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14823 C PVV # - 971-374043
COOK COUNTY RECORDER

PREPARED BY:
NATIONWIDE DOCUMENT CORPORATION
1100 BROADWAY PLAZA, 10TH FLOOR
HOUSTON, TEXAS 77004-1103

Property Address (See Title for Description)

MORTGAGE

THE NOTE IS A MORTGAGE SECURITY INSTRUMENT CONTAINING PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. IF THE INTEREST RATE INCREASES, THE MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE MONTHLY PAYMENTS WILL BE LOWER.

THIS MORTGAGE SECURITY INSTRUMENT IS GIVEN ON APRIL 21ST 1975. The mortgagor is TRACY PALISSKY, SINGLE AND NEVER BEEN MARRIED

THE MORTGAGEE IS NATIONWIDE DOCUMENT CORPORATION, 1100 BROADWAY PLAZA, 10TH FLOOR, HOUSTON, TEXAS 77004-1103. THE STATE OF ILLINOIS and whose address is 1100 ALGONQUIN ROAD, SUITE 211, CHICAGO, ILLINOIS 60613

FOR THE PURPOSES OF THIS SECURITY INSTRUMENT, THE MORTGAGOR HAS GRANTED TO THE MORTGAGEE A MORTGAGE ON THE PROPERTY DESCRIBED IN THE ATTACHED EXHIBIT "A" FOR THE PRINCIPAL SUM OF ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) AND THE SAME DATE AS THIS SECURITY INSTRUMENT IS GIVEN, WHICH PROVIDES FOR MONTHLY PAYMENTS, WITH THE FULL DUE, IF ANY, AND PAYABLE ON 5/15/75

AND THE SECURITY INSTRUMENT IS SUBJECT TO THE PAYMENT OF THE DEBT, WITH INTEREST, AND ALL RENEWALS, EXTENSIONS AND MODIFICATIONS OF THE NOTE (OR THE PAYMENT OF ALL OTHER SUMS, WITH INTEREST, AS PROVIDED UNDER PARAGRAPH 7 OF THE SECURITY INSTRUMENT), AND TO THE PERFORMANCE OF THE MORTGAGOR'S OBLIGATIONS AND AGREEMENTS UNDER THIS SECURITY INSTRUMENT AND THE NOTE FOR THIS PURPOSE, THE MORTGAGOR HEREBY MORTGAGES, GRANTS AND CONVEYS TO THE MORTGAGEE THE FOLLOWING DESCRIBED PROPERTY:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.
TAX ID NUMBER 14-19-324-042

which has the address of 234 WEST SCHOOL STREET
CHICAGO, ILLINOIS 60610
(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".
THE MORTGAGOR REPRESENTS AND WARRANTS THAT THE MORTGAGOR IS FULLY SEIZED OF THE ESTATE HEREBY CONVEYED AND HAS THE RIGHT TO MORTGAGE, GRANT AND CONVEY THE PROPERTY AND THAT THE PROPERTY IS UNENCUMBERED, EXCEPT FOR ENCUMBRANCES OF RECORD. THE MORTGAGOR WARRANTS AND WILL DEFEND GENERALLY THE TITLE TO THE PROPERTY AGAINST ALL CLAIMS AND DEMANDS, SUBJECT TO ANY ENCUMBRANCES OF RECORD.

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43 [Signature]

