

145223

RECORD AND RETURN TO:
NORTH SHORE MORTGAGE AND
FINANCIAL SERVICES INC.
676 LINCOLN AVENUE
WENNETKA, ILLINOIS 60093

DEPT-91 RECORDING 237100
140312 TRAN 9304 01/08/96 12:11:00
1992 4 01 * 14 52223
COOK COUNTY RECORDER

Prepared by:
RICHARD MASH
WENNETKA, IL 60093

0926245 (Space Above This Line For Recording Data)
MORTGAGE

THE TERMS OF THIS LOAN
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 19, 1996** The mortgagor is
ARNOLD F. KARR
MRS PATRICIA A. KARR, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
NORTH SHORE MORTGAGE AND FINANCIAL SERVICES, INC.,

which is organized and existing under the Laws of **STATE OF ILLINOIS**, and whose
address is **576 LINCOLN AVENUE**
WENNETKA, ILLINOIS 60093 ("Lender") Borrower owes Lender the principal sum of
ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100

Dollars (U.S. \$ **125,000.00**).
This debt is 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 **MARCH 1, 2003**

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 covenants and agreements under this
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following

(described property located in **COOK** County, Illinois
LOT 15 IN ROY M. SCHOENBROD'S EDENS ACRES BEING A SUBDIVISION OF PART
OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12 EAST OF
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

This instrument does not attempt to show the full
public to be relied on for the full
information here is required to be recorded with
this instrument.

0e-24-21f-022-0000

which has the address of **531 EDENS LANE, NORTHEFIELD**
Illinois **60093** (Zip Code) ("Property Address")

ILLINOIS Single Family FINANCIAL UNIFORM
INSTRUMENT Form 3014 8/80
Amended 5/91
MORTGAGE FORMS - 1992/91-1991
ILLINOIS

BOX 333-CT!

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Handwritten initials and markings at the top left of the page.

Form 2014 0/00

Page 2 of 2

Page 2 of 2

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, demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT contains uniform covenants, or additional use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform set of instrument covering real property.

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

- Payment of Principal and Interest.** Borrower 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.
- 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 and due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attach to the Property, (b) yearly fire and theft insurance premiums, and (c) yearly mortgage insurance premiums, if any; and (d) any other taxes, fees, charges, or assessments payable by Borrower to Lender, in accordance with provisions of Paragraph 8, in full of the payment of mortgage insurance premiums. These items are called "Tax and Insurance Items" and may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally insured mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds with a lesser amount. If any Funds are held in an escrow account, Lender may estimate the amount of Funds due on the basis of current data and responsible estimates of expenses of future taxes or assessments in accordance with applicable law.
- Funds Held in an Escrow Account.** If the Funds are held in an escrow account, Lender shall apply the Funds to pay the (including) Lender, if Lender is not an institution) or if any Federal Home Loan Bank, Lender shall apply the Funds to pay the escrow account, or verify the escrow items, unless Lender pays Borrower interest in the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the loan, unless applicable law provides otherwise. Unless an agreement is made to the contrary, Lender may require interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credit and debit 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 received by the Security Instrument.
- Application of Funds.** Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied, first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charge due under the Note.
- Charges; Taxes.** Borrower shall pay all taxes, assessments, charges, fees and impositions attaching to the Property which may attach to the Property over this Security Instrument, and household 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 lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or enters into an agreement with the holder of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach to the Property, Lender shall promptly advise Borrower.

From payment to full of all sums secured by this Security Instrument. Lender shall promptly refund to Borrower any Funds held by Lender, if, under Paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale thereof, shall apply any Funds held by Lender at the time of acquisition or sale in a credit against the sums secured by the Security Instrument, at Lender's sole discretion.

Priority of Payments. Lender shall make up the deficiency, Borrower shall make up the deficiency in an event that Borrower fails to pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in an event that Borrower fails to pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in an event that Borrower fails to pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in an event that Borrower fails to pay to Lender the amount necessary to make up the deficiency.

