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. COOK COUNTY RECORDER

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COLLATERAL ASSIGNMENT  
OF MORTGAGE DOCUMENTS

RETURN TO: **BOX 15**  
TICOR TITLE INSURANCE  
203 N. LaSALLE, STE. 1400  
CHICAGO, IL 60601  
RE: **Kelly 23767**  
**337013**

96852743

MAIL  
TO

~~RETURN TO:  
TICOR TITLE INSURANCE  
203 N. LaSALLE, STE. 1400  
CHICAGO, IL 60601  
RE:~~

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## COLLATERAL ASSIGNMENT OF MORTGAGE DOCUMENTS

THIS COLLATERAL ASSIGNMENT OF MORTGAGE DOCUMENTS (the "Assignment"), is made as of this 23<sup>rd</sup> day of October, 1996, by HOLDEN INVESTMENTS, L.L.C., an Illinois limited liability company ("Assignor"), to LASALLE NATIONAL BANK, a national banking association ("Assignee").

### Recitals

A. Assignor, as Seller, and Harris Bank, Barrington, As Trustee under Trust Agreement dated May 1, 1996 and known as Trust No. 11-5073 ("Trustee"), and Raymond E. Plote, trustee, the beneficiary thereof ("Beneficiary") (Trustee and Beneficiary being collectively referred to herein as the "Purchaser"), have entered into a Real Estate Sales Contract dated June 15, 1996 (the "Contract") for the sale of the real estate described in EXHIBIT A attached hereto and made a part hereof (the "Plote Real Estate").

B. In payment of a portion of the purchase price of the Plote Real Estate, Trustee has executed and delivered to Assignor a Purchase Money Note dated October 23, 1996 in the principal amount of \$1,939,035 (the "Purchase Money Note"). As security for the Note, Purchaser has executed and delivered to Assignor a Purchase Money Mortgage and Security Agreement dated October 23, 1996 and recorded October 25, 1996 with the Cook County Recorder of Deeds as document no. 96876011 (the "Purchase Money Mortgage"). The Purchase Money Mortgage encumbers fee title to the Plote Real Estate. The Purchase Money Note and the Purchase Money Mortgage are collectively referred to herein as the "Purchase Money Loan Documents."

C. Pursuant to the Purchase Money Loan Documents, Purchaser is required to pay the principal amount of the Purchase Money Note in two equal installments of \$969,517.50 each, one due and payable on October 23, 1997, and the other due and payable on October 23, 1998 (the "Principal Installment Payments").

C. Assignor and Assignee are parties to a Loan Agreement dated as of February 29, 1996 pursuant to which Assignee has loaned to Assignor the principal amount of \$16,500,000 (the "Loan"). The Loan is evidenced by, among other things, the following documents, each dated as of February 29, 1996:

1. Loan Agreement between Assignor and Assignee (the "Loan Agreement");
2. Note in the principal amount of the Loan, from Assignor to Assignee.
3. Mortgages and Assignments of Rents and Leases encumbering certain real estate in Cook and Lake Counties, Illinois, including the Real Estate.

Initially capitalized terms used in this Assignment and not expressly defined herein have the meanings given them in the Loan Agreement.

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D. Pursuant to an Amendment to Loan Documents of even date herewith between Assignor and Assignee (the "Amendment to Loan Documents"), Assignee has agreed to release the lien of the Loan Documents with respect to the Plote Real Estate, in consideration of, among other things, Assignor's agreements (1) to make partial prepayments of the principal amount of the Loan on the due date of and equal in amount to the Principal Installment Payments (the "Partial Prepayments"), and (2) to cause the Principal Installment Payments to be paid directly by Purchaser to Assignee in payment of the Partial Prepayments.

E. Assignee requires this Assignment as security for Assignor's agreements under the Amendment to Loan Documents and as additional security for the Loan.

