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ABI - Duplicate  
For Recording

Chicago, Illinois  
July 27, 1995

95529622

FOR VALUE RECEIVED, John G. Novak and Diane L. Novak, jointly and severally (collectively the "Assignors") hereby grant, bargain, convey, assign, transfer and set over unto THE FIRST NATIONAL BANK OF CHICAGO (the "Bank") all of the Assignors' rights, titles, powers, privileges and interests in and to 100% of the beneficial interest in, to and under that certain Trust Agreement (the "Trust Agreement") dated July 14, 1995 by and between the Assignors and American National Bank and Trust Company of Chicago in such capacity, the "Trustee") and known as Trust No. 120609-01, together with all rights, powers and *privileges reserved to or conferred upon the beneficiaries in, under or by said Trust Agreement, including but not limited to the power of direction thereunder (the "Collateral")*.

This Assignment is made and given to create a security interest in the Collateral in favor of the Bank as security for the prompt payment when due of all amounts due under that certain Promissory Note of even date herewith executed by the Assignors payable to the order of the Bank in the principal amount of \$550,000.00 (the "Note"), and any and all other notes or indebtedness of the Assignors or any one of them to the Bank, either before or after default, including reasonable attorneys' fees. The Bank shall have full authority and power at any time after default without notice to the Assignors to transfer and assign the Collateral or any part or parts thereof to its nominee, with or without indication of the collateral nature of the Bank's right thereto. The Bank shall have the right to institute, prosecute, appear in, defend, compromise and settle any action or proceeding at law or in equity, including administrative proceedings, which may, in the Bank's sole discretion, be necessary to protect the Bank's security interest in the Collateral or to prevent any lien, encumbrance or interest in favor of any party being asserted against or imposed upon any property held under the Trust Agreement, and all of the costs and expenses incurred by the Bank in connection therewith shall constitute additional indebtedness secured hereby.

In connection with this Assignment and to induce the Bank to loan money to the Assignors, the Assignors warrant, represent and agree as follows:

1. The Assignors are the sole owners of the Collateral free from any liens, security interests or encumbrances, have the right and power to grant to the Bank the security interest created hereunder, and will at their own expense defend against any and all claims or demands made at any time against the Collateral.
2. The Assignors shall not use the Collateral nor any property held under the Trust Agreement, and shall not permit any use of the same, in derogation or violation of any law, ordinance or governmental regulation.
3. The Assignors shall not sell, encumber or grant any security interest (except to the Bank hereunder) in the Collateral.
4. The Trustee is (except for the liens, encumbrances, leasehold estates and other interest or rights of third parties specifically disclosed in writing to the Bank) the absolute owner of all of the property described in Exhibit A hereto.
5. The Assignors shall keep the Collateral, any property held under the Trust Agreement and improvements thereon insured by responsible insurers in amounts and scope of coverage approved by the Bank from time to time, shall cause the Bank to be named as additional party insured under all such

Page 1 of 3 Pages

DEPT-01 RECORDING \$29.50  
T#0011 TRAN 7823 08/10/95 13:41:00  
#2103 ÷ TD #-95-529622  
COOK COUNTY RECORDER

THIS IS TO CERTIFY that the within Document, Consisting of . . . . . pages, is a TRUE COPY OF THE ORIGINAL Trust Agreement (and Assignments). This certification makes no representation as to title to real estate contained in said Trust or in the with this Company, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee under Trust No. . . . .

95529622

BY: [Signature]  
Authorized Officer  
DATE: 8-4-95

DEPT-10 PENALTY \$26.00  
T#0011 TRAN 7823 08/10/95 13:42:00  
#2104 ÷ TD #-95-529622  
COOK COUNTY RECORDER

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policies, shall pay all premiums when due and shall provide the Bank with evidence of the maintenance of all such insurance and the payment of the premiums therefor.

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6. The Assignors shall pay when due all taxes, charges and indebtedness which may be secured by or which, if unpaid, could ripen into a lien or encumbrance upon the Collateral or any property held under the Trust Agreement, and, upon the Bank's request, the Assignors shall maintain a reserve or escrow account with the Bank or with a title insurer approved by the Bank in an amount sufficient to pay any such taxes, charges and indebtedness as they become due.

