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Cook County Recorder 43.00



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SUBORDINATION AGREEMENT

THIS Subordination Agreement (the "Agreement") is dated as of the 1st day of April, 1999 between BUILDERS' EQUITY SOURCE, L.L.C., a Delaware limited liability company whose address is 2 North LaSalle Street, Suite 1725, Chicago, Illinois 60602 ("Subordinated Creditor") and FIRST MIDWEST BANK, NATIONAL ASSOCIATION ("Lender").

R E C I T A L S:

A. Subordinated Creditor has agreed to make a loan to WESTFIELD HOMES OF ILLINOIS VENTURE NO. 1, INC., an Illinois corporation ("Borrower") in the amount of \$1,100,000.00 ("Subordinated Loan") pursuant to the terms of a certain Credit Agreement dated as of APRIL 1, 1999 ("Credit Agreement") in connection with the construction of 66 single-family homes at the subdivision known as Willow Pond, Streamwood, Illinois legally described on Exhibit "A" attached hereto (the "Premises").

Prepared by and when recorded mail to:

Scott M. Lapins
Miller, Shakman, Hamilton,
Kurtzon & Schlifke
208 South LaSalle Street
Suite 1100
Chicago, Illinois 60604

TAX I.D. NO.

See Exhibit "A"

ADDRESS OF PROPERTY:

Vacant Land South of Irving
Park Road, Streamwood, Illinois

7804385 PLQ. D2 A of A

BOX 333-CTI

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B. Lender has agreed to make a loan or loans to Borrower in the aggregate amount of \$8,430,000.00 pursuant to a certain Construction Loan Agreement dated as of April 1, 1999 between Borrower and Lender (the "Loan Agreement"). The loans are evidenced by a certain Land Acquisition and Site Development Promissory Note dated as of April 1, 1999 in the principal amount of \$3,630,000.00, a Revolving Credit Note in the amount of \$2,500,000.00 dated April 1, 1999, and a Letter of Credit Note in the amount of \$2,300,000.00 dated April 1, 1999 (collectively, the "Notes"). The loans described above, including any modifications, amendments and extensions thereto (provided the written consent of Subordinated Creditor is obtained to the extent required pursuant to Paragraph 6 herein), and any and all other loans from Lender to Borrower pursuant to the Loan Agreement shall hereafter collectively be the "Loan".

C. It is a condition precedent to Borrower obtaining the Loan that the Loan be, and remain at all times, prior and superior to the Subordinated Loan, and the security interests granted in the Loan Agreement and in the mortgage and other documents granted by Borrower to Lender to secure the Notes and other obligations of Borrower to Lender shall be, and remain at all times, a lien or charge upon the property securing the Loan prior to and superior to any lien or charge of the Subordinated Loan in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the Lender making the Loan, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subordinated Creditor and Lender agree as follows:

- 1. The recitals to this Agreement are incorporated herein and made a part hereof.
- 2. Lender hereby consents to the Subordination Loan and the recording of a Memorandum of Interest in Real Estate and Proceeds by Borrower.
- 3. Subordinated Creditor hereby agrees that all of the liens, security interest, terms and covenants and conditions of the Subordinated Loan shall at all times be wholly subordinate to the rights of Lender under and pursuant to the Loan and any security now or hereafter given for the Loan.
- 4. Subordinated Creditor hereby agrees that upon the sale of any portion of the Premises, Subordinated Creditor shall promptly issue any release which is necessary to release the Memorandum of Interest in Real Estate and Proceeds or other interest of Subordinated Creditor which may be filed or recorded as provided in the Credit Agreement regardless of whether there are any funds available at the closing to make payments to Subordinated Creditor; provided, however, if, no "Event of Default" then exists under the

