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ADD TO BY OK OR

(Space above this line for recording purposes)

REAL ESTATE MORTGAGE
To Secure a Loan
From WORTH BANK & TRUST

1. DATE AND PARTIES. The date of this Real Estate Mortgage (Mortgage) is June 18, 1994, and the parties and their mailing addresses are the following:

MORTGAGOR:

PATRICIA R. VAZQUEZ
11028 S. Mason
Chicago Ridge, Illinois 60415
wife of Joseph T. Vazquez
JOSEPH T. VAZQUEZ
11028 S. Mason
Chicago Ridge, IL 60415
Social Security # 344-58-2010
husband of Patricia R. Vazquez

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BANK:

WORTH BANK & TRUST
an ILLINOIS banking corporation
6625 W. 111TH STREET
WORTH, ILLINOIS 60452
Tax I.D. # 28-2446635
(as Mortgagee)



DEPT-01 RECORDING \$31.50
T#1111 TRAN 3748 06/21/94 12:10:00
#0393 + CG * - 94 - 544583
COOK COUNTY RECORDER

2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:

- A. A promissory note, No. 88, (Note) dated June 18, 1994, and executed by PRO-WALLS, INC., VICTOR M. ZAVALA, and JOSEPH T. VAZQUEZ (Borrower) payable to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$20,000.00, plus interest, and all extensions, renewals, modifications or substitutions thereof.
- B. All future advances by Bank to Borrower, to Mortgagee, to any one or them or to any one of them and others (and all other obligations referred to in the subparagraph(s) below, whether or not this Mortgage is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness).
- C. All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property (as herein defined) and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Mortgage, plus interest at the same rate provided for in the Note computed on a simple interest method.
- D. All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the extent the taking of the Property (as herein defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Mortgagee's, behalf as authorized by this Mortgage and liabilities as guarantor, endorser or surety, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.
- E. Borrower's performance of the terms in the Note or Loan, Mortgagee's performance of any terms in this Mortgage, and Borrower's and Mortgagee's performance of any terms in any deed of trust, any trust deed, any trust indenture, any other mortgage, any deed to secure debt, any security agreement, any assignment, any construction loan agreement, any loan agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which secures, guarantees or otherwise relates to the Note or Loan.

However, this Mortgage will not secure another debt:

- A. if this Mortgage is in Borrower's principal dwelling and Bank fails to provide (to all persons entitled) any notice of right of rescission required by law for such other debt; or
- B. if Bank fails to make any disclosure of the existence of this Mortgage required by law for such other debt.

3. MAXIMUM OBLIGATION LIMIT. The total principal amount of the Obligations secured by this Mortgage, not including, however, any sums advanced for the protection of the Property or Bank's interest therein, nor interest, attorneys' fees, paralegal fees, costs and other legal expenses, shall not exceed the sum of \$20,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amounts.

4. CONVEYANCE. To induce Bank to make the Loan to Borrower, and any extensions and renewals, and to secure the Obligations (which includes the Note according to its specific terms and the obligations in this Mortgage), Mortgagee hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgagee, the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

such property not constituting the homestead of Borrower, together with all buildings, improvements, fixtures and equipment now or hereafter attached to the Property, including, but not limited to, all heating, air conditioning, ventilation, plumbing, cooling, electrical and lighting fixtures and equipment; all landscaping; all exterior and interior improvements; all easements, issues, rights, appurtenances, rents, royalties, oil and gas rights, privileges, proceeds, profits, other minerals, water, water rights, and water stock, crops, grass and timber at any time growing upon said land, including replacements and additions thereto, all of which shall be deemed to be and remain a part of the Property. All of the foregoing Property shall be collectively hereinafter referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereto belonging, unto Bank forever to secure the Obligations. Mortgagee does hereby warrant and defend the Property unto Bank forever, against any claim or claims, of all persons claiming or to claim the Property or any part thereof. Mortgagee further releases and waives all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

5. LIENS AND ENCUMBRANCES. Mortgagee warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever, except: First mortgage by James F. Messinger Co. in the amount of \$91,850.00. Mortgagee agrees to pay all claims when due that might result, if unpaid, in the foreclosure, execution or imposition of any lien, claim or encumbrance on or against the Property or any part thereof. Mortgagee may in good faith contest any such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its foreclosure or execution.

