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Cook County Recorder 43.50



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## COLLATERAL ASSIGNMENT OF MORTGAGE AND OTHER LOAN DOCUMENTS

THIS COLLATERAL ASSIGNMENT OF MORTGAGE AND OTHER LOAN DOCUMENTS ("Assignment"), is made as of MAY 7, 2002 by MICHAEL GOLDSTEIN (the "Assignor"), with an office located at 1849 GREENBAY ROAD, HIGHLAND PARK, IL. 60035, to and for the benefit of SPALTER FINANCE CO. (the "Assignee"), with an office located at \_\_\_\_\_

### RECITALS:

A. Assignor is presently the owner and holder of the promissory note described in Exhibit A attached hereto (the "Mortgage Note"); and

B. The Mortgage Note is secured by, *inter alia*, that certain mortgage and that certain assignment of rents described in ~~Exhibit A attached hereto~~ collectively, the "Mortgage Documents"; and PARAGRAPH C BELOW, AND

C. The Mortgage Documents were recorded against the real property and improvements thereon (collectively, the "Mortgaged Property") described in Exhibit B attached hereto on MAY 3, 2002 as document numbers S0020510365 AND 002050366 in the real estate records of COOK County, ILLINOIS (the "Recording Office"); and

~~D. The Mortgage Note and Mortgage Documents were sold and assigned to Assignor by \_\_\_\_\_ ("Seller") pursuant to that certain Assignment Agreement dated \_\_\_\_\_ recorded on \_\_\_\_\_ as document number \_\_\_\_\_ in the Recording Office; and~~

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E. Assignee is extending to Assignor a loan in the principal amount of \$ 1,200,000.00 (hereinafter referred to here as "Loan"), evidenced by Assignor's note dated MAY 7, 2002, ~~2000~~ in said principal sum, payable to the order of Assignee with interest as therein described (such note, and all extensions, renewals, modifications and refinancings thereof or thereto, the "Note"); proceeds of the Loan are being used by Assignor to purchase the Mortgage Note and Mortgage Documents.

F. All of the terms and provisions of the Note are incorporated herein by reference.

NOW, THEREFORE, with reference to the above recitals, and in reliance thereon, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. For value received, including, without limitation, Assignee's extension of the Loan to Assignor and disbursement of Loan proceeds to Assignor to enable Assignor to purchase the Mortgage Note and the Mortgage Documents, Assignor does hereby grant a security interest in, collaterally assign, transfer, set over, pledge and deliver unto Assignee and unto its successors and assigns, all of the right, title and interest of Assignor in, to and under the Mortgage Note and the Mortgage Documents, to secure the due and punctual payment and performance of the Note and all other indebtedness owed by Assignor in connection therewith, including late fees, legal fees and all other collection costs (collectively, the "Indebtedness").

TO HAVE AND TO HOLD the Mortgage Loan Documents, together with all rights, titles, interests, privileges and preferences appertaining, incidental or appurtenant thereto, unto Assignee, its successors and assigns, forever; subject, however, to the terms, covenants and conditions hereafter set forth.

2. Warranties, Representations, and Covenants of Assignor. Assignor hereby warrants, represents, and covenants to Assignee as follows:

(a) The terms and provisions of the aforesaid recitals are hereby incorporated into this Collateral Assignment as representations and warranties of Assignor with the same force and effect as though such recitals had been set out in full in this Section 2.

(b) Assignor presently has full unencumbered ownership and title to the the Mortgage Note and Mortgage Loan Documents (which together with all payments and other sums of every kind and description, due and to become due under the Mortgage Note and Mortgage Loan Documents, and all proceeds of the sale, lease or other disposition of the Mortgage Note and Mortgage Loan Documents and the property described therein, including, without limit, all insurance payments and claims for losses thereunder or with respect to such property, shall collectively be called the "Collateral"). Assignor shall hereafter, so long as any portion of the Indebtedness is outstanding, keep the Collateral free of all liens, claims, charges and encumbrances whatsoever, other than the interest granted hereunder given to Assignee to secure the Indebtedness or any part thereof.

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(c) No financing statement (other than a financing statement in favor of Assignee), covering any of the Collateral is or will be on file in any public office; and Assignor agrees to execute, from time to time hereafter on request of Assignee, such financing statements and other documents (and pay the cost of filing or recording the same in all public offices deemed necessary by Assignee) and do such other acts and things, all as Assignee may request to establish and maintain a valid security interest in the Collateral free of all other liens, claims, charges, and encumbrances whatsoever except as aforesaid to secure the payment and performance of the Indebtedness.

