DEPT-01 RECORDING

TODC10 TRAN 6219 09/30/96 15:20:00

#3358 # CJ #-96-743990 COOK COUNTY RECORDER

Prepared by: CASTLE MORTGAGE, INC. 1315 W. 22ND ST. OAK BROOK, IL <0521 708-990-0140

> Loan ID: 96100021 **MORTGAGE**

96743590

THIS MORTGAGE ("Security Instrument") is given on JAMES PAPPAS and DOMENICA PAPPAS, His Wife

September 3rd, 1996

. The mortgagor is

("Borrower"). This Security Instrument is given to Castle Moltgage, Inc.

which he organized and existing under the laws of THE STATE OF ILLINOIS address is 1315 West 22nd Street, Cak Brook, Illinois 50521

and whose

("Letties"). Borrower owes Lender the principal sum of

One Hundred Thirty Eight Thousand and no/100

LOLES (U.S. S 138,000.00

This debt in 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 October ... t. 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, adversal under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and expressions under this Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Londer the following County, Blinois: COOK described property located in

LCT: 11 AND ALL THAT PART OF LOT "D" EAST OF AND ADJOINING ALLEY DEDICATED BY PLAT RECORDED AS DOCUMENT 9185287, TOGETHER WITH ALL OF VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOT D WHICH LIES WITHIN THE NORTH AND SOUTH LINES OF LOT 11 EXTENDED WESTERLY ALL IN BLOCK 20 IN KAISER AND COMPANY'S ARCADIA TERRACE, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 (EXCEPT THE WEST 33 PEET) AND THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-01-420-028

which has the address of

5724 NORTH MAPLEWOOD AVENUE, CHICAGO [Zip Code] ("Property Address");

(Street, City),

Illimois 60659 IN CO FEMILY-FRIMA/FHLMC UNIFORM ISTRUMENT Form 3014 9/90

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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."

BORROWER COVENANTS that Borrower is lawfully 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. Borrower warrants and will defend generally the title to the Property against all claims and domands, subject to any encumbrances of record.

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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Bosrower 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. Subject to applicable law or to a written waiver 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 ("Punds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any same payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lies of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage low, 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. Section 2601 et saq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Index 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 expanditures of future Escrow litems or otherwise in accordance with applicable law.

The Punds shall be held in an "astitution whose deposits are insured by a foderal agency, instrumentality, or entity (including Lender, if Lender is such an instantism) or in any Pederal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrows for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Escriver interest on the Punds and applicable law permits Lender to make such a charge. However, Lender may require Borrower as a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that is even shall be paid on the Punds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credit; 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be mad 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 hald by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify 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 no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender the property refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit of the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received to Leoler under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts paymon under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 leasthold 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 promptly discharge any lieu which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lieu in a manner acceptable to Lender; (b) contests in good faith the lieu by, or defends against enforcement of the lieu in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lieu; or (c) secures from the holder of the lieu an agreement satisfactory to Lender subordinating the lieu to this Security Instrument. If Lender determines that any part of the Property is subject to a lieu which may attain priority/press

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this Security instrument, Lender may give Borrower a notice identifying the lien. Borrower aball satisfy the lien of take one or

5. Hazard or Property Desurance. Borrower shall keep the improvements now existing or hereafter erected on the mone of the actions set forth above within 10 days of the giving of notice. Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including flords 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 Lander's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Londer 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 Londer requires, Borrower shall promptly give to Lander all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Leader may make proof of loss if not made promptly by Borrower. Property damages, if he restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically femalish or Lender's security would be leavened, the insurance proceeds shall be applied to the sums secured by this Security fretrument, whether or not then due, with any excess paid to Borrower. If Borrower ebundans the Property, or does not any 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 Instrumera, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrows otherwise agree in writing, any application of proceeds to principal shall not extend or prostpone 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 say insurance policies and proceeds resulting from durange to the Property prior to the acquisitir a shall pass to Lender to the extent of the sums secured by this Security Instrument