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10. ASSIGNMENT OF LEASES AND RENTS. Mortgagee hereby absolutely assigns as additional security all present and future leases, and rents, issues and profits...

11. EVENTS OF DEFAULT. Mortgagee shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default):

12. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or demand upon the occurrence of an Event of Default...

13. DUE ON SALE OR ENCUMBRANCE. Bank may, at Bank's option, declare the entire balance with all accrued interest on the Obligations to be immediately due and payable upon the occurrence of any of the following events...

14. REPLENISHMENT OF THE COLLATERAL. If an action is brought to foreclose the mortgage for all or any part of the Obligations, Mortgagee agrees that the Bank shall be entitled to immediate possession of the Property...

15. INSURANCE. Mortgagee shall insure and keep insured the Property against loss by fire and other hazard, casualty and loss, with extended coverage including but not limited to the replacement value of all improvements...

16. PAYMENT OBLIGATIONS. Mortgagee shall promptly pay all taxes, assessments, levies, water rents, other taxes, insurance premiums and all amounts due on any encumbrances on the Property...

17. REPLENISHMENT OF THE COLLATERAL. If an action is brought to foreclose the mortgage for all or any part of the Obligations, Mortgagee agrees that the Bank shall be entitled to immediate possession of the Property...

18. REPLENISHMENT OF THE COLLATERAL. If an action is brought to foreclose the mortgage for all or any part of the Obligations, Mortgagee agrees that the Bank shall be entitled to immediate possession of the Property...

19. REPLENISHMENT OF THE COLLATERAL. If an action is brought to foreclose the mortgage for all or any part of the Obligations, Mortgagee agrees that the Bank shall be entitled to immediate possession of the Property...

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demand of Bank or if no demand is made, in accordance with the paragraph below titled "BANK MAY PAY".

