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HOME EQUITY LINE **MORTGAGE**

4190080805124926* 885/4103/D W20

GRANTOR TIMOTHY P. MC KEON AUSTIN BOTH SINGLE PERSONS

ABSTRACT

BORROWER TIMOTHY P. MC KEON BRIAN A. AUSTIN

ADDRESS

1306 WEST NEWPORT AVENUE CHICAGO, IL 60657

ADORESS

1306 WEST NEWPORT AVENUE CHICAGO, IL 60657

LENDER:

PIRST BANK OF SOUTH DAKOTA (NATIONAL ASSOCIATION), A NATIONAL BANKING ASSOCIATION 141 NORTH MAIN AVENUE SIOUX FALLS, SD 57117

 GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; easements, royalties, leasehold estate, if a leasehold; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Burrower's and Grantor's present and future, indebtedness, liabilities, obligations and covernants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following agreer

PRINCIPAL AMOUNT/ CREDIT LIMIT	NOTE/	MATURITY DATE
\$30,000.00	06/30/94	06/30/99
0.5		

- (b) all renewals, extensione, amendments, moultications, replacements or substitutions to any of the foregoing:
- (c) applicable law.
- 3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for consumer purposes.
- 4. The total amount of indebtedness secured by this Mcrigrige under the promissory note or agreement (the "NOTE") secured hereby may increase or decrease from time to time, but the total of all such indebtedness so secured shall not exceed \$ 30,000.00 plus interest, collection costs, and amounts secured to protect the lien of this Mortgage. The Nr/s secured hereby evidences a "Rovolving Credit" as defined in \$15 ILCS 205/4.1. The lien of this Mortgage secures payment of any existing indebtedness and future advance made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, vithout regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness cutsts noting at the time any advance is made.
- 5. EXPENSES. To the extent permitted by law, this Mortgage secure, the repayment of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
 - 6. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents and covenants to Lender that:
 - (a) Grantor shall maintain the Property free of all liens, security interests, freuenbrances and claims except for this Mortgage and liens and encumbrances of record;
 - encumprances or record;

 (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has and, generated, released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" hall mean any hazardous waste, toxic substances, or any other substance, material, or waste which is or becomes regulated by any governmental surherity including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or its ending to the clean Water Act or its end o similar statute, rule, regulation or ordinance now or herealter in effect;
 - (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mert age and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which any be binding on Grantor at any time;
 - (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and
 - (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract of time, agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this
- 7. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, in Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remediate permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- 8. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Granter hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's linencial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.
- 9. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Glentor without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's right, title and Interest in and to any Agreement accept for the inorphyment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or opposition.
- 10. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessess, licensess, governmental authorities and insurance companies) to pay Lender any Indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds. Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possess on of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collatoral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. any damages resulting therefrom.
- 11. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender. shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense Page 1 cl 4 27 ER Wall

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- 12. LOBS OR DAMAGE. Grantos that the translation of the translation of the translation of the property of any portion thereof from any case what words is the collection of the property to the previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.
- 13. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, thett, 13. INSURANCE. Granter shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, thet, flood (II applicable) or other casualty. Granter may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Granter or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Granter fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Granter shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as afterney-in-fact for Granter in making and setting claims funder insurance policies, cancelling any opticy or endotsing Granter's name on any draft or negotiable instrument drawn by any Insurer. All such under Insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any Insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Rentor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.
- 14. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nenconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property
- 15. CONDEMNATION. Granter shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Granter from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Granter shall be obligated to remain or repair the Property.
- 16. LENDER'S RIGHT TO CO' (M):NCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or THE LENDER'S MIGHT TO GOT (MINUE OH DEPEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual of threatened action, suit, or other processing affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legis, proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake omitation or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.
- 17. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender and its shareholders, directors, efficiency, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, antions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous wite als). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.
- 18. TAXES AND ASSESSMENTS. Grantor shall pay all taxes an exsessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimilited annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due data thereof.
- TW. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contains dir. Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's interest in its blocks and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Granton shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a), no outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligation is and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.
 - 21. DEFAULT. Grantor shall be in detault under this Mortgage in the event that Grantor or Borrower:

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- (a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or thir Mo. gage, including, but not limited to, false statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial condition;
 (b) fails to meet the repayment terms of the Obligations, or
 (c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property of Lindor's rights in the Property, including, but not limited to, transfering title to or setting the Property without Lender's consent, falling to maintain frau ance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property using the Property in a manner which would be destructive to the Property, or using the property in an illegal manner which may subject the Property to seizure or conflication.
- 22. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lander shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law).
 - (a) to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations;

 - (b) to declare the Obligations immediately due and payable in full.
 (c) to collect the outstanding Obligations with or without resorting to judicial process;
 (d) to raquire Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;

 - (e) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
 (f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property, (g) to foreclose this Mortgage;
 - (h) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
 - (i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be fequired.