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RE-RECORDED FOR DEED SO THAT IT WILL FOLLOW DEED

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COOK COUNTY RECORDER

This Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORMITY AND FLEXIBILITY. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal 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.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender, in the due month payments due under the Note, until the Note is paid in full, a sum of funds for taxes and assessments which may in any year exceed the Security Instrument as a lien on the Property, (i) yearly or biennial payments of general taxes on the Property, (ii) yearly or biennial payments of special taxes on the Property, (iii) yearly or biennial payments of any local or state property insurance premiums, (iv) yearly or biennial payments of any local or state fire insurance premiums, (v) any and all sums payable by Borrower to Lender in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, these amounts called **Taxes and Insurance**. Lender may at any time collect and hold funds in an amount not to exceed the maximum amount a lender for a federally insured mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time (12 U.S.C. § 2601 et seq. ("RESPA")) unless another law that applies to the Funds sets a lesser amount. If so, Lender may at any time collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of Taxes and Insurance, or otherwise in accordance with applicable law.
- The Funds shall be held in an institution whose deposits are insured by a federal agency, institutionally, or entity including Lender, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Taxes and Insurance. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or notifying the Taxes and Insurance unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such charges. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the loan, unless applicable law provides otherwise. Unless an agreement to a different applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purposes for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.
- If the Funds held by Lender exceed the amounts permitted by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender is insufficient to pay the Taxes and Insurance when due, Lender may at any time pay to Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in any of the following ascertainable payments, at Lender's sole discretion:
- a. Cash payment in full of all sums secured by this Security Instrument; Lender shall promptly refund to Borrower any Funds held by Lender; if under paragraph 2, Lender shall acquire in all the Property, Lender, per a like acquisition, a lien on the Property shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.
3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first to any prepayment charges due under the Note, second to amounts payable under paragraph 2 that are not at due, third to principal due, and last, to any late charges due under the Note.
4. **Charges; Funds.** Borrower shall pay all taxes, assessments, charges, fines and impermissibly imposed on the Property which may attach pursuant to this Security Instrument, and leasehold payments of personal rents if any, Borrower shall pay to Lender, in the manner provided in paragraph 2, or if not paid to that effect, Borrower shall, at the time any such sums are due, pay to Lender the amount of such sums. Borrower shall promptly furnish to Lender all evidence of amounts to be paid under this paragraph. If Borrower does not make these payments directly, Borrower shall promptly furnish to Lender all required notices and payments.
- Borrower shall promptly discharge any lien which has priority over this Security Instrument in favor of Borrower (or a party in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, the contents of said discharge may be or be made against and payment of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or to cause a loss of the benefit of the lien) an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach pursuant to this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the notice of such lien or liens of the actions set forth above within 10 days of the giving of notice.
5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by the hazards included within the term "extended coverage" and any other hazards existing, thereby, including, for which Lender requires insurance. This insurance shall be maintained in the amounts and under the policies the 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 2.

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of the Property...
...the sums secured by this Security Instrument...
...the Property...
...the sums secured by this Security Instrument...
...the Property...
...the sums secured by this Security Instrument...

6. **Assignment and Protection of the Property.** The Borrower shall not assign or otherwise dispose of the Property or any interest therein...
...the Property...
...the sums secured by this Security Instrument...

7. **Protection of Lender's Rights in the Property.** If the Borrower fails to perform the covenants and agreements...
...the Property...
...the sums secured by this Security Instrument...

8. **Mortgage Insurance.** If Lender requested mortgage insurance as a condition of making the loan secured by this Security Instrument...
...the Property...
...the sums secured by this Security Instrument...

9. **Other Provisions.** The Borrower shall pay the premiums required to maintain the mortgage insurance in effect...
...the Property...
...the sums secured by this Security Instrument...

10. **Assignment of Proceeds.** The Borrower shall assign to Lender all proceeds from the sale of the Property...
...the Property...
...the sums secured by this Security Instrument...

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9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. 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 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condempnor 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, in 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; Indemnification by Lender Not a Waiver.** Payment of the Note for payment or modification or 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 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, subject to the provisions of paragraph 17. 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 secure the Borrower's interest in the Property under the terms of this Security Instrument, but is not personally obligated to pay the sums secured by this Security Instrument, and (b) 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. **Notice.** 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 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 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.

