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AFTER RECORDING MAIL TO:

Old Kent Mortgage Company
Secondary Marketing Operations
Final Documentation
P. O. Box 204
Grand Rapids, MI 49501-0204

95303857

LOAN NO 0848529
Affiliate No.



PROPERTY CLERK'S OFFICE
1300 N. LAUREL STREET
CHICAGO, ILLINOIS 60642
TEL: (312) 462-1000
FAX: (312) 462-1001

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 21, 1995. The mortgagor is JOSEPH S. HOLTZMAN, and ANGELA J. HOLTZMAN, HUSBAND AND WIFE

("Borrower").

This Security Instrument is given to REVERE MORTGAGE LTD.,

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 5 REVERE DRIVE SUITE 100, NORTHBROOK, IL 60062 ("Lender").

Borrower owes Lender the principal sum of One hundred thousand Dollars and no/100

Dollars (U.S. \$ 100,000.00). This debt is

evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2025. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower'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 located in Cook County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION

95303857

17-17-421-094

which has the address of

848 S. MORGAN STREET
(Street)

CHICAGO
(City)

Illinois 60607
(Zip Code)

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All 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."

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0491/3014(9-90)-L PAGE 1 OF 6

FORM 3014 9/90

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LOAN NO 0048029

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available,

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LOAN NO. 0848529

15. Governing Law; Severability. This security instrument shall be governed by federal law and 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.

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

17. 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and as follows:

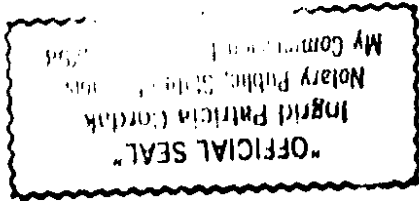
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and

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FORM 3014 9/80

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT PAGE 6 OF 6 ISC/CMDTIL//0491/3014(9-90)-L



This instrument was prepared by [Name] [Address]

Notary Public

My Commission Expires [Date]

Given under my hand and official seal, this [Day] day of [Month], 20[Year], I, the undersigned, a Notary Public in and for said county and state do hereby certify that [Name(s)] whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS, County as: [County Name]

(Space Below This Line For Acknowledgment)

Social Security Number

Social Security Number

(Seal) Borrower

(Seal) Borrower

ANGELA S. HOLTZMAN
Social Security Number 311 44 3252
(Seal) Borrower

JOSEPH S. HOLTZMAN
Social Security Number 311 44 3252
(Seal) Borrower

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- 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.
- 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

LOAN NO. 0848529

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... COMMITMENT FORM Schedule A - Continued

OMC No.: 1475086

1. Legal Description:

PARCEL 1:

THE EAST 56.33 FEET (EXCEPT THE EAST 30.37 FEET) OF THE SOUTH 69.49 FEET OF THE FOLLOWING: THE SOUTH 140.53 FEET OF THE NORTH 517.89 FEET OF A PARCEL OF LAND IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF WEST POLK STREET (66 FEET WIDE) AND 6.00 FEET WEST OF THE WEST LINE OF SOUTH MORGAN STREET (66 FEET WIDE); THENCE SOUTH 0 DEGREES 01 MINUTES 07 SECONDS WEST ALONG A LINE 6.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH MORGAN STREET A DISTANCE OF 790.51 FEET; THENCE SOUTH 87 DEGREES 11 MINUTES 39 SECONDS WEST, A DISTANCE OF 18.60 FEET TO THE NORTH LINE OF WEST TAYLOR STREET (66 FEET WIDE); THENCE SOUTH 89 DEGREES 56 MINUTES 45 SECONDS WEST ALONG THE NORTH LINE OF SAID WEST TAYLOR STREET DISTANCE OF 95.93 FEET TO THE SOUTHWEST CORNER OF LOT 7 IN THE SUBDIVISION OF THE SOUTHEAST 1/4 OF BLOCK 18 OF CANAL TRUSTEE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE NORTH 0 DEGREES 00 MINUTES 41 SECONDS EAST ALONG THE EAST LINE OF A 16 FOOT WIDE ALLEY A DISTANCE OF 317.78 FEET TO AN ANGLE POINT AT THE NORTHWEST CORNER OF LOT 4 IN THE SUBDIVISION OF THE NORTHEAST 1/4 OF BLOCK 18 IN SAID CANAL TRUSTEE'S SUBDIVISION; THENCE NORTH 11 DEGREES 51 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF SAID 16 FOOT WIDE ALLEY A DISTANCE OF 51.15 FEET TO AN ANGLE POINT AT THE NORTHWEST CORNER OF LOT 2 IN SAID SUBDIVISION OF THE NORTHEAST 1/4 OF BLOCK 18; THENCE NORTH 0 DEGREES 00 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF AN 18 FOOT WIDE ALLEY AND ITS NORTHERLY PROLONGATION A DISTANCE OF 329.59 FEET TO A POINT ON THE SOUTH LINE OF LOT 5 IN H.D. GILPIN'S SUBDIVISION OF BLOCK 13 IN SAID CANAL TRUSTEE'S SUBDIVISION; THENCE SOUTH 89 DEGREES 55 MINUTES 04 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 5 TO THE SOUTHEAST CORNER OF THE 18 FOOT WIDE PUBLIC ALLEY DEDICATED BY DOCUMENT NUMBER 19736158; THENCE NORTH ALONG THE EAST LINE OF SAID ALLEY TO THE SOUTH LINE OF SAID WEST POLK STREET; THENCE NORTH 89 DEGREES 53 MINUTES 36 SECONDS EAST ALONG THE SOUTH LINE OF SAID WEST POLK STREET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ALSO 1165.94 FEET WEST OF THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17 MEASURED PERPENDICULARY TO SAID EAST LINE FROM A POINT 1693.12 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 17.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE

REMAINDER OF PARCEL 1.

Member No.
1932

OMC
1475086


SIGNATURE OF ATTORNEY

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Property of Cook County Clerk's Office

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FUND COMMITMENT FORM
Schedule A - Continued

ONC No.: 1475086

Legal Description (con't):

BENEFIT OF PARCEL 1.

PERMANENT INDEX NUMBER: 17-17-421-094

Property of Cook County Clerk's Office

15/03/07

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Property of Cook County Clerk's Office



LOAN NO. 0848529

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 21st day of April 1995 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to REVERSE MORTGAGE LTD

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

843 S. MORGAN STREET, CHICAGO, IL 60607

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration"). The Property is a part of a planned unit development known as

TR TAYLOR

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the usus, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration, (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association, and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents

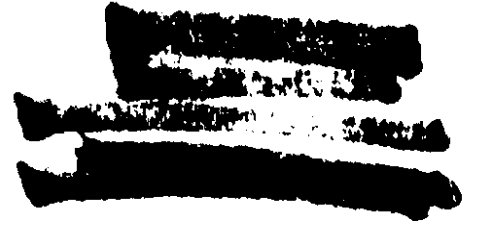
B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires,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

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 6 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy

MJLTISTATE PUD RIDER--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT

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LOAN NO 0848520

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy

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

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

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

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

- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

95303857

Joseph S. Holtzman _____ (Seal)
JOSEPH S. HOLTZMAN Borrower

Angela J. Holtzman _____ (Seal)
ANGELA J. HOLTZMAN Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

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Property of Cook County Clerk's Office

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