

**MODIFICATION OF  
MORTGAGE NOTE,  
MORTGAGE,  
COLLATERAL  
ASSIGNMENT OF  
LEASE(S) AND RENT(S)  
AND RELATED LOAN  
DOCUMENTS**

Space Above This Line For Recording Data

This Modification of Mortgage Note, Mortgage, Collateral Assignment of Lease(s) and Rent(s) and Related Loan Documents (hereinafter referred to as this "Agreement") is made as of September 1, 1997 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally, but solely as Trustee under Trust Agreement dated July 27, 1988 and known as Trust No. 108094-02 (hereinafter referred to as "Trustee"), MAURO C. DAL CANTO and MARIA FIORA DAL CANTO (hereinafter jointly referred to as "Dal Canto"), (Trustee and Dal Canto are hereinafter collectively referred to as "Obligors") and PIONEER BANK AND TRUST COMPANY n/k/a BANCO POPULAR, ILLINOIS, (hereinafter referred to as "Lender").

**WITNESSETH:**

WHEREAS, Trustee executed and delivered to Lender a Mortgage Note dated September 20, 1993 payable to the order of Lender in the principal amount of One Million Ninety Five Thousand and No/100 Dollars (\$1,095,000.00) (hereinafter referred to as the "Existing Note"); and

WHEREAS, the Existing Note is secured, inter alia, by (i) that certain Mortgage dated September 20, 1993, made by Trustee, as mortgagor, to Lender, as mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 4, 1993 as Document No. 93792464, and encumbering the property legally described on Exhibit A, which is attached hereto and made a part hereof, (ii) that certain Collateral Assignment of Lease(s) and Rent(s) made by Trustee, as assignor, to Lender, as assignee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on

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October 4, 1993, as Document No. 93792465, (iii) that certain Security Agreement made by Trustee as Borrower and Dal Canto as Beneficiaries in favor of Lender dated September 20, 1993, (iv) that certain Assignment of Beneficial Interest For Collateral Security, dated September 20, 1993 made by Dal Canto as assignors, to Lender, as assignee, which was acknowledged by Trustee on September 29, 1993, (hereinafter referred to as the "Assignment of Beneficial Interest"), and (v) that certain Guaranty dated September 20, 1993, executed by Mauro C. Dal Canto and Maria Flora Dal Canto in favor of Lender (hereinafter referred to as the "Existing Guaranty") (the Existing Note, Mortgage, Assignment of Rents, Security Agreement, Assignment of Beneficial Interest, Existing Guaranty and any and all other loan and/or security documents executed in connection therewith are hereinafter referred to as the "Loan Documents"); and

WHEREAS, on or about January 1, 1997 the parties hereto modified the terms of the Existing Note pursuant to the terms of that certain Letter Agreement by and between Lender and Dal Canto; and

WHEREAS, the parties hereto desire to amend the Loan Documents to, among other things, provide for a change in the interest rate, maturity date and amortization schedule applicable to the indebtedness evidenced by the Existing Note;

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Obligors and Lender do hereby agree as follows:

1. **AFFIRMATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **AMENDMENT OF EXISTING NOTE.** The Existing Note is hereby amended as follows:

2.1 All references in the Existing Note to the sum of \$1,095,000.00, whether in words or in Arabic Script, are hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$1,039,870.69

2.2 All references in the Existing Note to Pioneer Bank & Trust Company are hereby deleted and substituted in lieu thereof are corresponding references to Banco Popular, Illinois.

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2.3. The third paragraph of the Existing Note is hereby amended by deleting same in its entirety and inserting in lieu thereof the following:

The Interest Rate hereunder shall be a fixed Interest Rate equal to eight and sixty seven one hundredths (8.67%) per cent.

2.4. The fourth paragraph of the Existing Note is hereby amended by deleting same in its entirety and inserting in lieu thereof the following:

Trust 106094-02 shall pay to the Bank the principal sum of ONE MILLION THIRTY NINE THOUSAND SIX HUNDRED SEVENTY AND 69/100 (\$1,039,670.69) DOLLARS and interest in arrears at the interest rate aforesaid in installments of EIGHT THOUSAND FOUR HUNDRED NINETEEN AND 15/100 DOLLARS (\$8,491.15) (including principal and interest) commencing on the first (1st) day of October, 1997 and on the first (1st) day of each month thereafter thorough and until the Maturity Date (as hereinafter defined).

