Record and return to:

EgulS odli Corporation of Illinois 1731 E. WOODFIELD RD - STE 200 SCHAJMBURG, ILLINOIS 60173

98411484

OFFIT-01 RECORDING

\$35,00

Tenun9 TRAN 2917 05/31/96 10:14:00

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COOK COUNTY RECORDER

the first area	NOT AS TENANTS IN the Mortgagee, EquiCre existing under the laws of II SCHAUMBURG, ILLIN Whereas, Borrower is indebtedness is evidenced renewals, thereof (herein indebtedness, if not sooner	iace this 24th day (LAND MARY JO JA (DMMO) SUT AS JO dit Cornoration of Illin lines whose address OIS 60173 indebted to Lender in by Borrower's note di "Note"), providing for paid, due and payable repayment of the interpretation of the interp	the principal sum of U.S. \$ lated May 21 1996 or month; installments of the on June 1, 203	(nerent cander).	which slons and alance of
RBIATTORNEY SERVICES #	performance of the covena convey to Lender, the follow State of Illinois: 1.01, 140 IN ANGELIN	ints and agreements i wing described prope IE DYNIEWICZ PAR IIP 40 NORTH, RANG	of Borrower herein contained rty located in the County of K BOULEVARD ADDITIO JE 13, EAST OF THE THIR	COOK N IN	SA A
	which has the address of _		stre∈!] n "Property Address");	CHICAGO [City]	ميسان دينيونيو

Fogether with all the improvements now or hereafter erected on the property, and all elasements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the lease field estate if this Mortgage is on a leasehold) are hereinafter referred to

as the "Property."

{Zip Code}

Page 1 of 6



The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. In the event Borrower fails to maintain hazard insurance (including any required flood insurance) in an amount sufficient to satisfy all indebtedness, fees, and charges of wed Lender (in addition to payment or all liens and charges which may have priority over Lender's Interest in the property). Lender may, in its sole discretion, obtain such insurance naming Lender as the sole beneficiary (single interest coverage). Lender may add any premiums paid for such insurance to the principal amount of the foan secured by this Security Instrument on which interest shall accrue at the contract rate set forth in the Note. At insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to mold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a tien which has priority over this Murtgage.

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.

If the Priperty is at andoned by Borrower, or if Borrower falls to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and $e_i pp'y$ the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Morroge.

- 6. Preservation and Malaterance of Property; Leastholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease 1 this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or coverants creating or governing the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's security. If do now it fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property (including without fimitation), then Lender, at Lender's cotion, upon notice to Borrower, may make such appearances, disburse such surns, including reasonable attorneys' fees and take such action as is necessary to protect Lender's interest. In addition, Grantor (Mortgagor) covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary (Mortgagee) shall have the right at any time to intervene in any suit affecting such title and to employ independent counsel in connection with any suit in which it may be a party by Intervention or otherwise, and upon demand Grantor (Mortgagor) agrees either (1) to pay the Beneficiary all reasonable expenses paid or incurred by it in respect to any such suit affecting title to any such property, or affecting the Beneficiary's (Mortgagee's) liens or rights hereunder, including, reasonable fees to the Beneficiary's (Mortgagee's) actorneys or (2) to permit the addition of such expenses, costs, and attorney's fees to the principal balance of the Note(s) secured by this Deed of Trust (Mortgage) on which interest shall accrue at the Note rate.

If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Eurrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to including expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Sorrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in fieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a Len which has priority over this Mortgage.
- 10. Borrower Not Released; Forbearance By Linder Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum; secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy.

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- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall blind, and the rights hereund at shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note. (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releating that Borrovier or modifying this Mortgage as to that Borrower's interest in the Property.
- Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or claube of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Vote are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not probibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Ecrrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply tabor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partners hip, trust or other legal entity, without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a entransfer of rights of occupancy in the property. (b) the creation of a purchase money security interest for household pappliances (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare alignment secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice of mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were tieing made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk or a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different finul payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable lavy, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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NON-UN FORM COVENANTS. Borrower and Lender to their covenant and agree as follows:

- Overlant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 1/2 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums recured by this Mortgage 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable at armeys' fees and costs of documentary evidence, abstracts and title reports.
- 18. Horrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Nore had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Porrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph or hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums recured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receive: As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such relate as they become due and payable.

