WHEN RECORDED MAIL TO

97435877

DAMEN NATIONAL BANK 5100 SOUTH DAMEN AVE. CHICAGO, IL. 60609

Loan Number : DR 10377-1

DEPT-01 RECORDING

\$31.00

740012 TRAN 5555 06/18/97 15:04:00

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COOK COUNTY RECORDER

1443475 L
[SPACE ABOVE THIS LINE FOR RECORDING DATA]—
MORTGAGE

1/3 "THIS MORTGACE" (" Security Instrument") is given on June 13, 1997 The mortgager in DAVID MAGALLANES and AURELIA MAGALLANES, HIS WIFE

("Borrower"). This Security Instrument is given to

DAMEN NATIONAL BANK which is organized and existing under the laws of ILLINOIS 5100 SOUTH DAMEN AVE., CHICAGO ILLINOIS 60609

, and whose address is

("Lender"), Borrower owes Lender the principal sum of ONE HUNDRED TEN THOUSAND DOLLARS AND 00/100

110,000.00 ). This debt is evidenced by Borrower's note dated the same date as Dollars (U.S.\$ this Security Instrument ("Nots"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2012 . This Security Instrument secures to Lundor: (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 later st, 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, Iter ower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinola: COOK

LOTS 17 AND 18 IN B.F. JACOB'S SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE RIGHT OF WAY OF THE CHICAGO AND GRAND TRUNK RAILROAD IN COOK COUNTY

19-12-213-042-0000

which has the address of

MAPLEWOOD STREET 4914 S.

Illinois

60632

("Proporty Address");

[Zip Code]

ILLINOIS-Single Pently-Finnie Mae/Freddie Mac UNIFORM INSTRUMENT

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(page tof 6 pages)

BOX 333-CTI

Property of County Clerk's Office

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 select of the estate hereby conveyed and has the right to 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 demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for mational use and non-uniform covenants with limited variations by Jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal

of and interest on the debt evidenced by the Note and any propayment 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 ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lieu on the Property; (b) yearly leasehold payments or ground rents on 1/2 Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 6, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, solvet and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may review 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. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, a pay 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 expenditures of future Recrow items or otherwise in accordance with applicable by a

The Funds shall be held in an institution where deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items. Lender may not charge Horrower for homing and applying the Funds, annually analysing the escrow account, or verifying the Berrow Items, unless Lender pays Borrower interest on 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 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 my Horrower any interest or entrings 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 credits 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 held 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 held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in witting, 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, Londor shall promptly refund to Borrower any Punds held by Lender. If, under paragraph 21, Londor shall acquire or sell the Property, Londor prior to the acquisition or sale of the Property, shall apply any Funds held by Londor at the time of acquisition or sale as a credit against the sums secured by this

Scourity Instrument.

3. Application of Paymonts. Unless applicable law provides otherwise, all payments received by ander 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 into charges due under the note.

4. Clurges; Liens. Borrower shall pay all tuxes, assessments, charges, fines and impositions attributed to the Property which may attain priority over this Security Instrument, and leasthoid 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) contests in good faith the lien by, or defends against enforcement 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 attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the schools 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

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requires. The insurance earrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls 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 Londer and shall include a standard mortgage clause. Londer shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Londer all receipts of paid promiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Londer. Londer

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 answer 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 pry sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lander and Porrower 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 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisitor shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

- 6. Occupancy, Preservation, Mylistenance 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 to Property as Borrower's principal residence for at least one year after the date of occupancy, unless Londer otherwise agrees in writing, which consent shall not be unreasonably withhold, or unless extenuating circumstances exist which are boyond 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 forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's gord faith judgment could result in forfeiture of the Property or otherwise materially impair the lien ereated by this Security Instrument or Londer's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 10, by causing the action of proceeding to be diamissed with a ruling that, in Lender's good faith determination, procludes forfoiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Londer's security interest. Borrower shop also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Londor (or falled to provide Londor with any material information) in connection with the loan evidenced by the Note, including our not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasthold, Borrower shall comply with all the provisions of the lease. If Borrower nequires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the evenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's regulations, the resolution of the Property and Lender's rights in the Property. 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 attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph ", Lender toos set have to do so.

