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[ILLINOIS]

AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES

BY

GREENFIELD LAND COMPANY,
Mortgagor,

TO

AMERICAN NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
Mortgagee

Relating to Premises at:

1322-1336 Belmont Avenue
Chicago, Illinois

Dated as of: October 30, 1996

96865680

. DEPT-01 RECORDING	\$43.00
. T40012 TRAN 3052 11/13/96 10:02:00	
. \$5895 + CG *-96-865680	
. COOK COUNTY RECORDER	

7536493 DI Feb 20 of 2000

Property of Cook County Clerk's Office

This instrument prepared by:

Brian D. Kluever
Schiff Hardin & Waite
7200 Sears Tower
Chicago, Illinois 60606

4300
M

- Property Identification Nos.
- 14-20-330-032
 - 14-20-330-033
 - 14-20-330-034
 - 14-20-330-035
 - 14-20-330-036
 - 14-20-330-037
 - 14-20-330-038
 - 14-20-330-039

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BOX 333-CT1

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11/15/2011

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AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES

This Amended and Restated Assignment of Rents and Leases ("Assignment") is made as of October 30, 1996, by Greenfield Land Company, a Michigan Co-partnership ("Assignor"), to American National Bank and Trust Company of Chicago, a national banking association ("Lender"), and pertains to the real estate described in Exhibit A, which is attached hereto and hereby made a part hereof ("Real Estate").

WITNESSETH:

WHEREAS, Lender has been asked to make a loan to Assignor (the "Loan") evidenced in part by that certain Amended and Restated Term Note dated October 30, 1996 made by Assignor, and payable to the order of Lender (as amended, modified and supplemented from time to time, including any replacements or substitutions thereof, as amended, modified and supplemented from time to time, the "Term Note"), with principal and interest being payable as provided therein and in that certain Amended and Restated Loan and Security Agreement dated as of October 30, 1996 between Assignor and Lender (as amended, modified and supplemented from time to time, the "Loan Agreement");

WHEREAS, Assignor has entered into that certain Amended and Restated Guaranty Agreement dated as of October 30, 1996 in favor of Lender (as amended, modified and supplemented from time to time, the "Guaranty"), pursuant to which Assignor guarantees, among other things, the obligations of Hauppauge Record Manufacturing Ltd., a New York corporation ("HRM"), under that certain Amended and Restated Loan and Security Agreement dated as of October 30, 1996 between HRM and Lender (as amended, modified and supplemented from time to time, the "HRM Loan Agreement") and the notes made by HRM thereunder;

WHEREAS, in addition to this Assignment, there has been executed and delivered to Lender an Amended and Restated Mortgage, Assignment of Rents and Security Agreement (as amended, modified and supplemented from time to time, the "Mortgage") dated as of October 30, 1996 from Assignor to Lender, granting to Lender a first lien on the Real Estate and certain other security described therein (the Term Note, the Loan Agreement, the Guaranty, the Mortgage and all other agreements and documents, now or hereafter executed by Assignor and delivered to Lender together with all agreements and documents referred to therein are sometimes hereinafter referred to collectively as the "Loan Documents"); and

WHEREAS, it is a condition to the making of the Loan by Lender that, among other things, Assignor execute and deliver to Lender this Assignment;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees with Lender as follows:

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I

THE GRANT

1.1 **Assignment.** As further security for the payment and performance of the Liabilities (as defined in the Loan Agreement), the Guaranteed Obligations (as defined in the Guaranty), the Term Note and the other obligations of Assignor under the Loan Documents, Assignor does hereby assign and transfer to Lender all right, title and interest of Assignor in, to and under those certain leases described in Exhibit B attached hereto, and any other lease or any letting, or any agreement therefor, whether written or verbal, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Lender under the powers herein granted and all guarantees, amendments, extensions and renewals of said leases, lettings or other agreements therefor or any of them (such leases, lettings, agreements therefor, guarantees, amendments, extensions and renewals are hereinafter referred to individually as a "Lease" and collectively as the "Leases"), together with all rents, issues, income, deposits, proceeds, profits and avails now due and which may hereafter become due under or by reason of any of the Leases.