Loan Agreement, Notes or other documents securing the Notes (an "Event of Default"), no proceeds of such closing are being paid to any source other than for customary closing costs (including but not limited to broker commissions, title and recording costs, transfer taxes and real estate tax prorations) ("Closing Costs") and the release price required to be paid to Lender under the Loan Agreement (the "Release Price"). Subordinated Creditor agrees to deliver to Lender contemporaneously herewith a release of its right to proceeds covering the entire Premises. When the Premises are subdivided into lots, Subordinated Creditor agrees to deliver to Lender a partial release of its rights to proceeds for each lot whereupon Lender will return to Subordinated Lender the release of Subordinated Lender's right to proceeds covering the entire Premises which it delivered contemporaneously herewith. Lender is authorized to deliver the partial releases to closings of the sale of any portion of the Premises along with the delivery of Lender's payoff letter with respect to such portion of the Premises together with a direction to the title company handling the closing of a sale of a portion of the Premises to pay to Subordinated Creditor the excess proceeds from the sale of any portion of the Premises after payment of customary closing costs and the Release Price (the "Excess Proceeds"). In the event there exists an Event of Default, the Lender shall have the right to direct the title company to pay all Excess Proceeds to Lender which Excess Proceeds shall be applied to the principal balance of the Loan.

5. Notwithstanding anything to the contrary provided in this Agreement, so long as there exists no Event of Default, Lender shall not assert any right to Excess Proceeds on the closing of sale of any portion of the Premises provided Lender has received the Release Price.

6. Lender hereby agrees promptly to provide BES with a copy of any written notice provided to Borrower of any default under the Loan Agreement, Notes or other document evidencing or securing the Loan and BES shall have the same opportunity to cure as Borrower has under the Loan Agreement, Notes or the other documents evidencing or securing the Loan. Lender further agrees that so long as the Subordinated Loan is outstanding, Lender shall allow Subordinated Creditor an additional ten (10) days to cure an Event of Default beyond any cure period provided to Borrower prior to taking any action available to Lender following an Event of Default.

7. Subordinated Creditor hereby agrees to promptly provide Lender with a copy of any written notice provided to Borrower of any default under the documents evidencing or securing the Subordinated Loan.

8. Lender agrees that so long as the Credit Agreement remains in effect, Lender will not, without the prior written consent of BES, amend or modify any provision of: a) the Notes to

increase the principal or interest payable thereunder or shorten the terms thereof; b) the Loan Agreement to increase the release price payable to Lender thereunder; or c) the Notes, Loan Agreement or any other document securing the Notes to amend or add any Event of Default. Lender further agrees that so long as the Subordinated Loan is outstanding assets of Borrower shall not be used as collateral for any other loan from Lender.

9. The Subordinated Creditor hereunder shall not commence any proceeding to liquidate, dissolve or wind up the Borrower, or any execution, sale, receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization, or other similar proceedings relative to the Borrower or the Premises.

10. Subordinated Creditor further agrees not to assign or otherwise transfer to anyone any interest in the Subordinated Loan while any part of the Loan remains unpaid, unless such assignment or transfer is made expressly subject to this Agreement.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including, without limitation, any holder of any Notes or other instruments evidencing or securing the Loan.

12. This Agreement will be governed by and construed and enforced in accordance with, the laws of the State of Illinois. The parties hereby consent to the jurisdiction of any federal or state court within Cook, Lake or DuPage Counties in the State of Illinois and also consent to service of process by any means authorized by those courts or federal law.

13. Each notice, demand or other communication in connection with this Agreement shall be in writing and shall be deemed given to and served upon the parties hereto if given in accordance with the notice provision of the Loan Agreement.

14. EACH PARTY HEREBY WAIVES ANY RIGHT IN ANY PROCEEDING BROUGHT HEREUNDER TO TRIAL BY JURY.

15. This Agreement may be executed in multiple counterparts with the same effect as if all signatories had executed the same instrument.

16. This Agreement shall terminate at such time as the Loan has been fully repaid and all letters of credit issued by Lender shall have been cancelled and all commitments of Lender to make further advances under the Loan shall have terminated.

"SUBORDINATED CREDITOR"

BUILDERS' EQUITY SOURCE, L.L.C., a
Delaware limited liability company

By: *Michael Aug*
Its: *CEO President*

"LENDER"

FIRST MIDWEST BANK, NATIONAL ASSOCIATION

By: *[Signature]*
Its: *LOAN OFFICER*

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The Borrower has executed this Agreement as of the 1st day of April 1999 to consent to the terms hereof and to acknowledge that this Agreement is for the sole benefit of Lender and Subordinated Creditor and that Borrower shall not avail itself or be deemed a beneficiary of any of the provisions contained herein.