7. The Assignors shall promptly pay when due all charges due to the Trustee under the Trust Agreement and shall not, without the written consent of the Bank, modify or terminate, or agree to modify or terminate, the Trust Agreement.

8. The Bank shall have the right, but not the duty or obligation, to make any payment to any person that the Bank reasonably believes the Assignors are required to make hereunder and the amount of any such payment shall constitute additional indebtedness secured hereby and shall be immediately due and payable.

Notwithstanding any provision hereunder to the contrary, so long as the Assignors are not in default in any payments under the Note or any promissory note due to the Bank or demand has not been made on the Note, and the Assignors are not in default in any term or provision hereunder, the Assignors shall be entitled to all of the rents, issues and profits in respect of the property held under the Trust Agreement. In no event shall the Bank or its successors or assigns have any responsibility, obligation or liability for any agreements of the Assignors under the Trust Agreement, any agreements of the Assignors in connection with the management of any property held under the Trust Agreement, or for payment of taxes, assessment and other charges or encumbrances on any such property.

The Assignors agree that if demand is made on the Note or upon default in payment of any amount due under the Note or any promissory note secured hereby or in any term or provision hereunder or if the Bank reasonably feels insecure as to the collection of any indebtedness by the Assignors or any one of them to the Bank, the Bank or its successors or assigns may, in addition to exercising any other rights or remedies available at law, thereupon, or at any time thereafter, sell the Collateral or any part or parts thereof, at a public or private sale, after commercially reasonable notice, and with or without demand or advertisement in accordance with the provisions of the Illinois Uniform Commercial Code. The Bank or its successors or assigns may purchase the Collateral or the part or parts being sold at such sale if prior notice has been given to the Assignors at least five days in advance of such sale. The costs and expenses of any such sale and the costs and expenses of securing possession of the Collateral and the property held under the Trust Agreement shall be subtracted from the sale price received by the Bank at such sale in determining the net payment received by the Bank in respect of the Assignors' indebtedness.

The Assignors represent and warrant that they have full power and authority to execute this instrument and that it is binding, valid and effective.

John G. Novak

Diane L. Novak

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ACCEPTANCE  
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THE FIRST NATIONAL BANK OF CHICAGO, being the assignee above mentioned, hereby accepts the foregoing Assignment subject to the provisions of the said Trust Agreement.

THE FIRST NATIONAL BANK OF CHICAGO

By: Wayne E. Widup  
Title: Vice President

TRUSTEE'S RECEIPT

\_\_\_\_\_ as Trustee as aforesaid, hereby acknowledges receipt of this Collateral Assignment of Beneficial interest in Land Trust and acknowledges that, until further direction, THE FIRST NATIONAL BANK OF CHICAGO has sole power of direction under said Trust Agreement.

American National Bank and Trust Company of Chicago

\_\_\_\_\_ as Trustee as aforesaid

By: [Signature]  
Title: TRUST OFFICER

AUG 04 1995

Date: July 27, 1995

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EXHIBIT A  
**UNOFFICIAL COPY**

LEGAL DESCRIPTION:

THAT PART OF LOT 27 LYING NORTHWESTERLY OF A LINE DRAWN 4.60 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 27, ALL OF LOTS 28, 29, AND 49 IN GEORGE R. HOTCHKISS JR.'S SUBDIVISION OF LOT 5 (EXCEPT PART LYING EAST OF LOGAN BOULEVARD AND EXCEPT BOULEVARD AND EXCEPT STREETS) IN THE SUPERIOR COURT PARTITION OF SNOW ESTATE IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2739 N. ELSTON, CHICAGO, ILLINOIS

P.I.N.: 14-30-300-020, 14-30-300-021

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This Trust Agreement, dated this 14th day of July 1995, and known as Trust Number 22009-01 is to certify that AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee hereunder, is about to take legal and equitable title to the following described real estate in Cook County, Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

Permanent index number 14-30-300-020; 14-30-300-021

Commonly known as 2745 N. Elston Avenue, Chicago, IL

When the Trustee has taken title to this real estate or to any other real estate conveyed to it as Trustee hereunder, the Trustee will hold it for the uses and purposes and upon the trusts herein stated. The following named persons shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interests herein set forth:

John G. Novak and Diane L. Novak, husband and wife, as joint tenants with right of survivorship and not as tenants in common.