15. **Governing Law; Severability.** This Security Instrument shall be governed by local 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 conformed copy of the 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

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with or 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 available to Lender if exercised in violation of federal law or the law of the state 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 them within such period, the expiration of this period, Lender may exercise any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Redeem. If Borrower meets certain conditions, Borrower shall have the right to have this Security Instrument discharged or any sums paid to the extent of (a) 90 days (or such other period as applicable law may require for redemption) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or the entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (i) pays Lender all sums which then would be due under this Security Instrument and the fees and charges (including legal costs) that are due and payable or any other obligations or agreements, (ii) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (iii) takes such action as Lender may reasonably require to waive the effect of this Security Instrument. Lender's rights in the Property and this Borrower's obligation to pay the sums secured by this Security Instrument shall continue in full. Upon satisfaction by Borrower of this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to redeem shall not apply to the sum of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note is a partial interest in the Note (together with this Security Instrument) may be sold now or from time to time without prior notice to Borrower. A sale may result in a change in the party known as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There may also be one or more changes of the Loan Servicer assigned 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 prevailing laws or ordinances shall not apply to the presence, use, or storage on the Property of such quantities of Hazardous Substances that are generally recognized to be appropriate 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 Substances 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 such in 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 amphibole and radioactive materials. As used in this paragraph 20, "Environmental Law" means any federal law and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Lender's Covenant. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following a borrower's breach of any covenant or agreement in this Security Instrument that was 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, enforcement 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 cure in the foreclosure proceeding (the non-occurrence of a default or any other default of Borrower is 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 title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any reasonable costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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34. **References to this Security Instrument.** If one or more references are specified by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such reference shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the reference were a part of this Security Instrument (if such applicable reference).

- A. Adjustable Rate Rider
- B. Combination Rider
- C. 1-4 Family Rider
- D. Combined Payment Rider
- E. Planned Unit Development Rider
- F. Biweekly Payment Rider
- G. Balloon Rider
- H. Rate Improvement Rider
- I. Second Home Rider
- J. Other(s) (specify) _____

By Signature Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and all any reference(s) specified by Borrower and recorded with it.

Witness:

[Signature]

[Signature]
TRAC PROPERTY

(Not)
to record

(Not)
to record

(Not)
to record

11-10-11

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ADJUSTABLE RATE BINDER

THIS BINDER (HEREINAFTER REFERRED TO AS "BINDER") IS PART OF THE SECURITY INSTRUMENT (HEREINAFTER REFERRED TO AS "SECURITY INSTRUMENT") AND SHALL BE READ IN CONJUNCTION WITH THE SECURITY INSTRUMENT. THE SECURITY INSTRUMENT IS A PROMISSORY NOTE (HEREINAFTER REFERRED TO AS "NOTE") ISSUED BY THE BORROWER TO THE LENDER. THE BINDER IS A PART OF THE SECURITY INSTRUMENT AND SHALL BE READ IN CONJUNCTION WITH THE SECURITY INSTRUMENT. THE BINDER IS A PART OF THE SECURITY INSTRUMENT AND SHALL BE READ IN CONJUNCTION WITH THE SECURITY INSTRUMENT.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MONTHLY AND THE MAXIMUM RATE THE BORROWER MUST PAY.

- A. INTEREST RATE AND MONTHLY PAYMENT CHANGES
- B. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date
The interest rate I will pay may change on the 1st day of every month that is a "Change Date".

(B) The Index
Beginning with the first Change Date, my interest rate will be based on an index. The index is the percentage of change in the price of a certain security or basket of securities, as published by The Wall Street Journal. The most recent index figure is shown as of the 1st day of the month. If the index is no longer available, or if no longer published by The Wall Street Journal, or if there is a change in the index or source of index that is found upon comparable information, the New Holder will give the notice of this change.

(C) Calculation of Changes
Before each Change Date, the New Holder will calculate my new interest rate by adding the percentage point to the Current Index. The New Holder will then round the result of this addition up to the nearest rate with a percentage point (1/2%). Subject to the limits stated in Section 4(B) below, this rounded amount will be my new interest rate until the next Change Date.

The New Holder will then determine the amount of the monthly payment that would be sufficient to repay the original principal that I am obligated to pay at the Change Date in full on the Maturity Date at my new interest rate as determined by this calculation. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes
The interest rate I am required to pay at the first Change Date will not be greater than 11.00% or less than 5.00%.

FOR FURTHER INFORMATION, SEE THE SECURITY INSTRUMENT AND THE BINDER. THE BINDER IS A PART OF THE SECURITY INSTRUMENT AND SHALL BE READ IN CONJUNCTION WITH THE SECURITY INSTRUMENT.

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