The final payment of all outstanding and unpaid principal and interest, if not sooner paid, shall be paid on September 1, 2002. All such payments on account of the indebtedness evidenced by this Mortgage Note shall be first applied to interest on the unpaid balance and the remainder to principal.

2.5 The Maturity Date in the Note is hereby amended to change the maturity date from October 1, 1998 to September 1, 2002 (the "Maturity Date")

2.6 All references in the Note to the Disbursement Date and calculations based thereon shall be amended to the date of this Modification.

2.7 Except as specifically set forth to the contrary hereinabove, the Note remains unmodified and in full force and effect.

3. **AMENDMENT OF MORTGAGE.** The Mortgage is hereby amended as follows:

3.1 All references in the Mortgage to the Note shall be deemed to be references to the Note as modified hereby.

3.2 All references in the Mortgage to the sum of \$1,095,000, whether in words or in Arabic Script, are hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$1,039,670.69.

3.3 All references in the Mortgage to Pioneer Bank & Trust Company are hereby deleted and substituted in lieu thereof are corresponding references to Banco Popular, Illinois.

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3.4 Except as specifically set forth to the contrary hereinabove, the Mortgage remains unmodified and in full force and effect.

4. AMENDMENT OF ASSIGNMENT OF RENTS, SECURITY AGREEMENT, FINANCING STATEMENTS, ASSIGNMENT OF BENEFICIAL INTEREST AND GUARANTY OF REPAYMENT. The

Assignment of Rents, Security Agreement, Financing Statements, Assignment of Beneficial Interest, and Guaranty of Repayment are hereby amended as follows:

4.1 All references therein to the Note shall be deemed to be references to the Note as modified hereby.

4.2 All references therein to the Mortgage shall be deemed to be references to the Mortgage as modified hereby.

4.3 All references therein to the Loan Documents shall be deemed to be references to such Loan documents as respectively modified hereby.

4.4 All references in the Loan Documents to the sum of \$1,095,000.00, whether in words or in Arabic Script, are hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$1,039,670.69.

4.5 All references therein, whether in words or in Arabic Script or otherwise, to the date of October 1, 1998 as the date upon which the entire unpaid principal balance is due and owing (the "Maturity Date") are hereby deleted and substituted in lieu thereof are corresponding references to September 1, 2002, as and for the Maturity Date.

4.6 All references therein to Pioneer Bank & Trust Company are hereby deleted and substituted in lieu thereof are corresponding references to Banco Popular, Illinois.

4.7 The Description of the Note in the Guaranty is hereby amended to read as follows:

DATE OF NOTE	SEPTEMBER 20, 1993
INITIAL PRINCIPAL BALANCE	\$1,095,000.00
MODIFIED PRINCIPAL BALANCE	\$1,039,670.69
DATE OF MODIFICATION OF NOTE	SEPTEMBER 1, 1997

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INITIAL INTEREST RATE

SIX AND FIFTY TWO ONE-HUNDREDTHS (6.52%) PER CENT PER ANNUM FOR THE FIRST YEAR OF THE LOAN; TWO AND ONE-HALF (2.5%) PER CENT IN EXCESS OF THE AVERAGE YIELD ON UNITED STATES TREASURY NOTES FIXED FOR THE SECOND YEAR OF THE LOAN; TWO AND ONE HALF (2.5%) PER CENT IN EXCESS OF THE AVERAGE YIELD ON UNITED STATES TREASURY NOTES OR SECURITIES HAVING ONE (1) YEAR MATURITY DATES FIXED FOR THE THIRD YEAR OF THE LOAN; ONE AND ONE-HALF (1.5%) PER CENT IN EXCESS OF THE PRIME RATE OF INTEREST OF THE PAYEE IDENTIFIED BELOW IN EFFECT FROM TIME TO TIME FOR THE TIME PERIOD COMMENCING AT THE BEGINNING OF THE FOURTH YEAR OF THE LOAN AND CONTINUING THROUGH AND UNTIL DECEMBER 31, 1996; NINE AND SEVENTY FIVE ONE HUNDREDTHS (9.75) PER CENT FROM JANUARY 1, 1997 TO SEPTEMBER 30, 1997;

MODIFIED INTEREST RATE

EIGHT AND SIXTY SEVEN ONE HUNDREDTHS (8.67%) FROM OCTOBER 1, 1997 UNTIL THE MATURITY DATE.