(d) So long as any portion of the indebtedness is outstanding, Assignor shall:

(i) refrain from the sale, further encumbrance or other disposition of all or any portion of or interest in the Collateral without the prior written consent of Assignee, which consent Assignee may grant or withhold in its sole discretion; or

(ii) do, execute, acknowledge and deliver all and every further acts, conveyances, assignments, transfers and assurances necessary or proper, in the sole reasonable judgment of Assignee, for the better assuring, conveying, assigning and confirming unto Assignee all property encumbered hereby or property intended so to be; whether now owned by Assignor or hereafter acquired;

(e) Assignor has full power and authority and legal right to enter into and perform this Collateral Assignment; the execution of this Collateral Assignment has been properly approved and authorized by the officer or officers of Assignor; and this Collateral Assignment constitutes the duly authorized, valid and legally binding obligation of Assignor and will be enforceable strictly in accordance with its terms; and

(f) The execution and delivery of this Collateral Assignment does not and will not conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which Assignor is a party or by which it is bound, constitute a default under any of the foregoing, or result in the creation of a lien, claim, charge or encumbrance other than the interests granted to Assignee by this Collateral Assignment;

(g) Assignor will at its own expense defend Assignee's right, title, and security interest in and to the Collateral against the claims of any Person.

(h) Assignor shall at any time, and from time to time, upon the written request of Assignee execute and deliver such further documents and do such further acts and things as Assignee may reasonably request to effect the purposes of this Collateral Assignment.

3. Certain Rights Regarding Collateral and Indebtedness.

(a) Assignee may from time to time, after the occurrence of an Event of Default under the Note and without notice to Assignor, take all or any of the following actions:  
(i) notify the parties obligated on the Mortgage Note to make payment to Assignee of any

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amounts due or to become due thereunder; (ii) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof or compromise or extend or renew for any period any obligations of any nature of any party with respect thereof; and (iii) take control of any proceeds of the Collateral.

(b) Assignor acknowledges that all rights, remedies, powers and privileges granted to Assignee under this Collateral Assignment shall be in addition to those available to Assignee at law or in equity.

4. Remedies Following An Event of Default.

(a) Upon any Event of Default: (i) Assignee may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code as in effect from time to time in Illinois or otherwise available to it under any other applicable law or in equity; (ii) Assignee may, without demand or notice of any kind, appropriate and apply toward the payment of such of the Indebtedness, and in such order or application, as Assignee may from time to time elect, any balances, credits, deposits, accounts or moneys of Assignor held, in any capacity, by, or in transit to, Assignee, and (iii) Assignee may transfer all or any part of the Collateral into the name of Assignee or its nominee, with or without disclosing that such Collateral is subject to the lien and security interest hereunder.

(b) Upon the occurrence of any Event of Default, Assignee may sell the Collateral at public or private sale for cash, upon credit or for future delivery, and at such price or prices as Assignee may deem satisfactory, and Assignee may be the purchaser of the Collateral and it or any purchaser of the Collateral upon any such sale shall thereafter hold the same, absolutely, free from any claim or right of any kind, including any equity or right of redemption of Assignor who hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted. Assignee shall give ten (10) days' written notice of its intention to make any such public or private sale, which notice shall state the time and place fixed for such public sale or the time after which any private sale is to be made. Any sale shall be held at such time or times within the ordinary business hours and at such place or places as Assignee may reasonably fix in the notice of such sale, provided that Assignee shall not be obligated to make any sale pursuant to any such notice. Assignee may, without notice or publication, adjourn any sale or cause the same to be adjourned from time to time by announcement at the time or place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of the Collateral on credit or for future delivery, the Collateral may be retained by Assignee until the selling price is paid by the purchaser thereof, but Assignee shall not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral and, in case of any such failure, the Collateral may again be sold upon like notice. In lieu of exercising the power of sale herein conferred upon it, Assignee may proceed by a suit or suits at law or in equity to enforce the security interest assigned hereby and sell the Collateral. Assignor agrees that Assignee shall have the right to continue to retain the Collateral until such time as Assignee in its sole judgment believes that an advantageous price can be secured for the Collateral and Assignee shall not be liable to Assignor for any loss

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in the value of the Collateral by reason of any delay in the sale thereof, Assignor agrees to immediately pay, and acknowledges its liability for, any deficiency between the outstanding amount of the Indebtedness and the net amount realized by Assignee by sale of the Collateral.