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

- a. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan society 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 obtain coverage substantially equivalent to the mortgage insurance proviously in effect, not a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall 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 lapsect or ceased to be in effect. Lender will accept, use and retain those payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender 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. Condomnation. The proceeds of any award of cinim for damages, direct or consequential, in connection with any Single Family -- Pannic Mac/Freddie Mac UNIFORM INSTRUMENT -- Uniform Covenants 9/90 (page 3 of 6 pages)

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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 Londer.

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 then due, with any excess 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 equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Londer otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value 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 otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

Unless Lander and Borro's 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: To begrance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability 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 time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any domain made by the original Borrower or Borrower's successors in interest. Any forbearance by Lunder 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 Sector. Untility: Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lander and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and severt. 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 paragraph to obligated to pay the sums secured by this Security Instrument; and (c) agrees that Londer and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the Corrower's consent.

13. Loss Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan 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 exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limit, will be refunded to Borrower. Londer may choose to make this refund by reducing the principal owed under the Note or by making a surrel payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment 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 play, mail to 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.

46. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

37. 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 convent, Lender may, at its option, required 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. Borrover's Right to Reinstate. If Borrower mosts 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

Single Family - Famile Mac/Freddle Mac UNIFORM INSTRUMENT - Uniform Covenants 9/90 (page 4 of 6 pages)

Property of Cook County Clerk's Office

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 same 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 devenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, feasonable 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

19. Sales of Notes 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 Stockances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any liazardous Substances on or in the Property. Borrower shall not do, nor allow anyone cise to do, anything affecting the Property that is in violation of any Sevironmental 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 pisoline, kerosene, other flammable or toxic petroleum products, toxic posticides and herbicides, volatile solvents, materials containing asbestes or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal into and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NOM-UNIFORM COVENANTS. Borrower and Lender forther covenant and agree as follows:

21. Acceleration; Remedies, Lender shall give notice to Borrover 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 applicable law provides otherwise). The notice shall specify (a) the default; (b) the actor required to care the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cared; and (d) that failure to care the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Horrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of redefault or any other defense of Borrower to acceleration and foreclosure. If the default is not cared on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without wither demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses because in pursuing the remedies provided in this paragraph 21, including, buy not limited to, attorneys' fees and costs of title evidence

22. Release. Upon payment of all sums secured by this Security Instrument, Londer shall release this Security Instrument

withen charge to Borrower. Borrower shall pay any recordation costs.

garagraph 17.

23. Walve of Homestead. Borrower walves all right of homestead exemption in the Property.

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Security The cove	Riders to this Security Instrument. It instrument, the covenants and agreements of this Security I applicable box(es)	onts o	f each such rider shall be incorporate	d into	and shall amond and supplement
	Adjustable Rate Rider		Condominium Ridor		1-4 Family Rider
<u>.</u>	Canduated Paymont Rider		Planned Unit Development Rider		Biweekly Payment Rider
Ÿ	Balloon Rider		Rate Improvement Rider		Second Home Rider
	Other(a) [apocify]				
	SIGNING BRAOW, Borrower accepts r(n) executed by Perrower and recorded es:			14 l	in this Security Instrument and in  ———————————————————————————————————
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aubsorib	ed to the foregoing instrument, appeare	d bofa	ore me this day in person, and acknow	n dgo	d that they signed
and doll	ivered the said instrument as	t)	heir free and voluntary as	t, for	the uses and purposes therein set
	Olven under my hand and official seal,	thi#	13th ) day of Jun	10	1937
Му Сов	emission expires:	••	Jennot 1	/) <u>/ (</u>	Notary Public
FOCI 5100	trument was propared by  O DEL VALLE (Name)  SOUTH DAMEN AVE. (Address)  AGO, IL. 60609		OFFICIAL SEAL KENNETH D VANE NOTARY PUBLIC, BTATE OF ILL MY COMMISSION EXPIRES:007/	K INOI8	97435877

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