Upon acceleration under paragraph 17 hereof or a ;andonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possersion of and manage the Property and to collect the rents of the Property including those past due. All rents collected by 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 bonds and reasonable attorneys' fees, and then to the sums secured by this Mongage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Walver of Homestead. Borrower hereby waiv is all rights of homestead exemption in the property.

22. Riders to this Mortgage. If one or more riders are executed by Borrower and recorded together with this Mortgage, the coverants and agreements of each such rider shall be incorporated into and shall arrend and supplement the coverants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage. [Check applicable box(es)]

[XX] Adjustable Rate Rider	Condominium Rider	:
+-4 Family Rider		
Planned Unit Development Rider	Other(s) specify	

23. Conformity With flaws. If any provision of this Mortgage (Deed of Trust) is found to be in violation of any law, rule or regulation which affects the validity and/or inforceability of the Note and/or Mortgage (Deed of Trust), that provision shall be deemed modified to comply with approable law, rule, or regulation.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OF DEEDS OF TRUST

Borrower and Lender request the holder of an imortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superfor encumbrance and of any sale or other foreclosure action.

in Witness Whereof, Borrower has executed this Mortgage.

Stopoenty ox Coop County

STATE OF Illinois, COOK COUNTY ss:

1, a Notary Public in and for said county and state, do hereby certify that RONALD JAKUBOWSKI AND MARY JO JAKUE DWSKI, HIS WIFE NOT AS TENANTS IN COMMON BUT AS JOINT TENA known to me to be the person(s) whose name(ii) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they is gived and delivered the said instrument as their free voluntary act, for the uses and purposes thereir set forth.

Given under my hand and official scal, this 24th Pay of May, 1996.

My Commission Expires:

on.

Please return to:

EquiCredit Corporation of Illinois 1701 E. WOODFIELD RD - STE 200 SCHAUMBURG, ILLINOIS 60173

Notary Public

Man Gostonine

L. OIS 5.6.08 COMMISSION EXTIR.

BALLOON

ADJUSTABLE RATE RIDER (libor index - rate caps)

1	THIS ADJUSTABLE FATE BIDER is made this 2-ith day of May 1996, and is
1	decorporated into and shall the deemed to amend and supplement the Hortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same
	date given by the undersigned (the "Borrower") to secure Borrower's Arthristable Rate Note (the "Note") to
,	Legal Credit Corporation of Illinois (the "Lender") of the same date and covering the property described in the Security Instrument and located at:
	5232 N. MOBILE CEIICAGO, (L 60630
	(Property Address)
	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 TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.
	Additional Covenant: 1) addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as to lows:
	A. INTEREST RATE AND MONTHUL PAYMENT CHANGES
	The Note provides for an initial interest rate of 7.5(8) %. The Note provides for changes in the interest rate and the monthly payments, as follows:
	4. INTEREST RATE AND MONTHLY PAYMENT CHANGES
	(A) Change Dates
	The interest rate I vill pay may change on the first day of <u>December</u> , 1996, and on that day every six months thereafter.
	Each date on which my interest rate could change is called a "Change Date."
	(B) The Index Beginning with the first Charge Date, my interest rate will be based on an Index. The "Index" is the London InterBank Offered Rate for dollar.
	deducits having a maturity of six months ("LIBOR") as reported in the Wall Street Journal published in Orlando, Florida. The most recent Index figure
	available as of the 15th day of the month or next business day thereards of the month which is two months prior to the change date is called the
	"Carrent Index."
	If the Index is no longer available, the Note Holder will choose a new Index hat it based upon comparable information. The Note Holder will
	give me notice of this choice.
	(C) Calculation of Changes
	Before each Change Date, the Note Holder will calculate my new interest rate by adding FOUR & 75/100 percentage points (= 2.750 %) to the Current Index. The Note Holder will then round the round the round to the nearest one-eighth of one
	percentage points (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change
	Dite
	The Note Holder will then determine the amount of the monthly payment that would be sufficient to sepay the unpaid principal that I am
	expected to dive at the Change Date in full on the maturity date at my new interest rate in substantially equal payments based on an assumed three
	hundred sixty month amortization farm. The result of this colculation 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 Charge Date will not be greater than 8.500 %.
	Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage with (1.00%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than
	My new interest rate will become effective on each Change Oate. I will pay the amount of my new monthly payment beginning on the first
	monthly payment dute after the Change Date until the amount of my monthly payment changes again. (F) Notice of Changes
	The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the
	affective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person
	who will answer any question I may have regarding the notice
	(G) Balloon Payment
	On June 1 2003 I will make a final balloon payment of the remaining unpaid principal balance of my loan together with any
	outstanding unpaid interest or other charges. The balloon payment may be refinanced under terms acceptable to the Note Holder provided (1) I have
	not been and am not in default under any obligation to the Note Holder at the time of such refinancing; (2) the security for the new loan shall be the
	dame and its value a fequate, and (3) I meet all of the Lender's note of foar requirements and pay all fees normally charged by the Lender for such transactions. My option to refinance must be exercised no later than 20 days prior to the due date of the balloon payment. Time is of the essence of
	transactions My option to remnance must be exercised no later man and days prior to the date of the barbon payments. This is or the date now all