(c) Assignor agrees that, in any sale of any of the Collateral, Assignee is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable law (including, without limitation, compliance with such procedures as may restrict the number or prospective bidders and purchasers, require that such prospective bidders and purchasers have certain qualifications, and restrict such prospective bidders and purchasers to persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of such Collateral), or in order to obtain any required approval of the sale or of the purchaser by any governmental regulatory authority or official. Assignor further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall Assignee be liable nor accountable to Assignor for any discount allowed by the reason of the fact that such Collateral is sold in compliance with any such limitation or restriction.

(d) In executing this Collateral Assignment, Assignor hereby constitutes and appoints Assignee or any officer thereof, with full power of substitution, its true and lawful attorney-in-fact, in its name, place and stead to make, execute, sign, acknowledge, swear to, record or file, on behalf of Assignor, all documents required to reflect the foreclosure sale of the Collateral. The foregoing grant of authority is a power of attorney coupled with an interest and is irrevocable. Said power of attorney shall be exercised by Assignee only after the occurrence of an Event of Default

(e) Assignor agrees to pay to Assignee, on demand, all costs expended by Assignee following an Event of Default for collection of any payments due under this Collateral Assignment and all costs, including reasonable attorneys' fees and expenses incurred by Assignee in connection with a suit at law or equity to enforce any obligation of Assignor hereunder or to foreclose the security interest or lien assigned hereby and sell the Collateral, whether or not such suit shall ever have been filed or have proceeded to judgment, together with interest thereon at the Default Rate, as defined in the Note, and such costs shall be deemed to be part of the Indebtedness and secured by the Collateral. The foregoing costs, fees and expenses shall be in addition to those now or hereafter payable by Assignor under the terms of the Note. In addition, Assignor shall pay for all costs incurred by Assignee to prepare and record this Collateral Assignment, including, without limitation, reasonable legal fees, recording costs, applicable recordation taxes, courier costs, and fees charged by third parties to record this Collateral Assignment.

(f) No delay on the part of Assignee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Assignee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action of Assignee permitted hereunder shall impair or affect the rights of Assignee in and to the Collateral.

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5. Authority of Assignee. Assignee shall have and be entitled to exercise all such powers hereunder as are specifically delegated to Assignee by the terms hereof, together with such powers as are incidental thereto. Assignee may execute any of its duties hereunder by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its duties hereunder. Neither Assignee, nor any director, officer or employee of Assignee, shall be liable for any action taken or omitted to be taken by it or them hereunder or in connection therewith, except for its own gross negligence or willful misconduct. Assignor hereby agrees to reimburse Assignee, on demand, for all expenses incurred by Assignee in connection with the administration and enforcement of this Collateral Assignment (including expenses incurred by any agent or sub-agent employed by Assignee, and the reasonable fees and expenses of any attorneys employed by Assignee, its successors and assigns, or by any such agent or sub-agent or any of them) and agrees to indemnify, defend and hold harmless Assignee, its successors and assigns and any such agent or sub-agent from and against any and all liability, losses, claims, costs, damages, penalties, fines, judgments and expenses of every nature (including reasonable attorneys' fees) incurred by Assignee (or its successors and assigns or such agent or sub-agent) hereunder or in connection herewith, unless such liability, costs, expenses, damages, penalties, fines or judgments shall be due to willful misconduct or gross negligence on the part of Assignee or such successor, assign, agent or sub-agent.

6. Release and Termination. This Collateral Assignment shall terminate when all the Indebtedness and all obligations of Assignor hereunder and under the Note has been fully paid and performed. Any such reassignment shall be without recourse upon or warranty by Assignee and shall be made at the expense of Assignor.

7. Notices. All notices and other communications provided for hereunder shall be given in writing and shall be addressed to the party intended to receive the same at its address set forth below (or to such other and different address as Assignor or Assignee may designate pursuant to a written notice sent in accordance with the provisions hereof), and will be deemed given or furnished (i) when delivered at such address to such party (or to an officer of such party) or (ii) when received if deposited in the United States mail as first-class registered or certified mail, return receipt requested, postage prepaid, or (iii) when received if deposited at the office of a nationally-recognized overnight delivery service; or (iv) when received if sent by facsimile transmission and receipt confirmed.

(a) If to Assignor:

MICHAEL GOLDSTEIN  
1849 GREENBAY ROAD  
HIGHLAND PARK, IL. 60035

(b) If to Assignee:

SPALTER FINANCE CO.  
8707 SKOKIE BLVD.  
SKOKIE, ILLINOIS 60077

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Except as otherwise specifically required herein, notice of the exercise of any right, option or power granted to Assignee by this Collateral Assignment is not required to be given.