13. **WASTE.** Mortgagor shall not allocate or encumber the Property to the prejudice of Bank, or commit, permit or suffer any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements at all times in good condition and repair. Mortgagor shall comply with and not violate any and all laws and regulations regarding the use, ownership and occupancy of the Property. Mortgagor shall perform and abide by all obligations and restrictions under any declarations, covenants and other documents governing the use, ownership and occupancy of the Property.
14. **CONDITION OF PROPERTY.** As to the Property, Mortgagor shall:
- A. keep all buildings occupied and keep all buildings, structures and improvements in good repair.
 - B. refrain from the commission or allowance of any acts of waste or impairment of the value of the Property or improvements thereon.
 - C. not cut or remove, or permit to be cut or removed, any wood or timber from the Property, which cutting or removal would adversely affect the value of the Property.
 - D. prevent the spread of noxious or damaging weeds, preserve and prevent the erosion of the soil and continuously practice approved methods of farming on the Property if used for agricultural purposes.
15. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.**
- A. As used in this paragraph:
- (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA", 42 U.S.C. 9601 et seq.), all federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a Hazardous Substance (as defined herein).
 - (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or the environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste" or "hazardous substance" under any Environmental Law.
- B. Mortgagor warrants and agrees that, except as previously disclosed and acknowledged in writing:
- (1) No Hazardous Substance has been, is or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
 - (2) Mortgagor has not and shall not cause, contribute to or permit the release of any Hazardous Substance on the Property.
 - (3) Mortgagor shall immediately notify Bank if: (a) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (b) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
 - (4) Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (a) any Hazardous Substance located on, under or about the Property or (b) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor shall immediately notify Bank in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Bank has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
 - (5) Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
 - (6) There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well shall be added unless Bank first agrees in writing.
 - (7) Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
 - (8) Mortgagor will permit, or cause any tenant to permit, Bank or Bank's agent to enter and inspect the Property and review all records at any reasonable time to determine: (a) the existence, location and nature of any Hazardous Substance on, under or about the Property; (b) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; (c) whether or not Mortgagor and any tenant are in compliance with any applicable Environmental Law.
 - (9) Upon Bank's request, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Bank. The choice of the environmental engineer who will perform such audit is subject to the approval of Bank.
 - (10) Bank has the right, but not the obligation, to perform any of Mortgagor's obligations under this paragraph at Mortgagor's expense.
 - (11) As a consequence of any breach of any representation, warranty or promise made in this paragraph, (a) Mortgagor will indemnify and hold Bank and Bank's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and reasonable attorneys' fees, which Bank and Bank's successors or assigns may sustain; and (b) at Bank's discretion, Bank may release this Mortgage and in return Mortgagor will provide Bank with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Bank's rights under this Mortgage.
 - (12) Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this paragraph shall survive any foreclosure or satisfaction of any deed of trust, mortgage or any obligation regardless of any passage of title to Bank or any disposition by Bank of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
16. **INSPECTION BY BANK.** Bank or its agents may make or cause to be made reasonable entries upon the Property and inspect the Property provided that Bank shall make reasonable efforts to give Mortgagor prior notice of any such inspection.
17. **PROTECTION OF BANK'S SECURITY.** If Mortgagor fails to perform any covenant, obligation or agreement contained in the Note, this Mortgage or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, foreclosure, eminent domain, insolvency, housing or Environmental Law or law enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Bank, at Bank's sole option, may make such appearances, disburse such sums, and take such action as is necessary to protect Bank's interest. Mortgagor hereby assigns to Bank any right Mortgagor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance. Without Bank's prior written consent, Mortgagor will not partition or subdivide the Property.
18. **COLLECTION EXPENSES.** In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay all fees and expenses incurred by Bank. Such fees and expenses include but are not limited to filing fees, stenographer fees, witness fees, costs of publication, foreclosure minutes, and other expenses of collecting and enforcing the Obligations and protecting the Property. Any such collection expenses shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.
19. **ATTORNEYS' FEES.** In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay reasonable attorneys' fees, paralegal fees and other legal expenses incurred by Bank. Any such reasonable attorneys' fees shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.
20. **CONDEMNATION.** In the event all or any part of the Property (including but not limited to any easement therein) is sought to be taken by private taking or by virtue of the law of eminent domain, Mortgagor will promptly give written notice to Bank of the institution of such proceedings. Mortgagor further agrees to notify Bank of any attempt to purchase or appropriate the Property or any easement therein, by any public authority or by any other person or corporation claiming or having the right of eminent domain or appropriation. Mortgagor further agrees and directs that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment under the Note. Mortgagor also agrees to notify the Bank of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part thereof. All awards payable for the taking of, or possession of, or damage to all or any portion of the Property by reason of any private taking, condemnation, eminent domain, change of grade, or other proceeding shall, at the option of Bank, be paid to Bank. Such awards or compensation are hereby assigned to Bank, and judgment therefor shall be entered in favor of Bank.

When paid, such awards shall be used, at Bank's option, toward the payment of the Obligations or payment of taxes, assessments, repairs or other items provided for in this Mortgage, whether due or not, at in such order and manner as Bank may determine. Such application or release shall not cure or waive any default. In the event Bank deems it necessary to appear or answer in any condemnation action, hearing or proceeding, Mortgagor

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MORTGAGOR:

JOSEPH T. VAZQUEZ
PATRICIA H. VAZQUEZ
Individually

ACKNOWLEDGMENT: By the signatures below, Mortgagor acknowledges that this Mortgage has been read and agreed to and that a copy of the Mortgage has been received by the Mortgagee.

NOTICE: All notices under this Mortgage must be in writing. Any notice given by Bank to Mortgagor hereunder will be effective upon personal delivery or 24 hours after mailing by first class United States mail postage prepaid, addressed to Mortgagor at the address included below. Mortgagor's name on page one of this Mortgage. Any notice given by Mortgagor to Bank hereunder will be effective upon receipt by Bank at the address indicated below. Bank's name on page one of this Mortgage. Such address may be changed by written notice to the other party.

PARAGRAPH HEADINGS: The headings at the beginning of any paragraph, or any sub-paragraph, in this Mortgage are for convenience and shall not be construed as indicating the order of precedence or the order of importance of the provisions of this Mortgage. The headings are to be read in conjunction with the Mortgage as a whole and shall not be construed as indicating the order of precedence or the order of importance of the provisions of this Mortgage.