"BORROWER"

WESTFIELD HOMES OF ILLINOIS VENTURE
NO. 1, INC., an Illinois
corporation

By: _____
Its: _____

John S. Baker

VICE PRESIDENT

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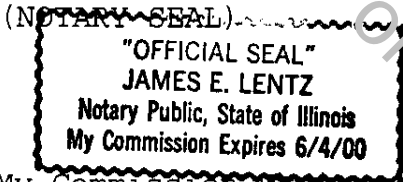
BANK ACKNOWLEDGMENT

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that NICK HOWARD LOAN OFFICER Vice President of FIRST MIDWEST BANK, NATIONAL ASSOCIATION, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such LOAN OFFICER Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of APRIL, 1999.



James E. Lentz
Notary Public

My Commission Expires: 6-4-00

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EXHIBIT "A"

LEGAL DESCRIPTION

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STREET ADDRESS:

CITY:

TAX NUMBER: 06-27-200-022-0000

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COUNTY: COOK

99326411

LEGAL DESCRIPTION:

PARCEL 1:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF SECTION 27, AFORESAID IN THE CENTER OF THE HIGHWAY AT A POINT 114 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 AS MEASURED ON SAID NORTH LINE, THENCE EAST ALONG SAID NORTH LINE 1192 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 660 FEET ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 TO THE CENTER OF THE HIGHWAY; THENCE NORTHWESTERLY ALONG THE CENTER OF THE HIGHWAY TO THE PLACE OF BEGINNING) AND (EXCEPT THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 504.9 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 40 FEET; THENCE EAST PARALLEL WITH SAID SOUTH LINE, 195.2 FEET; THENCE NORTH 17 MINUTES WEST TO THE CENTER OF IRVING PARK ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF IRVING PARK ROAD TO THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE WEST ALONG SAID NORTH LINE TO THE WEST LINE OF SAID NORTHEAST 1/4; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF SAID NORTHEAST 1/4; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID NORTHEAST 1/4 TO THE PLACE OF BEGINNING) AND (EXCEPT THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID NORTHEAST 1/4; THENCE NORTH 0 DEGREES 43 MINUTES 30 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID NORTHEAST 1/4, A DISTANCE OF 287.19 FEET FOR THE PLACE OF BEGINNING THENCE SOUTH 89 DEGREES 16 MINUTES 30 SECONDS WEST, 173.21 FEET; THENCE NORTH 0 DEGREES 43 MINUTES 30 SECONDS WEST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4, A DISTANCE OF 549.12 FEET TO THE CENTER LINE OF STATE ROUTE 19 (IRVING PARK ROAD); THENCE SOUTH 62 DEGREES 42 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 196.20 FEET TO THE EAST LINE OF THE NORTHEAST 1/4; THENCE SOUTH 0 DEGREES 43 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE, 456.96 FEET TO THE PLACE OF BEGINNING) AND (EXCEPT THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SAID SECTION 27; THENCE NORTH 88 DEGREES 52 MINUTES 41 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 504.9 FEET (NORTH 88 DEGREES 53 MINUTES EAST, 504.9 FEET DEED); THENCE NORTH 1 DEGREE 07 MINUTES 19 SECONDS WEST, A DISTANCE OF 40 FEET (NORTH 1 DEGREE 07 MINUTES WEST, 40.0 FEET DEED); THENCE NORTH 88 DEGREES 52 MINUTES 41 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SAID NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 195.2 FEET (NORTH 88 DEGREES 53 MINUTES EAST, 195.2 FEET DEED); THENCE NORTH 0 DEGREES 16 MINUTES 51 SECONDS WEST, A DISTANCE OF 1035.72 FEET (NORTH 0 DEGREES 17 MINUTES WEST DEED); TO A POINT IN THE CENTER LINE OF IRVING PARK ROAD AND THE PLACE OF BEGINNING; THENCE SOUTH 62 DEGREES 40 MINUTES 17 SECONDS EAST ALONG THE CENTER LINE OF SAID IRVING PARK ROAD, A DISTANCE OF 90.28 FEET; THENCE SOUTH 0 DEGREES 16 MINUTES 51 SECONDS EAST, A DISTANCE OF 501.65 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 50 SECONDS WEST, A DISTANCE OF 80.05 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 51 SECONDS WEST, A DISTANCE OF 540.69 FEET TO THE PLACE OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EAST 16 RODS OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27; AND THE EAST 20 RODS OF THE WEST 64 RODS OF THE SOUTH 40 RODS OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 27; AND THE NORTH 1/2 OF LOT 13 OF SECTION 27 BEING A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 27; (EXCEPT FROM ALL OF SAID PREMISES THAT PART FALLING IN THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 27, THENCE NORTH ON EAST LINE OF SAID SOUTHWEST 1/4 667.5 FEET, THENCE WESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 33 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST

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DESCRIBED COURSE, 371.25 FEET, THENCE SOUTHERLY 667.8 FEET TO A POINT IN THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 THAT IS 372.7 FEET WEST OF THE POINT OF BEGINNING, THENCE EASTERLY 372.7 FEET TO THE POINT OF BEGINNING) ALSO THE EAST 9 RODS OF THE WEST 44 RODS OF THE SOUTH 80 RODS OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

PART OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN HANOVER TOWNSHIP, DESCRIBED AS FOLLOWS::

COMMENCING AT CENTER POINT OF SAID SECTION 27; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH EAST 1/4 324.35 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE WEST 20 ACRES OF THE NORTHWEST 1/4 OF SAID SOUTH EAST 1/4 FOR A PLACE OF BEGINNING; THENCE SOUTH 1 DEGREES 5 MINUTES WEST ALONG THE EAST LINE OF SAID WEST 1/2, 651.70 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTH EAST 1/4 667.39 FEET TO THE EAST LINE OF THE WEST 3/4 OF THE NORTHWEST 1/4 OF SAID SOUTH EAST 1/4; THENCE NORTH 1 DEGREES 15 MINUTES EAST ALONG SAID EAST LINE, 651.74 FEET TO THE NORTH LINE OF SAID SOUTH EAST 1/4; THENCE WEST ALONG SAID NORTH LINE, 669.5 FEET TO THE PLACE OF BEGINNING (EXCEPT THAT PART FALLING IN THE WEST 332.65 FEET OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN) AND (EXCEPT THEREFROM THAT PART OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS::

COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 27, THAT IS 332.65 FEET EASTERLY OF THE CENTER OF SAID SECTION 27; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 27, A DISTANCE OF 325.85 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 325.85 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 27, A DISTANCE OF 267.35 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF THE SOUTH EAST 1/4 OF SECTION 27, A DISTANCE OF 325.85 FEET, THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 27, A DISTANCE OF 267.35 FEET TO THE PLACE OF BEGINNING),

ALSO (EXCEPT THAT PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 27 (ALSO BEING THE SOUTHEAST CORNER OF WALNUT HILLS SUBDIVISION UNIT NO. 2), A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SAID SECTION 27, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 27, 1988 AS DOCUMENT 88041748; THENCE NORTH 89 DEGREES 51 MINUTES 39 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 (ALSO BEING THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID WALNUT HILLS UNIT 2), 332.07 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 51 MINUTES 39 SECONDS EAST ALONG SAID NORTH LINE 230 FEET; THENCE SOUTH 1 DEGREES 5 MINUTES 0 SECONDS WEST 195 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 39 SECONDS WEST 230 FEET; THENCE NORTH 1 DEGREE 05 MINUTES 00 SECONDS EAST 195 FEET TO THE POINT OF BEGINNING), IN HANOVER TOWNSHIP, COOK COUNTY, ILLINOIS.

(EXCEPT THEREFROM THE WEST 229.37 FEET AS MEASURED AT THE RIGHT ANGLES THEROF, OF THE SOUTH 130.85 FEET OF THE NORTH 325.85 FEET OF THE WEST 3/4 (EXCEPT THE WEST 332.65 FEET, AS MEASURED ALONG THE NORTH LINE, THEREOF) OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.)

PARCEL 4:

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTH 0 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4, 171.65 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 00 SECONDS WEST, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4, 330.00 FEET TO THE EAST LINE OF THE WEST 3/4 OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID

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SECTION; THENCE NORTH 0 DEGREES, 00 MINUTES, 00 SECONDS WEST, ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4, 171.65 FEET TO THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE NORTH 88 DEGREES 41 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE, 330 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINS: 06-27-200-022-0000
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