1.2 **Power of Attorney.** Assignor does hereby irrevocably appoint Lender as its true and lawful attorney with full power of substitution and with full power, in the name and stead of Assignor (with or without taking possession of the Real Estate) to rent, lease or let all or any portion of the Real Estate to any party or parties at such price and upon such terms as Lender in its sole discretion may determine, and to demand, collect, receive and give complete acquittance for any and all of the rents, issues, income, deposits, proceeds, profits and avails now due, or that may hereafter become due, under any and all of the Leases, and at Lender's discretion to file any claim, to take any other action, to institute any proceeding or to make any settlement of any claim, either in its own name or in the name of Assignor or otherwise, which Lender may deem necessary or desirable in order to collect and enforce the payment of such rents, issues, income, deposits, proceeds, profits or avails, with the same rights and powers and subject to the same immunities, exonerations of liability and rights of recourse and indemnity as Lender would have upon taking possession of the Real Estate pursuant to the provisions set forth below.

1.3 **No Revocation by Assignor.** This Assignment confers upon Lender a power coupled with an interest and this Assignment cannot be revoked by Assignor.

II

GENERAL AGREEMENTS

2.1 **Rents Available.** Assignor represents, warrants and covenants that no rent or installments for real estate taxes or operating expenses have been or will be paid by any Person (as defined in the Loan Agreement) in possession of any portion of the Real Estate in excess of one installment thereof paid in advance and that no payment of rent to become due for any portion of the Real Estate or any other amount under any Lease has been or will be waived, conceded, released, reduced, discounted or otherwise discharged or compromised by Assignor without the prior written consent of Lender. Assignor waives any right of set-off against any Person in possession of any portion of the Real Estate. Assignor agrees that it will not assign any of such rents, issues, income, deposits, proceeds, profits or avails except in favor of Lender.

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2.2 New Leases or Lease Modification. Assignor shall not enter into any new Lease or agree to any modification of the terms, or a voluntary surrender, of any Lease without the prior written consent of Lender.

2.3 Management of Real Estate. At all times while Lender is not in actual possession of the Real Estate, Assignor shall use its best efforts to manage the Real Estate, or to cause the Real Estate to be managed, in accordance with sound business practices.

2.4 Future Assignments and Further Assurances. To further confirm the assignment and transfer made pursuant to this Assignment, Assignor further agrees, from time to time at Lender's request, to execute and deliver any instrument requested by Lender to confirm the assignment and transfer made to Lender of any and all future Leases pertaining to all or any portion of the Real Estate pursuant to this Assignment, such instrument to be in form and substance satisfactory to Lender, and to execute and deliver to Lender, immediately upon demand of Lender, all such further assurances and assignments pertaining to this Assignment as Lender shall from time to time require.

2.5 Authorization to Tenants. Assignor hereby authorizes and directs each tenant named in each of the Leases, or any other future tenant or occupant of the Real Estate, upon receipt from Lender of written notice to do so, to pay over to Lender all rents, issues, income, deposits, proceeds, profits or avails arising or accruing under any of the Leases or from the Real Estate and to continue to do so until otherwise notified by Lender.

III

DEFAULTS AND REMEDIES

3.1 Exercise of Rights. Although it is the intention of Assignor and Lender that this Assignment be a present assignment, it is expressly understood and agreed, notwithstanding anything contained herein to the contrary, that Assignor shall have the right to collect at the time of, but not prior to, the date provided for the payment thereof, all rents, issues, income, deposits, proceeds, profits or avails under the Leases or from the Real Estate and to retain, use and enjoy the same in accordance with the provisions of this Assignment and of the Loan Documents and unless and until a Default (as defined in the Loan Agreement) has occurred, Lender shall not exercise any of the rights and powers conferred upon it herein, but nothing herein contained shall be deemed to affect or impair any rights Lender may have under the Term Note, the Loan Agreement or any of the other Loan Documents, including without limitation any rights to apply any amounts received by Lender against the Liabilities.