COVENANTS AND OBLIGATIONS: Mortgagor agrees and acknowledges that this Mortgage also subjects to a financing statement and as such may be filed of record as a financing statement for purposes of Article 9 of the ILLINOIS Uniform Commercial Code. A carbon, photograph or other reproduction of this Mortgage is sufficient as a financing statement.

ASSIGNMENT: Mortgagor agrees to assign to the Mortgagee all of the Mortgagor's interest in the Property, including all rights and remedies, and to execute and record a deed of assignment to the Mortgagee. The Mortgagee shall have the right to assign the Mortgage to any other party, and the Mortgagee shall not be bound by any limitation on assignment contained in this Mortgage.

WAIVER BY BANK: Bank waives its right to demand or delay in the performance of all duties and obligations imposed by the Mortgage, and Bank waives its right to demand or delay in the performance of all duties and obligations imposed by the Mortgage.

GENERAL PROVISIONS: This Mortgage shall be governed by the laws of the State of ILLINOIS. The Mortgage shall be subject to the provisions of the Uniform Commercial Code, as amended, and to the provisions of the Illinois Mortgage and Security Law, as amended.

WAIVER BY MORTGAGOR: To the extent not specifically prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies against Bank in connection with this Mortgage, including but not limited to reasonable attorneys' fees, parafiscal fees, court costs and all other charges and expenses.

OTHER PROCEEDINGS: If any action or proceeding is commenced to which Bank is made or chooses to become a party by reason of the execution of this Mortgage, any party to such action or proceeding shall be deemed to have authorized Bank to appear in such action or proceeding, including but not limited to reasonable attorneys' fees, parafiscal fees, court costs and all other charges and expenses.

WAIVER BY MORTGAGOR: To the extent not specifically prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies against Bank in connection with this Mortgage, including but not limited to reasonable attorneys' fees, parafiscal fees, court costs and all other charges and expenses.

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STATE OF Illinois

COUNTY OF Cook

On this 16th day of June, 1994, I, Ann Marie Malfeo

a notary public, certify that PATRICIA R. VAZQUEZ, wife of Joseph T. Vazquez, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires: **OFFICIAL SEAL
ANN MARIE MALFEO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-21-97**

Ann Marie Malfeo
NOTARY PUBLIC

STATE OF Illinois

COUNTY OF Cook

On this 16th day of June, 1994, I, Ann Marie Malfeo

a notary public, certify that JOSEPH T. VAZQUEZ, husband of Patricia R. Vazquez, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires: **OFFICIAL SEAL
ANN MARIE MALFEO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-21-97**

Ann Marie Malfeo
NOTARY PUBLIC

This document was prepared by WORTH BANK & TRUST, 6825 W. 111TH STREET, WORTH, ILLINOIS 60482.

Please return this document after recording to WORTH BANK & TRUST, 6825 W. 111TH STREET, WORTH, ILLINOIS 60482.

THIS IS THE LAST PAGE OF A 5 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

Property of Cook County Clerk's Office

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EXHIBIT "A"

This EXHIBIT "A" is referred to in and made a part of that certain Mortgage (Mortgage) dated June 16, 1984, by and between the following parties:

MORTGAGOR:

PATRICIA R. VAZQUEZ
11028 S. Mason
Chicago Ridge, Illinois 60415
wife of Joseph T. Vazquez
JOSEPH T. VAZQUEZ
11028 S. Mason
Chicago Ridge, IL 60415
Social Security # 344-56-2010
husband of Patricia R. Vazquez

BANK:

WORTH BANK & TRUST
an ILLINOIS banking corporation
6825 W. 111TH STREET
WORTH, ILLINOIS 60462
Tax I.D. # 36-2446555
(an Mortgagee)

The properties hereinafter described are those properties referred to in this Mortgage as being described in Exhibit "A":

LOT 9 IN BLOCK 4 IN COLLEAVARD SUBDIVISION OF THE S 1/4 OF THE W 1/2 OF THE SE 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN# 24-17-403-020 ADDRESS: 11028 MASON AVE., CHICAGO RIDGE, IL

Property of Cook County Clerk's Office

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Office

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