## Agreements

NOW, THEREFORE, for and in consideration of the foregoing Recitals which are made a part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment of Purchase Money Loan Documents. As security for the due and punctual payment of each of the Partial Prepayments in the aggregate principal amount of \$1,939,035 due and payable under the Note and as security for the performance and observance by Assignor of each and every term, covenant, agreement and condition contained herein in the Note and in the other Loan Documents as amended by the Amendment to Loan Documents, (hereinafter the "indebtedness secured hereby"), Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, and does hereby grant to Assignee, its successors and assigns, a security interest in, all of the right title and interest of Assignor in, to and under the Purchase Money Loan Documents, including all amendments and supplements to and renewals and extensions of the Purchase Money Loan Documents at any time made, and all amounts due thereunder, including without limitation the Principal Installment Payments.

SUBJECT, however, to the right and license hereinafter granted by Assignee to Assignor.

2. Term. This Assignment shall remain in full force and effect so long as the Partial Prepayments remain outstanding or unsatisfied in any respect.

3. Representations and Warranties. Assignor represents and warrants to Assignee (which representation and warranties shall remain true and correct throughout the term of this Assignment) as follows:

- (a) Assignor has good right and authority to make this Assignment;
- (b) Assignor has not heretofore alienated, assigned, pledged or otherwise disposed of or encumbered the Purchase Money Loan Documents, or any of the sums due or to become due thereunder and intended to be assigned hereunder;

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(c) Assignor has not performed any acts or executed any other instruments which might prevent Assignee from operating under any of the terms and conditions of this Assignment or which would limit Assignee in such operation;

(d) Assignor has delivered to Assignee the originals of the Purchase Money Loan Documents, and Assignor has not executed or granted any amendment or modification whatever of the Purchase Money Loan Documents, either orally or in writing, except as has been disclosed in writing to Assignee; and

(e) there is no default under the Purchase Money Loan Documents now existing and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute an event of default under any of the Purchase Money Loan Documents.

4. Covenants. Assignor hereby covenants and agrees as follows:

(a) Assignor shall not, without the prior written consent of Assignor:

(i) cancel or release a Purchase Money Loan Document or the obligations of Purchaser thereunder, or accept a surrender thereof;

(ii) change, amend, alter, or modify any Purchase Money Loan Document or any of the material terms or provisions thereof, nor grant any material concession in connection therewith;

(iii) assign, pledge, encumber or otherwise transfer a Purchase Money Loan Document or Assignor's rights thereunder; or

(iv) deposit any payments of principal received by or on behalf of Assignor under the Purchase Money Loan Documents.

Any of the above acts, if done, shall be, at the option of Assignee, null and void, and shall constitute a default by Assignor hereunder for all purposes under the terms of this Assignment.

(b) Assignor shall:

(i) fulfill or perform each and every material condition and covenant of the Purchase Money Loan Documents to be fulfilled or performed by Assignor thereunder; (ii) give prompt notice to Assignee of any notice of default by Assignor under the Purchase Money Loan Documents received by Assignor, together with a complete copy of any such notice; (iii) give prompt notice to Assignee of any notice of default by Purchaser under the Purchase Money Loan Documents that Assignor delivers to Purchaser, (iv) at the sole cost and expense of Assignor, take such action to enforce the Purchase Money Loan Documents following an event of default by Purchaser thereunder as may be deemed reasonably necessary by Assignor, such action to be

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subject to the prior written consent of Assignee, which consent shall not be unreasonably withheld, delayed or conditioned; and

(ii) at Assignor's sole cost and expense, appear in and defend any action growing out of or in any manner connected with the Purchase Money Loan Documents.

(iii) pay to Assignee all principal sums paid to Assignor by Purchaser under the Purchase Money Loan Documents.

5. Direction to Purchasers. Assignor hereby consents to and irrevocably authorizes and directs the Purchaser and any successor to the interest of the Purchaser to pay to Assignee the Principal Installment Payments or any prepayment of the principal amount of the Purchase Money Loan Documents.

