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95545 : JM * 95-682820
COOK COUNTY RECORDER

95545

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MORTGAGE

H. 50

THIS MORTGAGE ("Security Instrument") is given on September 15, 1995. The mortgagors are **John Larsen and Mary Ann Larsen** ("Borrower"). This Security Instrument is given to **Louis DiMaggio and Carmella DiMaggio, as joint tenants**, whose address is **3784 Whirlaway, Northbrook, IL 60062**, ("Lender"). Borrower owes Lender the principal sum of **Four Hundred Thirty One Thousand Nine Hundred eighty-four and 76/100 Dollars U.S. (U.S. \$431,984.76)**. (See provisions for changing the principal amount of the note based on reparation of the 1995 real estate taxes.) This debt is evidenced by Borrowers' 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 **September 15, 2000**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's 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 in Cook County, Illinois:

Legal Description: Lot 1 in Gullo Tonne / Fargo Subdivision being a Subdivision in the Southwest Quarter of Section 27, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

PIN Number: 08-27-300-044

Common Address: 685 Fargo Ave., Elk Grove Village, IL 60007 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All

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replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property" or as the "Subject Property."

BORROWERS COVENANT that Borrowers are lawfully seised of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrowers warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

COVENANTS. Borrowers and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrowers shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. So long as borrowers timely pay the real estate taxes and property insurance there shall be no escrow with the lender for taxes or insurance. In the event borrowers fail to timely pay real estate taxes or the premiums on required property insurance then lender shall have the right to require an escrow for payment of taxes and insurance. In the event lender requires such an escrow it shall be funded within 30 days of written demand with sufficient funds to pay the taxes and insurance when due. The amount necessary to fund the escrow is that sum of money when taken together with the monthly escrow installments to be received prior to the dates on which tax and insurance payments are due provides sufficient funds to pay the anticipated tax and insurance amounts plus 2 months reserve.

When a tax and insurance escrow is required by lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to

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Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under provisions of this security instrument the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

The Lender and the Borrower agree and stipulate as follows: a) that the Lender was also the Seller of the subject property to Borrower; b) the principal amount of the Note was reduced by a credit for 1995 real estate taxes which Seller gave to Borrower based on 105% of the most recently ascertainable taxes as of the date of closing; c) the amount of the reduction in the principal of the note for this tax credit or proration was \$20,015.24; the Lender (Seller) initiated an appeal of the assessed valuation and the amount of the real estate taxes due for the subject property and the parties acknowledged that the taxes for 1995 might be reduced due to the property being vacant for a period of time; e) at such time as the true 1995 real estate tax bill is known and the tax appeals and hearings affecting 1995 taxes are heard then the parties will increase or decrease the principal then due under the note to reparate the 1995 real estate taxes pro rata to date of closing (September 15, 1995); f) if the note has been paid off by Borrower then the parties will make cash adjustments between themselves; g) the Lender and Borrower will also share the attorney's fees and costs of the tax appeals in proportion to the taxes that each saves as a result of the appeals or hearings during the tax periods affected that each owned the property.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to tax and insurance escrow and sums due for taxes and insurance, if applicable; fourth, to any other sums due under the note or this security instrument; fifth, to interest due; and last, to principal due.

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4 Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall give Lender immediate notice of any lien or claim which shall be threatened or asserted in any matter against the subject property.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; and obtains Lender's written approval for payment in that manner; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; and pays for Lender's costs and reasonable attorney's fees in defending, supervising, monitoring, or in any manner related to such good faith defense. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Payment Of Other Notes and Security Instruments. Borrowers shall promptly pay all payments when due and shall perform all obligations required of them under the terms of any notes and mortgages or other security instruments which are recorded against the property. A default by the Borrowers in the performance of any covenant or note obligation in such lien or security instrument shall be deemed a default under this Instrument.

6. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires and shall in no event be less than for replacement cost of the improvements or the amount of due under the note which ever is greater. The insurance shall be required so long as there are sums due under the note or this security instrument. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause insuring the Lender. Lender shall have the right to hold the policies and renewals. Borrower shall promptly give to Lender all receipts of paid

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premiums and renewal notices prior to the expiration date of the policy(ies). 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 provisions of this security instrument, 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.

7. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

8. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 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 or which is inferior to this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs and hiring agents or expending other sums for protection of the property or Lender's interest in the property. Although Lender may take action under this paragraph, Lender does not have to do so.

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Any amounts disbursed by Lender under this section 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.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property at reasonable intervals or for a particular purpose. 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 any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's

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successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey the Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 other 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 permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by this security instrument and, in particular, those remedies provided under the section or paragraphs providing for acceleration and/or remedies for transfer of the property or a beneficial interest in borrower.

15. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by written notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by written notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph effective as of the date delivered personally or the date mailed if delivery is by mailing.