- 23. APPHICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sherilt's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law
- 24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.

- Horong any right or remerly under this Mortgage, Chantor agrees to pay Lander's reasonable attorneys' fees and costs
 - 26. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by law, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys) fees and legal expenses), to the extent permitted by law, in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record
- 31. PARTIAL RELEASE, Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in participant 26, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.
- 32. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or tail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if cander amends, compromises, exchanges, falls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.
- 33. SUCCESSORS AND ASS G. S. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivern, ac ninistrators, personal representatives, legatees and deviaurs
- 34. NOTICES. Any notice or other corestunication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mall, postage prepaid, shall be deemed given into). (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 35. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable
- 36. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 37. MISCELLANEOUS, Granter and Lender agree that time is at the essence. Granter walves presentment, demand for payment, notice of dishoner and protest except as required by law. All references to Granter in this Mortgage shall include all persons signing below. If there is more than one Granter, their Obligations shall be joint and several. Granter hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Granter and Lender pertaining to the terms and conditions of those documents.

in the exercise of the power and authority conferred upon any yested in it as such covenants and conditions to be performed by	and known as Trust No. Trustee. All the terms, provisions, atipulations, are undertaken by it solely as lef and are to be construed accordingly, and no
personal liability shall be asserted or be enforceable against of the terms, provisions, stipulations, covenants and/or statements contained in this agreeme it.	
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Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mo	ortgage.

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage

Dated: JUNE 30, 1994 GRANTOR: GRANTOR: TIMOTHY GRANTOR

State of There's UNOFFICE	AL CORY		
Gounty of Salar Sa	10.		
h. L. Ben Lee	County of)		
public in and for said County, in the State aforesaid, DO HEREBY CERTIFY	i, public in and for said County, in the State alcressed, DO HEREBY CERTIFY		
that TIMOTHY P. MC KEON and BRIAN A. AUSTIN, BOTH SINGLE PERSONS	that personally known to me to be the same person		
personally known to me to be the same person whose name	subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he had been subscribed.		
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that	algned, spaled and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.		
eigned, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.	Given under my hand and official seal, this		
Given under my hand and official seal, this			
- Tunge 1997	Notary Public		
- July Mount	Commission expires:		
Commission expires: 13-3-94	"OFFICIAL SCAL"		
SCHE	Ruby Browntee		
The street address of the Property (7,5ppticable) is: 1306 WEST NEWPO	WY CONTROL ON TALLES IN JAMES A WAR A A A A A A A A A A A A A A A A A		
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Permanent Index No.(s): 14-20-312-033 The legal description of the Property located in COOK	County, Illinois is:		
	DIVISION OF THE NORTHEAST 1/4 OF THE		
SOUTHWEST 1/4 OF SECTION TO TOWN THIRD PRINCIPAL MERIDIAN, IN COOK	SHIP 40 NORTH, HANGE 14, EAST OF THE		
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	. DEPT-01 RECORDING \$27.50 T#8888 TRAN 8113 88/16/94 10:06:00		
. #1844 # JIII +94723884			
	LOOK COUNTY RECORDER		
	0.		
For Recorder's Use:	94722 50		
	34723684		
	This instrument was drafted by:		
	FIRST BANK ASSOCIATION		
	141 NORTH MAIN AVENUE		
	SIOUX FALLS, SD 57117		
	//		
	After recording return to:		
	FIRST BANK OF SOUTH DAKOTA		
	(NATIONAL ASSOCIATION) CASC/LIEN PERFECTION DEPARTMENT		
Bronnest Commission of Commiss	P.O. BOX 64778 St. Paul, Minnesota 55164-0778		

C. 1. TITLE INC.
P. O. BOX 17266
ST. PAUL, MN 55117

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