6. License to Collect. Notwithstanding the foregoing provisions making and establishing a present and absolute transfer and assignment of the Purchase Money Loan Documents, so long as no Event of Default shall exist hereunder, Assignor shall have the right and license to act as mortgagee under the Purchase Money Loan Documents and to use and enjoy the payments, issues and profits and other sums payable under and by virtue of the Purchase Money Loan Documents with the exception of the Principal Installment Payments, which shall be paid to Assignee, and to enforce the covenants of the Purchase Money Loan Documents, subject to the provisions of this Assignment.

7. Effect of Assignment. This Assignment constitutes the granting by Assignor of a security interest under the Uniform Commercial Code as enacted in the State of Illinois, of the right, title and interest of Assignor in and to the Purchase Money Loan Documents. Notwithstanding the foregoing, to the extent Assignee is not permitted by law to take a security interest in any of the Purchase Money Loan Documents, Assignor hereby agrees to execute any and all other documents deemed necessary or advisable by Assignee to give Assignee such interest in such Purchase Money Loan Documents as is allowed or allowable under law. In addition to and not in limitation of the other rights of Assignee hereunder, in the event of any Event of Default under any of the Loan Documents, Assignee shall have, with respect to the right, title and interest of Assignor in the Purchase Money Loan Documents, all of the rights of a secured party under the Uniform Commercial Code as enacted in the State of Illinois, including, without limitation, a right to sell the same at public or private sale. Assignee shall give Assignor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if such notice is given to Assignor at the in accordance with Section 14 hereof at least ten (10) days before the time of the sale or disposition.

8. Events of Default. Each of the following shall constitute an Event of Default hereunder:

(a) the occurrence of an Event of Default under any one or more of the Loan Documents;

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(b) any breach by Assignor of any covenant, agreement, duty, obligation or condition of this Assignment and (i) if such breach is of a monetary nature, the continuance of such breach for five (5) days after service of written notice thereof, and (ii) if such breach is of a non-monetary nature, the continuance of such breach for thirty (30) days after service of written notice thereof; and

(c) if any representation or warranty by Assignor contained in this Assignment proves to be false or misleading in any respect.

9. Rights of Assignee Upon Default. Upon the occurrence of any Event of Default and at any time thereafter (without in any way waiving such Event of Default), at Assignee's option and without notice or demand of any kind, and without regard to the adequacy of security for the complete payment or performance of the indebtedness secured hereby, Assignee may exercise any or all of the following remedies, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court:

(a) declare the Partial Prepayments immediately due and payable;

(b) exercise any and all rights or privileges granted by or permitted under, and enjoy all benefits of, the Purchase Money Loan Documents and to otherwise exercise any and all rights assigned to Assignee hereunder;

(c) institute any legal or equitable action (in either Assignor's or Assignee's name) which Assignee, in its sole and absolute discretion, deems desirable to collect amounts due under the Purchase Money Loan Documents;

(d) terminate the right and license granted to Assignor hereunder and thereafter demand, collect and receive and sue for the payments and other sums payable under the Purchase Money Loan Documents and after deducting all necessary and proper costs and expenses of collection as determined by Assignee, including the just and reasonable compensation for the services of Assignee, its attorneys, agents, clerks, servants and others employed by Assignee, apply the net proceeds thereof upon the Partial Prepayments; and

(e) exercise any other rights and remedies permitted to Assignee under applicable law.

10. No Waiver by Assignee. The rights and remedies set forth herein are in addition to all other rights and remedies afforded to Assignee under any of the Loan Documents or at law or in equity, by statute or otherwise, all of which are hereby reserved by Assignee, and this Assignment is made and accepted without prejudice to any such rights and remedies. The exercise by Assignee of any of the rights and remedies granted to it in this Assignment, shall not be considered a waiver of any Event of Default or of any default by Assignor arising hereunder or under the Note or any of the other Loan Documents. All of the rights and remedies of Assignee under the Loan Documents and this Assignment shall be separate and cumulative and may be exercised concurrently or successively in Assignee's sole and absolute discretion. The exercise of any right and/or remedy by Assignee hereunder shall not be considered to be a waiver

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of any of Assignee's other rights or remedies hereunder or under the Loan Documents. No failure or delay on the part of Assignee to exercise any such right or remedy shall operate as a waiver thereof.