3.2 Right of Possession. In any case in which Lender has a right under the provisions of the Mortgage, to institute foreclosure proceedings (whether before or after a declaration that the entire principal amount secured thereby shall be immediately due, before or after institution of legal proceedings to foreclose the lien thereof, or before or after any sale thereunder), Assignor agrees, immediately upon demand of Lender, to surrender to Lender and Lender (personally or by its agents or attorneys) shall be entitled to take actual possession of the Real Estate or any portion thereof, and in any such case Lender in its sole discretion (a) may enter upon and take and maintain possession of all or any portion of the Real Estate, together with all the documents, books, records, papers and accounts of Assignor or the then owner of the Real Estate relating thereto; (b) may exclude Assignor and its employees and agents wholly therefrom; and (c) may, as attorney-in-fact or agent of Assignor or in its own name as Lender and under the powers herein granted, hold, operate, manage and control the Real

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Estate and conduct business thereon either personally or by its agents, with full power to use such measures, legal or equitable, as in its sole discretion may be deemed proper or necessary to enforce the payment of all rents, issues, income, deposits, proceeds, profits and avails of the Real Estate (including, without limitation, actions for the recovery of rent, actions in forcible detainer and actions in distress for rents). Assignor hereby grants to Lender full power and authority to exercise each and every one of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor, and with full power to cancel or terminate any Lease or any sublease or other agreement pertaining to the Real Estate for any cause or on any ground that would entitle Assignor to cancel the same, to elect to disaffirm any Lease or any sublease or other agreement made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper additions, betterments and improvements to the Real Estate that Lender in its sole discretion deems appropriate, to insure (and reinsure) the same for all risks incidental to the possession, operation and management thereof, and to receive all rents, issues, income, deposits, proceeds, profits and avails from the Real Estate.

2.3 Application of Rents. Upon or at any time after any Default under the Loan Agreement has occurred, Lender, in the exercise of the rights and powers conferred upon it herein, without in any way waiving any such Default, shall have full power, but without obligation, either in person or by an agent or a receiver appointed by a court, to use and apply the rents, issues, income, deposits, proceeds, profits and avails of the Real Estate to the payment of or on account of the following, in such order as Lender may in its sole discretion determine:

(a) operating expenses of the Real Estate (including, without limitation, costs of management and leasing thereof, which shall include reasonable compensation to Lender and its agents, if management be delegated thereto, and lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), establishing any claims for damages, and premiums on insurance authorized hereunder or required to be maintained pursuant to the Loan Documents;

(b) taxes, special assessments and water and sewer charges on the Real Estate now due or that may hereafter become due;

(c) the cost of any and all repairs, rebuilding, restoration, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Real Estate (including, without limitation, the cost from time to time incurred to install or replace appliances or other personal property therein, and the cost of placing the Real Estate in such condition as will, in the sole judgment of Lender, make the Real Estate readily rentable or salable);

(d) any principal, interest or other indebtedness due under or secured by any of the Loan Documents or any deficiency that may result from any foreclosure sale pursuant to the Mortgage;

(e) costs, expenses and attorneys' fees incurred in connection with the enforcement of this Assignment or any of Lender's rights under or amounts of principal and interest and other costs and expenses due from Assignor pursuant to the Term Note, the Loan Agreement or the other Loan Documents; and

after satisfying all of the foregoing, the payment and performance of all the Liabilities, Guaranteed Obligations and other obligations of Assignor under all of the Loan Documents in full and the termination

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of all of the Loan Documents, Lender, to the extent permitted by law, shall pay any remaining funds to Assignor or its successors or assigns, as their interests and rights may appear.

3.4 No Obligation by Lender; Indemnity. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases or other agreements pertaining to the Real Estate. Assignor shall and does hereby agree to indemnify and hold Lender harmless from any and all claims, demands, liability, loss, damage and all reasonable costs and expenses that Lender may or might incur, except for Lender's acts of gross negligence or willful misconduct or the breach by Lender of its obligations under the Financing Agreements (as defined in the Loan Agreement), under any Leases or any such agreements or under or by reason of the assignment or transfer thereof and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or conditions contained in the Leases or any such agreements. Should Lender incur any such claims, demands, liability, loss, cost, expense or damage under the Leases or any such agreements, under or by reason of this Assignment, or in the defense of any claims or demands relating thereto, Assignor shall reimburse Lender for the amount thereof (including, without limitation, costs, expenses and reasonable attorneys' fees) immediately upon demand with interest at the Post Maturity Rate (as that term is defined in the Mortgage) from the date of such demand and all such amounts shall, until paid, be and become additional amounts secured hereby and by the Loan Documents.