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the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods 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 Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 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 Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not deliver 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 Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 2 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as 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 extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forcible action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created 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 information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender 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 sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amount disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender 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, Borrower shall pay the premiums required 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 exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay 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 Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) 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 due 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 attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration 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 or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. 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 address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply 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 Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

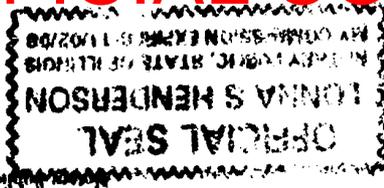
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, 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. Borrower and Lender further covenant and agree as follows:

21. **Acceleration Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17) unless

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Form 922 5/00

Page 1 of 3

Notary Public

My Commission Expires: 11-2-08

I, personally known to me to be the same person(s) whose name(s) is/are Arnold F. Karr and Patricia A. Karr and acknowledged that they (free and voluntary act, for the use and purposes therein set forth) agreed and delivered the said instrument as their (free and voluntary act, for the use and purposes therein set forth) on this day of February, 19th, 19th.

STATE OF ILLINOIS
COOK
Lonna S. Henderson
A Notary Public in and for said county and in and to hereby certify
County of: _____

(Sign)

(Sign)

PATRICIA A. KARR
(Sign)

ARNOLD F. KARR
(Sign)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and any riders (as may be attached) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Balloon Rider
- Graduated Payment Rider
- Contingent Rider
- Planned Unit Development Rider
- Risk Improvement Rider
- Other (Specify): _____
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

26. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the provisions and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument. (Check applicable boxes)

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

22. Release. Upon payment in full of all amounts secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Acceleration. This instrument is subject to the provisions of the Uniform Commercial Code, Article 9, and any amendments thereto, and any future amendments thereto. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph. If the date specified in the notice, or any other date, is not a business day, the date shall be the next business day. Lender, at its option, may require immediate payment in full of all amounts secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall have the right to commence an action to enforce the terms of this Security Instrument and to foreclose on the Property. The notice shall specify: (a) the date of the default; (b) the action required to cure the default; (c) the date by which the notice is given to Borrower, by which the default must be cured; and (d) the date by which the notice is given to Borrower, by which the default must be cured.

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BALLOON RIDER

(CONDITION 1. MODIFICATION AND EXTENSION OF LOAN TERMS)

THIS BALLOON RIDER is made this 19TH day of FEBRUARY 1996 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed of Secure Lien (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to NORTH SHORE MORTGAGE AND FINANCIAL SERVICES, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

531 EDENS LANE, NORTHFIELD, ILLINOIS 60093

(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS

At the Maturity Date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to extend the Note Maturity Date to MARCH 1, 2026 (the "Extended Maturity Date") and modify the Note Rate to the "Modified Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Modification and Extension Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to reissue the Note or to modify the Note, reset the Note Rate or extend the Note Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Modification and Extension Option, certain conditions must be met as of the Note Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Note Maturity Date; (3) there are no liens, defects, or encumbrances against the Property, or other adverse matters affecting title to the Property (except for taxes and special assessments not yet due and payable) arising after the Security Instrument was recorded; (4) the Modified Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

MULTISTATE BALLOON RIDER (MODIFICATION AND EXTENSION) - Single Family - Freddie Mac UNIFORM INSTRUMENT

978 8200

Page 1 of 2

Form 211-2 (10/80) Rev. 12/05/04 OFL 978

NMP MORTGAGE FORMS - (312)293-0100 - (800)621-7111

27K
OK

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(Sign Original Only)

(Seal)

(Seal)

(Seal)

PATRICIA A. KARR

(Seal)

AROLD E. KARR

BY SIGNING BELOW, BORROWER ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS

to the cost of a during the life insurance policy...
The Note Holder will not be at least (a) calendar days in advance of the Note Maturity Date and advise...

5. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OPTION

will be the new amount of my principal and interest payment every month until the note is fully paid.
Provided the Modified Note Rate as calculated in Section 3 above is not greater than 5 percentage points...

4. CALCULATING THE NEW PAYMENT AMOUNT

Corporate information.
If this required rate yield is not available, the Note Holder will determine the Modified Note Rate by using...

3. CALCULATING THE MODIFIED NOTE RATE

The Modified Note Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage
Corporation's required rate yield for 30-year fixed rate mortgages subject to a twelve-month delay...

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RIDER - LEGAL DESCRIPTION

LOT 15 IN ROY N. SCHOENBROD'S EDENS ACRES BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF LOT 4 IN SEUL'S SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILROAD (EXCEPT THEREFROM THE NORTH 256 FEET OF THAT PART LYING EASTERLY OF CENTER LINE OF HARP OR WILLOW ROAD) IN COOK COUNTY, ILLINOIS.

04-24-219-022-0000

Property of Cook County Clerk's Office

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