11. Liability. This Assignment shall not operate to place responsibility upon Assignee for the carrying out of any of the terms and conditions of any of the Purchase Money Loan Documents unless such responsibility is specifically assumed by Assignee in writing. Nothing herein contained shall be construed to bind Assignee to the performance of any of the terms and provisions contained in any of the Purchase Money Loan Documents or to otherwise impose any obligation whatsoever on Assignee.

12. Successors and Assigns: Joint and Several Liability. The provisions of this Assignment shall be binding on Assignor and Assignor's heirs, executors, administrators, legal representatives, successors and assigns and this Assignment and all of the covenants herein contained shall inure to the benefit of Assignee and Assignee's successors and assigns. Where more than one person shall execute this Assignment, then each such person shall be fully liable for all of the obligations of Assignor hereunder and all such obligations shall be joint and several.

14. Notices. All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received when deemed given, served and received in accordance with the provisions of the Loan Agreement.

15. Right to Collect. The right of Assignee to collect and receive the payments due under the Purchase Money Loan Documents also extend to the period from and after the filing of any suit to foreclose the lien of the Mortgage.

IN WITNESS WHEREOF, this Assignment has been executed as of the date first above written.

## ASSIGNOR

HOLDEN INVESTMENTS, L.L.C., an  
Illinois limited liability company

By: James M. Egan  
Name: James M. Egan  
Title: Manager

## ASSIGNEE

LASALLE NATIONAL BANK,  
a national bank association

By: R. Patricia Kelly  
Name: R. PATRICIA Kelly  
Title: FIRST VICE President

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

ALL THAT PART OF FRACTIONAL SECTION 5, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING (i) NORTHERLY OF THE NORTHERLY LINE OF THE PREMISES CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED RECORDED JUNE 12, 1956 AS DOCUMENT NO. 16607889; (ii) EASTERLY OF THE EAST LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXTENDED SOUTHERLY TO THE AFORESAID NORTHERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY; AND (iii) WESTERLY OF THE EAST 279.0 FEET OF SAID SECTION 5, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY DEED RECORDED JULY 29, 1994 AS DOCUMENT NO. 94-667873:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5; THENCE SOUTH 89° 58' 08" WEST ALONG THE NORTH LINE OF SAID SECTION 5 A DISTANCE OF 279.00 FEET TO THE WEST LINE OF THE EAST 279.00 FEET OF SAID SECTION 5 FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 58' 08" WEST ALONG SAID NORTH LINE 13.53 FEET; THENCE SOUTH 06° 06' 43" EAST 61.86 FEET TO THE NORTH RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY AS CONVEYED BY DEED DOCUMENT NO. 16607889 RECORDED JUNE 12, 1956; THENCE NORTH 89° 51' 14" EAST ALONG SAID NORTH RIGHT OF WAY LINE 6.71 FEET TO SAID WEST LINE OF THE EAST 279.00 FEET; THENCE NORTH 00° 13' 12" EAST ALONG SAID WEST LINE 61.50 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

SAID PREMISES ALSO BEING CAPABLE OF BEING LEGALLY DESCRIBED AS FOLLOWS:

THAT PART OF FRACTIONAL SECTION 5, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING (i) NORTHERLY OF THE PREMISES CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED RECORDED JUNE 12, 1956 AS DOCUMENT NO. 16607889; (ii) EAST OF THE WEST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXTENDED STRAIGHT SOUTH; AND (iii) WESTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT ON THE NORTH LINE OF SAID FRACTIONAL SECTION 5, 13.53 FEET WEST OF THE WEST LINE OF THE EAST 279.00 FEET OF SAID FRACTIONAL SECTION 5; AND THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE 61.86 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF SAID PREMISES CONVEYED BY DOCUMENT NO. 16607889, 6.71 FEET WESTERLY OF SAID WEST LINE OF THE EAST 279.00 FEET OF FRACTIONAL SECTION 5, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

