public in and for said county and state,

STATE OF ILLINOIS, **168** (Seal) COUNTY **168** (Seal)

Social Security Number **168** (Seal) Social Security Number **168** (Seal)

Notarized **168** (Seal) Notarized **168** (Seal)

Social Security Number **168** (Seal) Social Security Number **168** (Seal)

Notarized **168** (Seal) Notarized **168** (Seal)

Witness: **168** (Seal) **168** (Seal) **168** (Seal)

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Security instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this

- Other(s) (specify)
 Adjustable Rider Biweekly Payment Rider Second Home Rider
 Adjustable Pyramid Rider Biweekly Development Rider Biweekly Rider
 Condominium Rider Biweekly Development Rider Biweekly Rider
 Family Rider Biweekly Payment Rider Biweekly Rider
 Racetrack Rider Racetrack Improvement Rider Racetrack Rider

Instrument. [Check applicable box(es)]

This Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 2nd day of APRIL 1993 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

DEERFIELD FEDERAL SAVINGS AND LOAN ASSN

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1406 ASHTON COURT UNIT D-1, WHEELING, IL 60090

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

THE ARLINGTON CLUB

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) The abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

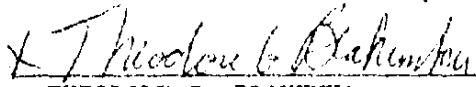
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.



THEODORE G. BLAHUNKA

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

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