The interest of every beneficiary and of any person who may become entitled to any interest under this trust shall consist only of (1) the power to direct the Trustee to deal with title to the real estate, (2) the power to manage, possess, use and control the real estate and (3) the right to receive the earnings, avails and proceeds from leases and other uses and from mortgages, sales and other dispositions of the property. Such rights and powers shall be personal property and may be assigned as such. In case of the death of any beneficiary during the existence of this trust, his or her right and interest shall except as otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law. No beneficiary now has and no beneficiary at any time shall have any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds. Nothing herein contained shall be construed as imposing any obligation on the Trustee to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries will individually make all such reports and pay any and all taxes growing out of their interest under this Trust Agreement. The death of any beneficiary shall not terminate the trust nor in any manner affect the powers of the Trustee. No assignment of an interest shall be binding on the Trustee until the original or a duplicate of the assignment is lodged with the Trustee, and its acknowledgment indicated thereon.

In case the Trustee shall make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case the Trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law, judgments or decrees, or otherwise, the beneficiaries do jointly and severally agree as follows: (1) that they will, upon demand, pay to the Trustee, with interest thereon at the highest rate per annum permitted by law, all such disbursements or advances or payments made by the Trustee, together with its expenses, including reasonable attorney's fees; (2) that the Trustee shall not be required to convey or otherwise deal with the real estate or any other property which may become subject to the terms of this Trust Agreement at any time until all of said disbursements, payments, advances and expenses made or incurred by the Trustee shall have been fully paid, together with interest thereon at the highest rate per annum permitted by law and (3) that in case of non-payment within ten (10) days after demand the Trustee may sell all or any part of said real estate at public or private sale on such terms as it may see fit, and retain from the proceeds of the sale a sufficient sum to reimburse itself for all such disbursements, payments, advances and interest thereon and expenses, including the expenses of such sale and attorneys' fees, rendering the overplus, if any, to the then beneficiaries. However, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder unless it shall elect to do so and shall be furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto. In the event the Trustee is served with process or notice of legal proceedings or of any other matter concerning the trust or the trust property, the sole duty of the Trustee in connection therewith shall be to forward the process or notice by first class mail to the person designated as the person to whom inquiries or notices shall be sent or, in the absence of such designation, to any person having a beneficial interest herein. The last address appearing in the records of the Trustee shall be used for such mailing.

It is further understood and agreed that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust, shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the real estate or under the provisions of the deed or deeds in trust or this Trust Agreement, or any amendment thereof, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate shall be entered into by it, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof).

In no case shall any party dealing with the Trustee, or any successor in trust, in relation to said real estate or to whom said real estate or any part shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee or successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of the Trustee, or successor in trust, or be obliged or privileged to inquire into any of the terms of this Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee, or successor in trust, in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (1) that at the time of the delivery, the trust created by this Trust Agreement was in full force and effect; (2) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Trust Agreement and all amendments, if any, and was binding upon all beneficiaries under this Trust Agreement; (3) that the Trustee, or successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (4) if a conveyance has been made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This Trust Agreement shall not be placed of record in the Recorder's Office of the county in which the real estate is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person, derogatory to the title or powers of the Trustee.

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The Trustee may at any time resign by sending a notice of its intention to do so by registered or certified mail to each of the then beneficiaries at his or her address as known to the Trustee. Such resignation shall become effective ten days after the mailing of such notice by the Trustee. In the event of such resignation, a successor or successors may be appointed by the person or persons then entitled to direct the Trustee in the disposition of the trust property, and the Trustee shall thereupon convey the trust property to such successor or successors in trust. In the event that no successor in trust is named as above provided within ten days after the mailing of such notice by the Trustee, then the Trustee shall convey the trust property to the beneficiaries in accordance with their respective interests hereunder, or the Trustee may, at its option, file a bill for appropriate relief in any court of competent jurisdiction. The Trustee may, at its option, cause any such deed of conveyance to be recorded or registered. The Trustee, notwithstanding such resignation, shall continue to have a first lien on the trust property for its costs, expenses and attorneys' fees and for its reasonable compensation.