Notwithstanding any provision to the contrary contained in this Assignment imposing liability on the Assignor, no recourse shall be had against any Partner (as defined in the Loan Agreement) for the payment or performance of the liabilities of the Assignor hereunder, except to the extent of such Partner's interests in the Assignor and the Assignor's property, it being expressly understood that liability for payment or performance of such liabilities is non-recourse to any and all assets of each Partner, save and except as hereinabove provided, and non-recourse as to any Partner individually.

3.5 Limitation of Liability. Nothing contained in this Assignment shall be construed as making or constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Real Estate by Lender pursuant to the provisions hereinafter set forth. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Real Estate upon Lender, nor for the carrying out of any of the terms and conditions of any of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Real Estate by any tenant or other party in possession or for any dangerous or defective condition of the Real Estate or for any negligence in the management, upkeep, repair or control of the Real Estate resulting in loss or injury or death to any tenant, licensee, employee, stranger or any other Person and Assignor hereby agrees for itself and for all other Persons claiming by, through or under Assignor that in the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, except for Lender's acts of gross negligence or willful misconduct or the breach by Lender of its obligations under the Financing Agreements, all such liability being expressly waived and released by Assignor.

3.6 Continued Effectiveness. It is expressly understood that no judgment or decree entered on any debt secured or intended to be secured by any of the other Loan Documents shall operate to abrogate or lessen the effect of this Assignment, but the same shall continue in full force and effect until such time as the termination of all of the Loan Documents and the payment and discharge of any and all indebtedness evidenced or secured by the Loan Documents, in whatever form such indebtedness may be, in full and all bills incurred by virtue of the authority contained herein have been paid in full out of the rents, issues, income, deposits, proceeds, profits and avails of the Real Estate, or until such time

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as this Assignment is voluntarily released. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings with respect to any part of the Real Estate pursuant to the Mortgage, both before and after sale, until (and then only as to the portion of the Real Estate so affected) the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

3.7 Nature of Rights and Remedies. All rights and remedies set forth in this Assignment are cumulative, and Lender may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby; and no such right or remedy set forth in this Assignment shall be deemed exclusive of any of the remedies or rights granted to Lender in the Term Note, the Loan Agreement, the Guaranty, the Mortgage or any of the other Loan Documents. No consent or waiver of any breach or default by Assignor in the performance of any obligations contained herein shall be implied from any omission by Lender to take any action on account of such breach or default or shall be deemed to have occurred unless such consent or waiver is in writing signed by an officer of Lender, and no express written consent or waiver shall affect any breach or default other than the breach or default specified in the express written consent or waiver and then only for the time and to the extent therein stated.

3.8 Additional Security or Release of Security. Lender may take or release other security for the payment of any amounts due under the Loan Documents; may release any Person primarily or secondarily liable therefor; and may apply any other security held by it to the satisfaction of any such indebtedness without prejudice to any of its rights under this Assignment.

IV

MISCELLANEOUS

4.1 Notices. All notices, demands, consents, requests, or other communications that are either required or contemplated in connection with this Assignment shall be in writing, and shall be deemed given to the intended recipient thereof upon the earlier of: (a) actual delivery thereof at the address designated below for such intended recipient; (b) the first business day after deposit with a nationally recognized, reputable commercial courier service, such as Federal Express Company, with all charges prepaid; or (c) the third business day after the deposit thereof at any main or branch United States post office with postage prepaid for delivery thereof via certified or registered mail (return receipt requested) and in any such case addressed as follows:

If to Assignor: Greenfield Land Company
7375 Woodward Avenue
Detroit, Michigan 48202
Attention: William H. Smith

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If to Lender: American National Bank and Trust
Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60690
Attn: Dennis E. Harrison

By notice complying with the foregoing provisions of this section, each of Assignor and Lender may from time to time change the above addresses applicable to them for the purposes hereof, except that any such notice shall not be deemed delivered until actually received.

4.2 Governing Law. The place of negotiation, execution and delivery of this Assignment, the location of the Real Estate, and the place of payment and performance under the Loan Documents being the State of Illinois, this Assignment shall be construed and enforced according to the laws of that State.