(A) THE SOUTH 70 RODS (1155.00 FEET) OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN:

ALSO

(B) THE SOUTH 70 RODS (1155.00 FEET) OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THAT PART THEREOF LYING EAST AND SOUTH OF THE WEST AND NORTH LINES OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY DEED RECORDED JULY 29, 1994 AS DOCUMENT NO. 94-667873, SAID WEST AND NORTH LINES DESCRIBED AS

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COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER FOR A POINT OF BEGINNING; THENCE SOUTH  $89^{\circ} 47' 33''$  WEST ALONG THE SOUTH LINE OF SAID SECTION 31 A DISTANCE OF 32.56 FEET; THENCE NORTH  $06^{\circ} 06' 43''$  WEST 297.65 FEET; THENCE NORTH  $00^{\circ} 52' 23''$  EAST 400.65 FEET; THENCE SOUTH  $89^{\circ} 54' 16''$  EAST 58.81 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER), ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 1:

THAT PART OF THE FOLLOWING DESCRIBED TRACT:

THAT PART OF FRACTIONAL SECTIONS 5 AND 6, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 5; THENCE EAST ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 5, 1128.36 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY LINE OF PUBLIC SERVICE COMPANY (NOW COMMONWEALTH EDISON COMPANY) BY DEED DOCUMENT NO. 9693090 RECORDED JUNE 21, 1927; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF PUBLIC SERVICE COMPANY 3725.69 FEET, MORE OR LESS, TO THE CENTER LINE OF SHOE FACTORY ROAD BY DOCUMENT NO. 9202301 RECORDED MARCH 10, 1926; THENCE WESTERLY ALONG SAID CENTER LINE OF SHOE FACTORY ROAD 1079.49 FEET, MORE OR LESS, TO A POINT ON THE CENTER LINE OF SHOE FACTORY ROAD BY DOCUMENT NO. 13018010 RECORDED JANUARY 15, 1943, 75.40 FEET EASTERLY OF THE POINT OF INTERSECTION OF THE EAST LINE OF SECTION 7 IN THE AFORESAID TOWNSHIP AND RANGE AND SAID CENTER LINE OF SHOE FACTORY ROAD AS MEASURED ALONG SAID CENTER LINE OF SHOE FACTORY ROAD; THENCE NORTHERLY ALONG A STRAIGHT LINE 3828.58 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID FRACTIONAL SECTION 6, 33.00 FEET WEST OF THE AFORESAID NORTHWEST CORNER OF FRACTIONAL SECTION 5; AND THENCE EAST ALONG SAID NORTH LINE OF FRACTIONAL SECTION 6, 33.00 FEET TO THE CORNER OF BEGINNING, EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE ILLINOIS STATE TOLL HIGHWAY AS CONVEYED TO OR TAKEN BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION, AS SAID NORTHERLY RIGHT-OF-WAY LINE IS OCCUPIED AND MONUMENTED;

WHICH LIES EAST OF A LINE DRAWN AT AN ANGLE OF SOUTH  $12^{\circ} 30'$  EAST FROM THE NORTHWEST CORNER OF FRACTIONAL SECTION 5.

PIN Numbers . 01-31-302-001  
01-31-402-001  
06-05-200-016  
06-05-100-008  
06-06-200-013

Address : Vacant Land  
Hoffman Estates, IL

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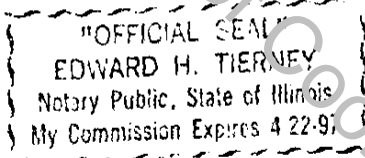
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STATE OF ILLINOIS     )  
                                  )     ss.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that JAMES M. ELSEY, personally known to me to be the MANAGER of Holden Investments, L.L.C., an Illinois limited liability company ("Company"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such MANAGER he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3/31 day of OCTOBER, 1996.



Edward H. Tierney  
Notary Public

My commission expires 4-22-97

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