Every successor trustee or trustees appointed shall become fully vested with all the estate properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.

While American National Bank and Trust Company of Chicago is the sole owner of record of the real estate referred to and, so far as the public is concerned, has full power to deal therewith, it is understood and agreed by the parties hereto and by any person who may hereafter become a party hereto or a beneficiary hereunder, that American National Bank and Trust Company of Chicago will (subject to its rights as Trustee) convey title to the real estate, execute and deliver deeds, including deeds conveying directly to a trustee grantee, pay the proceeds of any mortgage, sale or conveyance of, or otherwise deal with the trust estate or proceeds thereof, only when authorized to do so in writing. The Trustee will so act on the written direction of: John G. Novak and Diane L. Novak

or upon the written direction of such other person or persons as shall from time to time be named in writing by each beneficiary. Each beneficiary has the right to personally exercise or delegate in writing, to another, his or her power of direction and the right to rescind any such delegation made by him or her. In the absence of a written designation from any beneficiary, then the Trustee shall act upon the written direction of that beneficiary also. However, the Trustee shall not be required to enter into any personal obligation or liability in dealing with the real estate or to make itself liable for any damages, costs, expenses, fines or penalties, or to deal with the title so long as any money is due the Trustee. Otherwise, the Trustee shall not be required to inquire into the propriety of any such direction. Mortgages or trust deeds made and executed by the Trustee may include waiver of any and all rights of redemption from sale under any order or decree of foreclosure of such mortgage or trust deed.

The beneficiary or beneficiaries shall in his, her or their own right have the full management of the real estate and control of the selling, renting and handling thereof. Any beneficiary or his or her agent shall handle the rents and the proceeds of any sales of the property. The Trustee shall not be required to do anything in the management or control of the real estate or in respect to insurance, litigation or otherwise, except on written direction as above provided and after the payment to it of all monies necessary to carry out the instructions. The beneficiaries agree to operate and maintain the real estate in accordance with all laws, codes, regulations and ordinances respecting the use, occupancy, maintenance or control thereof. All beneficiaries jointly and severally indemnify the Trustee for any damage, claim or judgment made or entered against Trustee or costs, including attorney's fees, incurred by the Trustee due to failure of any beneficiary or any predecessor in interest to any beneficiary or to the Trustee (and whether of the beneficial interest hereunder or of the real estate held) to lawfully operate, control or maintain the real estate. No beneficiary shall have any authority to contract for or in the name of the Trustee or to bind the Trustee personally. If any property remains in this trust twenty years from this date it shall be sold at public sale by the Trustee upon reasonable notice, in writing, sent by registered or certified mail, to each of the then beneficiaries, at his or her address last known to the Trustee. The proceeds of sale shall be divided among the beneficiaries in accordance with their respective interests hereunder.

American National Bank and Trust Company of Chicago shall receive for its services in accepting this trust and in taking title to the real estate the sum of \$ 225 also the sum of \$ 225 per year for holding title after the 13 day of JULY, 1996, subject to adjustment in accordance with its schedule of fees from time to time in effect, so long as the Trustee shall act under this Trust Agreement. The Trustee shall also receive compensation pursuant to its regular schedule of fees for making deeds, mortgages, leases and/or other instruments as may be required from time to time, and it shall receive reasonable compensation for any special services which may be rendered by it and for taking and holding any other property or improvement which may hereafter be deeded to or acquired by the Trustee. In the event the value of the property held is increased for any reason after the Trustee has accepted title thereto, the Trustee shall also be entitled to reasonable additional fees for holding title. The beneficiaries jointly and severally agree to pay all of such fees and compensations. It is understood and agreed that all such fees and compensations and any other monies due Trustee shall constitute a first lien on the real estate and property held hereunder.

IN TESTIMONY WHEREOF, American National Bank and Trust Company of Chicago has caused these presents to be signed by one of its officers, as and for the act and deed of American National Bank and Trust Company of Chicago on the day and year first above written.

American National Bank and Trust Company of Chicago

BY Thomas W. O.P.  
ON THIS DAY THE BENEFICIARIES HAVE SIGNED THIS TRUST AGREEMENT IN ORDER TO SIGNIFY THEIR ASSENT TO THE ABOVE TERMS.