4.3 Interpretation. The headings of sections and paragraphs in this Assignment are for convenience of reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof. As used in this Assignment, where the context so requires, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable. In the case of any conflict between the terms of this Assignment and the terms of the Term Note, the Loan Agreement, the Mortgage or the other Loan Documents, the terms contained in the document giving Lender the greatest rights shall prevail.

4.4 Severability. If any term, covenant or provision contained in this Assignment, or the application thereof to any Person or circumstance, shall be determined to be void, invalid, illegal or unenforceable to any extent or shall otherwise operate to invalidate this Assignment or any such Loan Document, in whole or part, then such term, covenant or provision shall be deemed not contained in this Assignment; the remainder of this Assignment shall remain operative and in full force and effect and shall be enforced to the greatest extent permitted by law as if such clause or provision had never been contained herein or therein; and the application of such term, covenant or provision to other Persons or circumstances shall not be affected, impaired or restricted thereby.

4.5 Successors and Assigns. This Assignment and all provisions hereof shall inure to the benefit of Lender and shall be binding upon Assignor, Assignor's successors, assigns and legal representatives, and all other Persons or entities claiming under or through Assignor. The word "Assignor," when used herein, shall include all such Persons and entities and any others liable for the payment of the indebtedness secured by this Assignment or any part thereof, whether or not they have executed the Term Note, the Loan Agreement, the Guaranty or this Assignment. The word "Lender," when used herein, shall include Lender's successors, assigns and legal representatives, including without limitation all other holders, from time to time, of the Term Note. This Assignment shall run with the land constituting the Real Estate.

4.6 Amendment and Restatement. Assignor made that certain Assignment of Rents and Leases dated January 24, 1995 to Lender which was recorded on January 25, 1995 as Document No. 95058287 (the "Original Assignment") and this Assignment is an amendment and restatement in its entirety of the Original Assignment; provided, however, any representations and warranties made by Assignor to Lender shall survive execution and delivery hereof and any existing "Default" (as such term

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is defined in the Original Assignment) not expressly waived by Lender pursuant to the terms of the Original Assignment shall be a "Default" hereunder.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date hereinabove first written.

ASSIGNOR:

GREENFIELD LAND COMPANY,
a Michigan Co-partnership

By:

Title:

[Handwritten Signature]
[Handwritten Title: Managing Partner]

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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on October 30, 1996 by William H. Smith as a general partner of Greenfield Land Company, a Michigan Co-partnership on behalf of the partnership.

GIVEN under my hand and notarial seal this 30th day of October, 1996.

Brian D Kluever

Notary Public

Brian D. Kluever

(Print Name)

My Commission Expires:

OFFICIAL SEAL
BRIAN D KLUEVER
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 18, 2000

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EXHIBIT A

PARCEL 1:

LOTS 21, 22, 23 AND 24 IN BLOCK 6 IN WILLIAM J. GOUDY'S SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO, DANBTON AND LAKE SUPERIOR RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 17, 18, 19, 20 AND 25 IN BLOCK 6 IN WILLIAM J. GOUDY'S SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1332, 1336 Belmont Ave. Chicago, IL

PTNS: 14-20-330-032
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14-20-330-035
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EXHIBIT B

Existing Leases

1. Lease dated January 2, 1987 by and between American National Bank and Trust Company of Chicago as Trustee under a Trust Agreement dated February 13, 1986 and known as Trust No. 66675 ("Lessor") and Allied Film Laboratory, Inc. ("Lessee") for the premises commonly known as 1322 West Belmont Avenue, Chicago, Illinois, as amended, modified and supplemented from time to time.

2. Lease dated November 1, 1986 by and between American National Bank and Trust Company of Chicago as Trustee under a Trust Agreement dated February 13, 1986 and known as Trust No. 66675 ("Lessor") and Allied Film Laboratory, Inc. ("Lessee") for the premises commonly known as 1330, 1332, 1334 and 1336 West Belmont Avenue, Chicago, Illinois, as amended, modified and supplemented from time to time.

3. Lease dated November 1, 1986 by and between American National Bank and Trust Company of Chicago as Trustee under a Trust Agreement dated February 13, 1986 and known as Trust No. 66675 ("Lessor") and Allied Film Laboratory, Inc. ("Lessee") for the premises commonly known as 1316 West Belmont Avenue, Chicago, Illinois, as amended, modified and supplemented from time to time.

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