THE TERM "PRIME RATE OF INTEREST" AS USED HEREIN SHALL MEAN AT ANY TIME SAID PAYEE'S PRIME RATE OF INTEREST AS ANNOUNCED FROM TIME TO TIME IN EFFECT BY SAID PAYEE AT ITS MAIN OFFICE. THE TERM "PRIME RATE OF INTEREST" DOES NOT MEAN AND IS NOT INTENDED TO MEAN OR TO IMPLY THAT SAID RATE OF INTEREST IS A PREFERRED RATE OF INTEREST OR ONE WHICH IS OFFERED BY SAID PAYEE TO ITS MOST CREDITWORTHY CUSTOMERS.

MATURITY DATE

SEPTEMBER 1, 2002

PAYEE

PIONEER BANK & TRUST COMPANY n/k/a  
BANCO POPULAR, ILLINOIS

5. **REPRESENTATIONS AND WARRANTIES.** Trustee and Dal Canto confirm and remake all representations and warranties set forth in the Loan Documents.

6. **ADDITIONAL PROVISIONS.** This Agreement shall be effective only upon:

(a) Delivery by Obligor to Lender of a satisfactory Date Down Endorsement to the existing Mortgagee's title insurance policy issued by First American Title Insurance Company, insuring the continued validity and priority of the Loan Documents, as herein amended,

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following the recording of this Agreement (subject only to the matters set forth on Schedule B of said policies and approved by Lender), confirming all previous endorsements thereto, if any, adjusting the amount of the insurance to \$1,039,670.69 and extending the effective date of the policies through the date of recording of this Agreement.

(b) Payment by Obligors to Lender, immediately upon the submission of bills and invoices therefor, of all amounts incurred by or on behalf of Lender for attorneys' fees, recording expenses, title insurance fees (including, without limitation, a title search and issuance of the endorsement(s) described in (a) above, and all other costs incurred or to be incurred by or on behalf of Lender by reason of the matters specified herein and the preparation of this Agreement and all other documents necessary and required to effectuate the provisions hereof, including, without limitation, all costs and expenses with respect to compliance by the Obligors with the terms and conditions hereof and Lender's enforcement thereof. The rights and remedies of Lender contained in this Paragraph 6 shall be in addition to, and not in lieu of, the rights and remedies contained in the Loan Documents, as herein amended, and as otherwise provided by law.

(c) The recording of a counterpart of this Agreement in the Office of the Recorder of Deeds of Cook County, Illinois.

(d) Delivery to Lender of the duly executed ratification and confirmation of Guaranty of Repayment.

(e) Payment by Obligors to Lender of a closing fee in the amount of \$7,000.00 and closing costs in the amount of \$2,500.00.

(f) Payment to by Obligors to Lender of the sums specified and set forth on the Settlement Statement executed concurrently with the execution of this Agreement.

7. **EFFECTIVENESS.** This Agreement shall be effective as of the date hereof.

8. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

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9. **CONSTRUCTION.** This Agreement shall not be construed more strictly against Lender merely by virtue of the fact that the same has been prepared by Lender or its counsel, it being recognized that Obligors and Lender have contributed substantially and materially to the preparation of this Agreement.

10. **GENDER.** All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, wherever appropriate in the context, to include the plural and the singular.

11. **ENTIRE AGREEMENT.** Obligors and Lender acknowledge that there are no other agreements or representations, either oral or written, express or implied, that are not embodied in this Agreement and the Loan Documents. This Agreement and the Loan Documents together represent a complete integration of all prior and contemporaneous agreements and understandings of Obligors and Lender.

12. **BENEFIT.** This Agreement shall be binding upon and shall inure to the benefit of Obligors and Lender, and their respective successors, assigns, grantees, heirs, executors, personal representatives and administrators.