SIGNATURE \_\_\_\_\_ SSN or EIN 323-46-7852

Address 2745 N. Elston Avenue, Chicago, IL Phone 312/707-8700

SIGNATURE Diane L. Novak SSN or EIN 333-48-1360

Address 2745 N. Elston Avenue, Chicago, IL Phone 312/707-8700

SIGNATURE \_\_\_\_\_ SSN or EIN \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

SIGNATURE \_\_\_\_\_ SSN or EIN \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

To whom shall inquiries, notices and other matters be referred? John G. Novak

To whom shall bills be mailed? John G. Novak

May oral inquiries be referred directly? No

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## LEGAL DESCRIPTION

THAT PART OF LOT 27 LYING NORTHWESTERLY OF A LINE DRAWN 4.60 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 27, ALL OF LOTS 28, 29 AND 49 IN GEORGE R. HOTCHKISS JR.'S SUBDIVISION OF LOT 5 (EXCEPT PART LYING EAST OF LOGAN BOULEVARD AND EXCEPT BOULEVARD AND EXCEPT STREETS) IN THE SUPERIOR COURT PARTITION OF SNOW ESTATE IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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## STATEMENT BY GRANTOR AND GRANTEE

THE GRANTOR OR HIS AGENT AFFIRMS THAT, TO THE BEST OF HIS KNOWLEDGE, THE NAME OF THE GRANTEE SHOWN ON THE DEED OR ASSIGNMENT OF BENEFICIAL INTEREST IN A LAND TRUST IS EITHER A NATURAL PERSON, AN ILLINOIS CORPORATION OR FOREIGN CORPORATION AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE IN ILLINOIS, OR OTHER ENTITY RECOGNIZED AS A PERSON AND AUTHORIZED TO DO BUSINESS OR ACQUIRE TITLE TO REAL ESTATE UNDER THE LAWS OF THE STATE OF ILLINOIS.

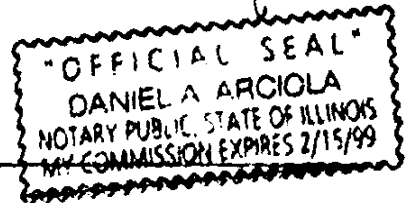
DATED \_\_\_\_\_, 19\_\_\_\_

SIGNATURE [Signature]

GRANTOR/AGENT

SUBSCRIBED AND SWORN TO BEFORE ME BY  
THE SAID \_\_\_\_\_, THIS 2nd  
DAY OF Aug, 1995.

NOTARY PUBLIC [Signature]



THE GRANTEE OR HIS AGENT AFFIRMS AND VERIFIES THAT THE NAME OF THE GRANTEE SHOWN ON THE DEED OR ASSIGNMENT OF BENEFICIAL INTEREST IN A LAND TRUST IS EITHER A NATURAL PERSON, AN ILLINOIS CORPORATION OR FOREIGN CORPORATION AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE IN ILLINOIS, A PARTNERSHIP AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE IN ILLINOIS, OR OTHER ENTITY RECOGNIZED AS A PERSON AND AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE UNDER THE LAWS OF THE STATE OF ILLINOIS.

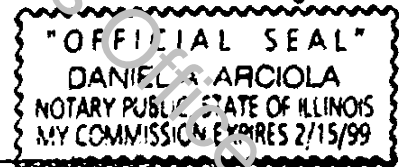
DATED \_\_\_\_\_, 19\_\_\_\_

SIGNATURE [Signature]

GRANTEE/AGENT

SUBSCRIBED AND SWORN TO BEFORE ME BY  
THE SAID \_\_\_\_\_, THIS 2nd  
DAY OF Aug, 1995.

NOTARY PUBLIC [Signature]



NOTE: ANY PERSON WHO KNOWINGLY SUBMITS A FALSE STATEMENT CONCERNING THE IDENTITY OF A GRANTEE SHALL BE GUILTY OF A CLASS C MISDEMEANOR FOR SUBSEQUENT OFFENSES.

(ATTACH TO DEED OR ABI TO BE RECORDED IN COOK COUNTY, ILLINOIS, IF EXEMPT UNDER THE PROVISIONS OF SECTION 4 OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT).

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