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16. Governing Law; Severability. This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

17. Borrower's Copy. Borrower shall be given a conformed copy of the Note and of this Security Instrument. The originals shall be retained by the Lender until paid in full.

18. Transfer 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) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 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 expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate and Waiver of Redemption Period. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of Security Instrument discontinued at any time prior to the 90 days from the date that all mortgagors have been served with summons or by publication or have otherwise submitted to the jurisdiction of the court. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration 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 paragraphs dealing with Transfer Of The Property Or A Beneficial Interest In Borrower or paragraphs dealing with Legislation Affecting Lender's Rights.

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Borrowers waive their rights of redemption as contained in Article 15 of the Illinois Code of Civil Procedure in general and 735 ILCS 5/15-1601 et seq. (Part 16) in particular and as contained in any other applicable law. The redemption period for this security instrument and note (mortgage and note) shall be 120 days from the date the all mortgagors have been served with summons or by publication or have otherwise submitted to the jurisdiction of the court.

20. 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 paragraphs dealing with Transfer Of The Property Or A Beneficial Interest In Borrower or paragraphs dealing with Legislation Affecting Lender's Rights 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 the 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 including, but not limited to, reasonable attorneys' fees and costs of title evidence and investigation.

21. Lender in Possession. Upon acceleration or abandonment of the Property and at any time prior to the expiration of any period of redemption, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bond and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

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 recordation costs.

13. Waiver of Homestead. Borrowers waive all right of homestead exemption in the Property.

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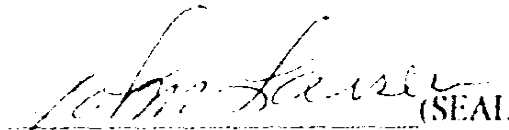
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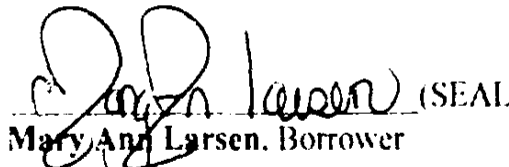
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24. **Riders to this Security Instrument.** If one or more riders are executed by Borrowers and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement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

25. All terms of the note are incorporated herein by reference.

BY SIGNING BELOW. Borrowers accept and agree to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrowers and recorded with it. See attached Guarantee.

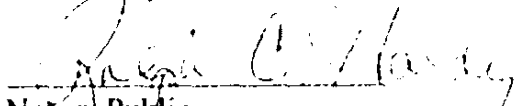
 (SEAL)
John Larsen, Borrower

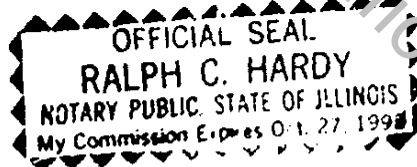
 (SEAL)
Mary Ann Larsen, Borrower

State of Illinois)
County of Cook) ss.

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that **John Larsen and Mary Ann Larsen, husband and wife**, personally appeared before me and are known or proved to me to be the persons who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act and deed and that they executed said instrument for the purposes and uses therein set forth including waiver of homestead.

Witness my hand and official seal this 15th day of September 1995


Notary Public



THIS INSTRUMENT PREPARED BY: Dominick DiMaggio and Douglas W. Worrell, 2200 W. Higgins, Suite 155, Hoffman Estates, IL 60195

AFTER RECORDING, PLEASE MAIL TO: Dominick DiMaggio
2200 W. Higgins Rd., Suite 145
Hoffman Estates, IL 60195

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GUARANTEE

In consideration of one dollar and other valuable consideration paid to the undersigned, **Ability Fasteners, Inc.**, an Illinois corporation, the receipt of which is hereby acknowledged, and of the making, at the request of the undersigned, of the loan evidenced by the within Note and the Security Instrument of even date herewith, the undersigned hereby guarantees to Lender, its successors and assigns, the punctual payment of each installment payment and payment of all sums due from time to time and at maturity of the said Note and Security Instrument and of the said loan, and hereby assent to all terms and conditions of the said Note and Security Instrument, especially agreeing that so long as the Borrower is bound by the said Note and Security Instrument and the conditions therein contained, that it will remain bound, waiving any defenses that the Borrower could not maintain as Borrower.

The undersigned hereby waives demand of payment, presentment, and also waives the protest and notice of protest of the within Note.

The undersigned officers of Ability Fasteners, Inc. warrant that all actions have been taken by the corporation and its board of directors to empower it and to authorize it to execute and perform this guarantee.

Ability Fasteners, Inc.,
an Illinois Corporation.

By: *John Larsen*
John Larsen, President

Attested *Mary Ann Larsen*
Mary Ann Larsen, Secretary

State of Illinois)
County of Cook) ss.

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that John Larsen, president and Mary Ann Larsen, secretary of Ability Fasteners, Inc. personally appeared before me and are known or proved to me to be the persons who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation and that they executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this 15th day of September, 1995.

Ralph C. Hardy
Notary Public



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