6. Occupancy, Preservation, Maintenance Co. Protection of the Property; Borrower's Loan Application; Leaseholds. immediately prior to the acquisition. Fortower shall occupy, establish, and use the Proporty A 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 extenusting circumstances exist which are keyond Borrows 3 control. Borrower shall not destroy, damage or impair the Property, allow the Property to descriptine, or commit waste of the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Leader's good faith judgment could result in forfeiture of the Property or otherwise materially impair the nen cremed by this Security Instrument or Londer's security interest, Bostower may cure such a default and remarks, as provided in paragraph 18, by causing the action of proceeding to be dismissed with a ruling that, in Lander's good faith desermination, precludes forfeiture of the Box cower's interest in the Property or other material impairment of the lien creased 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 incomption or statements to Lander (or failed to provide Lender with any maserial information) in connection with the loan evidence, by the Note, including, but not limited 10, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a lesschold, Borrower shall comply with all the provisions of the lesse. If Borrower acquirer fee title to the Property, the lessehold and the fee title shall not marge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property, If Borrower fails to perform the covenant, and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights to the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the Lander 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 some secured by a lieu which has priority over this Security Instrument, appearing in court, paying a reasonable anomeys' fees and enturing on the Property to make repairs. Although London may take action under this paragraphs

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 7, Lender does not have to do so. Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of dishursement at the Note rate and shall be payable, with interest, upon notice from Londer to Borrower requesting

S. Mortgage Insurance. If Lander 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. Sorrower shall pay the premiums required to

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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 sub-mantially equivalent mortgage insurance coverage is not available. Borrower thall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapace or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if morrgage insurance coverage (in the amount and for the period that illender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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 Le. der.

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 ther die, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair marks; value of the respecty immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument imme an ely before the taking, unless Borrower and Lander otherwise agree in writing, the sums secured by this Lecurity Instrument sne'l be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured har eliately 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 othery ise wree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Justiument whether or not the sums are then due.

If the Property is abandoned by Boirowei, will, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower take to respond to Lender within 30 days after the date the notice is given, Londer is authorized to collect and apply the proceeds, at its cotion, either to restoration or regain of the Property or to the sums secured by this Security Instrument, whether or not then cue.

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; Furbearance By Lender Not a Wairer. Extension of the time for payment or modification of amerization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not optuate to release the hability 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 lime for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand make by the original Borrower or Borrower's successors in interest. Any forbestance 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-tiguers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Bostov er, 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 convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally children to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, medify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Lose Charges. If the losn secured by this Security Instrument is subject to a law which sets maximum losn 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 excited the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge in 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. 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 notice to Lender. Any notice to Lender shall be given by first class mail, to

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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 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 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 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 exactises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less han 30 days treen the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. It 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 Rig's to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security East-toness discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for meetatement) 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 the 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 attentions' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender and the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. "From reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no occeleration 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 of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Cornwer. 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 ask ress of the new Loan Servicer and the address to which payments should are muc. 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 on amily 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 Equironmental 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 at 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 of pisticides and herbicides, volatile solvents, materials containing asbestos or formuldehyde, 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. Boxtower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Sorrower prior to acceleration following Borrower's breach of any covenant or agreement in this Socurity Instrument (but not prior to acceleration under paragraph 17 apleas



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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (r) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (ii) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums succeeding 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 accured 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. Kelease. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

24. Riders to this Security Instrum Security Instrument, the covenants and ago	r waives all right of bomestead exemption in sent. If one or more riders are executed by reements of each such rider shall be incorporate.	Borrower and recorded together with this strated into and shall amend and supplement
[(Theck applicable hox(es)] [Adjustable Rate Rider	rity Instrument as if the rider(s) were a part Condominium Rider	1-4 Family Rider
Oraduated Paymon Rider Balloun Rider VA Rider	Planned Unit Development Rider Rate Improvement Rider Other(s) [specify]	Biweekly Payment Rider Second Home Rider
BY SIGNING BELOW, Borrower act in any rider(s) executed by Borrower and re Witnesses:	cepts and spress to the terms and covenants	
· ·	THE PROPERTY	(Seal) -Borrower
	DOMENICA PAUPA	(Seal) -Borrower
	(Scal)	(Seal)
STATE OF ILLINOIS. I, THAT JAMES PAPPAS and DOMENICA	Coun Coun Coun A Notary Public in and	ty as: for said county and state do hereby certify
subscribed to the foregoing instrument, app signed and delivered the said instrument as Given under my band and official seal	cared before me this day in person, and ack	
"OFFICIAL SE. HAL A. LIPSH Notary Public, State	UTZ of Illinois	
My Commission Expires M.	y 27, 1997 (BOX 342

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