13. **RATIFICATION; AUTHORITY.** Except as herein amended, the Loan Documents shall remain in full force and effect, and all of the terms and provisions of the Loan Documents, as herein amended, are hereby ratified and reaffirmed. Obligors represent to Lender that there is no other ownership interest, mortgage lien, trust deed, or other interest, now outstanding against the Mortgaged Property, other than the lien of the Loan Documents; and that the lien of the Mortgage is previously subsisting and, as herein amended, has been, is and shall remain a valid first, prior and paramount lien on the Mortgaged Property, as described on Exhibit A attached hereto, enjoying the same or superior priority with respect to other claims upon the Mortgaged Property as prevailed prior to the execution of this Agreement. Obligors have duly authorized, executed and delivered this Agreement, and acknowledge that the Loan Documents are valid and enforceable in accordance with their terms against

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the Obligors.

14. **DEFAULTS**. The occurrence of any one or more of the following shall constitute a Default under this Agreement.

(a) the untruthfulness of any representation or warranty contained in this Agreement, or the existence of misrepresentation of fact or fraud contained in any document or information heretofore or hereafter submitted or communicated to Lender in support of this Agreement;

(b) the breach or violation of any term, covenant, or condition contained in this Agreement; or

(c) any other default, not timely cured within any applicable cure or grace period, under any of the Loan Documents. Any Default hereunder shall constitute a default or event of default, as applicable, under each of the Loan Documents.

15. **TERMINATION**. Immediately following the occurrence of any Default under this Agreement, Lender may, at its option (a) exercise any or all of its rights and remedies under the Loan Documents and/or (b) pursue any other remedies available to it.

16. **PRIORITY OF MORTGAGES**. The Mortgaged Property shall remain in all respects subject to the lien, charges and encumbrance of the Mortgage, as herein amended, and nothing herein contained and nothing done pursuant hereto, shall affect the liens, charges or encumbrances of the Mortgage, as herein amended, or the priority thereof with respect to other liens, charges, encumbrances or conveyances, or release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Documents, as herein amended.

17. **CONSENT TO AMENDMENT**. Obligors acknowledge that they have thoroughly read and reviewed the terms and provisions of this Agreement and are familiar with same, that the terms and provisions contained herein are clearly understood by them and have been fully and unconditionally consented to by them and they have had full benefit and advice of counsel of their own selection, in regard to understanding the terms, meaning and effect of this Agreement, and that this Agreement has

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been entered into by them, respectively, freely, voluntarily, with full knowledge, and without duress, and that in executing this Agreement, each, respectively, is relying on no other representations, either written or oral, or express or implied, made to them.

18. **RATIFICATION BY GUARANTOR.** By execution of this Agreement, Guarantors hereby consent to the execution and delivery of this Agreement by Trustee to Lender and ratify, confirm and acknowledge that, notwithstanding any amendments to the Note, Mortgage, and any other Loan Documents as set forth herein, the Guaranty remains in full force and effect in accordance with its terms and continues to guarantee the repayment of all obligations of Trustee to Lender, including, without limitation, all obligations of Trustee to Lender under the Mortgage Note.

19. **NO DEFENSES; RELEASE.** As of the date of this Agreement, Obligors acknowledge that they have no defense, offset, or counterclaim to any of their obligations under the Loan Documents. In addition to the foregoing (and to the extent of any such defense, offset or counterclaim), and as additional consideration for the amendment of the Loan Documents by Lender as herein set forth, Obligors hereby release and forever discharge Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations, and organizations in its behalf of and from all damages, losses, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Obligors (or any of them) may now have or claim to have against Lender, as of the date hereof, whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way relating to, concerning, arising out of or founded upon the Loan Documents, as herein amended, including, but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise, as a consequence of the dealings between the parties up to and including the date hereof.

20. **COUNTERPARTS.** It is understood and agreed that this Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts taken together, shall constitute one and the same Agreement, even though all of the parties hereto may not have executed the same counterpart of this Agreement.

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21. DEFINITION OF TERMS. All initial-capitalized terms not expressly defined in this Agreement shall bear the same respective definitions herein as they bear in the Loan Documents, as herein amended.

IN WITNESS WHEREOF, this Instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

This instrument is executed by the undersigned and I trust not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are understood by the Trustee to be made in its capacity as Trustee and not personally, and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

AMERICAN NATIONAL BANK AND TRUST COMPANY, OF CHICAGO, not personally, but as Trustee under Trust Agreement dated July 27, 1988 and known as Trust No. 106094-02

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Mauro C Dal Canto  
MAURO C. DAL CANTO

Fiora Maria Dal Canto  
MARIA FIORA DAL CANTO

PIONEER BANK & TRUST COMPANY FKA BANCO POPULAR, ILLINOIS

By: Mary Johnson  
Title: J.P.