.2.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended in read as follows

Transfer of the Property or a Beneficial Interest in Bc rower. If all or any part of the Property or any interest in it is sold or transferred and Bchower is not a natural person) without Lender's prior written consent, Lunder 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 Sciurity Instrument. Lender also shall not exercise this option it: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if new loan were being made to the transferre; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan a sumption. Lender may also require to a sumption agreement that is acceptable to Lender and that obligates the transferue to keep all the promises and agreements much in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate paliment in full, 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 silms prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

By signing below, Borrower accepts and agrees to the till rms and covenants contained in this Adjustable Rate Rider.

mature of RONALD JAKUBOWSK

Signary Col MARY JO JAKUBOWSKI

Prepa ea by:

UNOFFICIAL COPY

96411485

!Wher Recorded Mail To

THE PERSON NO. 1 (NO. 1) CALMONIA LENDING GROUP, INC., ATTN: MORTGAGE

BANKING DIVISION

26300 LA ALAMEDA, SUITE 200

MISSION VIEJO, CA. 92691

LOAN NO.: 0355369070 ESCROW NO.: 9614719

TREEPT-DI RECURDING

\$31.50

"\$0009 | TRAN 2923 05/31/96 10:24:00

\$9389 \$ ER *-- 96-411485

COOK COUNTY RECORDER

DEPT-01 RECORDING

T#6009 TRAN 2923 05/31/96 10:24:00

\$9389 \$ ER *-96-411485

COOK COUNTY RECORDER

[Space Above This Line For Recording Data] ----

MORTGAGE

THIS MORTGACE ("Security Instrument") is given on MAY 14, 1996 RAYMOND L. BAKER AND MARY E. BAKEN, IN JOINT TENANCY

. The mortgagor is

("Borrower") This Security Instrument is given to CALIFORNIA LENDING GROUP, INC., dba UNITED LENDING STOUP

which is organized and existing under the laws of CALIFORNIA address is 26300 LA ALAMECA, SUITE 200, MISSION VIEJO, CA 22891 , and whose

("Linder"). Borrower owes Leider the principal sum of

Dollars (U.S. \$ 78.300.00

This debt is evidenced by Borrower's note dated the same date as this Securit; Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 01, 2026

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 coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and coavey to Lender the following described property located in 300K

LOT 18 IN BLOCK 3 IN ALLIMANS SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND WEST 1/3 OF THE SOUTH 20 ACRES OF THE WEST 28.60 CHAINS OF THE SOUTHEAST 1/4 ALL IN SECTION 3.3 TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PFINCIPAL MERIDIAN, IN COOK COUNTY, ILLIN DIS.

君子 れいり かっつい 生物

38 (459) R 37193

96411485

1Street, City1.

1706 NORTH LOCKWOOD AVENUE, CHICAGO which has the address of

Illinois

60639

("Property Address"),

[Zip Cole]

JELINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 9/90 Amended 5/91

ENDER SUPPORT SYSTEMS INC. FNIMA: C14.0GE (2/94)

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Clent 714

Property of Coot County Clert's Office