This Document Prepared By  
and Return To:

Banco Popular, Illinois  
4000 W. North Avenue  
Chicago, Illinois 60639

Doc. # 97909962 Page 10 of 15

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## ACKNOWLEDGMENT

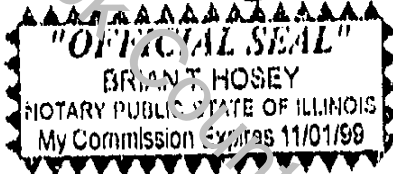
STATE OF ILLINOIS )  
  ) ss.  
COUNTY OF COOK     )

On this 16 day of oct, 1997, before me, a Notary Public in and for said County and State, appeared Gregory S. Kasprzyk to me personally known, who being by me duly sworn, did say that he/she is the VP of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated July 27, 1989 and known as Trust No. 106084-02, and that the foregoing instrument was signed and sealed on behalf of said Trust by authority of said American National Bank and Trust Company of Chicago and that he/she acknowledged the foregoing instrument to be the free act and deed of said Trust.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Brian T. Hosey  
NOTARY PUBLIC

My Commission Expires



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ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

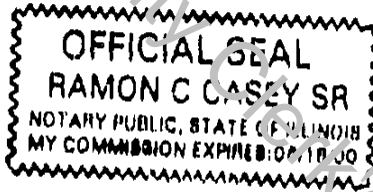
On this 6<sup>th</sup> day of October, 1997 before me, a Notary Public in and for said County and State, appeared MAURO C. DAL CANTO to me personally known, who being by me duly sworn, did say that the foregoing instrument was signed and delivered by him as his own free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Ramon C. Casey Sr.  
NOTARY PUBLIC

My Commission Expires:

6-18-00



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ACKNOWLEDGMENT

STATE OF ILLINOIS      )  
                                    ) ss.  
COUNTY OF COOK        )

On this 11th day of October, 1997, before me, a Notary Public in and for said County and State, appeared MARIA FIORA DAL CANTO to me personally known, who being by me duly sworn, did say that the foregoing Instrument was signed and delivered by her as her own free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, this day and year first above written.

*Ramon C. Casey Sr.*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

6-18-00



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## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

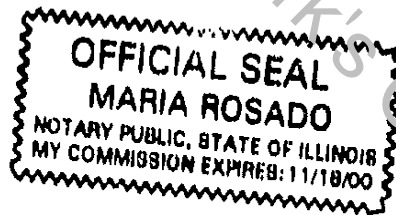
On this 01 day of Oct., 1997, before me, a Notary Public in and for said County and State, appeared Mary Schuance, to me known to be the person who subscribed the name of PIONEER BANK & TRUST COMPANY n/k/a BANCO POPULAR, ILLINOIS, an Illinois state banking association, to the foregoing instrument as its VP who, being by me duly sworn, did state that he/she is the VP of said state banking association and that said instrument was signed and delivered by him/her on behalf of said state banking association by authority of its Board of Directors, and said VP acknowledged to me that he/she executed the same for the uses, purposes, and consideration therein set forth and in the capacity therein stated as the free and voluntary act and deed of said state banking association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Maria Rosado  
NOTARY PUBLIC

My Commission Expires:

11/18/00



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## EXHIBIT A

### MORTGAGED PROPERTY

PARCEL 1: THE SOUTH 1 FOOT OF LOT 1 AND THE NORTH 1 ACRE OF LOT 2 IN THE SUBDIVISION OF LOT 8, BEING IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, OF RUGEN'S SUBDIVISION OF PARTS OF SECTIONS 26, 27 AND 34, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 1.0 ACRE OF THE NORTH 2.0 ACRES OF LOT 2 IN THE SUBDIVISION OF LOT 8 BEING IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, OF RUGEN'S SUBDIVISION OF PARTS OF SECTIONS 26, 27 AND 34, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2000-2010 N. Lehigh Road, Glenview, Illinois

PIN: 04-27-201-034 (PARCEL 1)  
04-27-201-035 (PARCEL 2)

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