10. Binding Agreements; Assignment. This Collateral Assignment and all provisions hereof shall be binding upon Assignor, its successors, assigns, executors, administrators and legal representatives and all other persons or entities claiming under or through Assignor, and the word "Assignor" when used herein, shall include all such persons and entities; provided, however, Assignor shall not be permitted to assign this Collateral Assignment or any interest herein or in the Collateral, or any part thereof, or otherwise pledge, encumber or grant any option with respect to the Collateral or any part thereof, or any interest therein, or any cash or property held by Assignee as Collateral under this Collateral Assignment. The word "Assignee," when used herein, shall include Assignee's successors, assigns, and legal representatives, including all other holders, from time to time, of the Indebtedness.

8. No Liability on Assignee.

(a) Anything herein contained to the contrary notwithstanding, (i) Assignor shall remain liable under any instrument which is a part of the Collateral to perform all of its obligations thereunder, and (ii) Assignee shall have no obligation or liability under the Collateral by reason of or arising out of this Collateral Assignment, nor shall Assignee be required or obligated in any manner to perform or fulfill any of the obligations of Assignor under or pursuant to the Collateral, or to make any payment, to make any inquiry as to the nature or sufficiency of any payment received by it, to present or file any claim, or to take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times. The Collateral is assigned and transferred to Assignee by way of collateral security only and accordingly, Assignee by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or Indebtedness of Assignor to the creditors or beneficiaries of Assignor, whether provided for by the terms of any agreements, arising by operation of law or otherwise, Assignor hereby acknowledging and agreeing that, with respect to all such liability, Assignor is and remains liable to the same extent as though this Collateral Assignment had not been made

(b) Assignor hereby agrees to indemnify, defend and hold Assignee harmless from and against any and all losses, indebtedness, damages, injuries, costs, expenses (including reasonable attorneys', reasonable consultants' and reasonable contractors' fees and expenses) fines, penalties, judgments and claims whatsoever paid, incurred, or suffered by or asserted against Assignee as a direct or indirect result of any of the following or the investigation of any of the following: (i) the presence of any Hazardous Materials (as hereinafter defined) on or under, or the escape, seepage, leakage, spillage, discharge, emission, or release of any Hazardous Materials at, on, under or from the Mortgaged Property or any part thereof; (ii) any liens against the Mortgaged Property permitted or imposed by any Environmental Law (as hereinafter defined), or any actual or asserted liability or obligations of Assignor or any of its affiliates or subsidiaries under any Environmental Law; (iii) any actual or asserted liability or obligations of Assignee or any of its affiliates or subsidiaries under any Environmental Law relating to the Mortgaged Property; or (iv) any breach of any of the

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representations, warranties and covenants with respect to Hazardous Materials contained in the Mortgage or any of the other Acquired Loan Portfolio Documents. For purposes of this paragraph: (i) the term "Hazardous Materials" means any substance, material, waste, gas, particulate matter or tank which is regulated or in the future becomes regulated by any federal, state, or local governmental authority, and (ii) the term "Environmental Laws" means all federal, state and local environmental, health or safety laws, statutes, ordinances, codes, rules, regulations, orders, decrees and the common law. Losses, indebtedness, damages, injuries, costs, expenses (including reasonable attorneys', reasonable consultants' and reasonable contractors' fees and expenses) fines, penalties, judgments, and claims for which Assignee is indemnified hereunder shall be reimbursable to Assignee as incurred without any requirement of waiting for the ultimate claim or other proceeding to commence or be completed, and Assignor shall pay same to Assignee within thirty (30) days after notice from Assignee itemizing the amounts incurred to the date of such notice, together with interest payable at the default rate set forth in the Note from the date such expenses were incurred by Assignee until paid by Assignor. The indemnities and obligations provided for in this Collateral Assignment shall be continuing and shall survive the payment of the Indebtedness and the performance, satisfaction and discharge of the other obligations of Assignor hereunder and under the Note. Failure by Assignee or any of its successors or assigns to exercise any right which it may exercise hereunder shall not be deemed a waiver of its rights of exercise thereafter.

9. Rights and Remedies. All rights and remedies set forth in this Collateral Assignment are cumulative, and Assignee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby. Unless as expressly provided in this Collateral Assignment to the contrary, no consent or waiver, express or implied, by any interested party referred to herein, to or of any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein shall be deemed a consent to or waiver of the performance by such party of any other obligations hereunder or the performance by any other interested party referred to herein of the same, or of any other obligations hereunder.

10. Governing Law; Interpretation. This Collateral Assignment shall be governed by the laws of the State of Illinois. Wherever possible each provision of this Collateral Assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Collateral Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Collateral Assignment. Time is of the essence of this Collateral Assignment.

11. Miscellaneous.

(a) Neither this Collateral Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated orally nor may any of the Collateral be released, except by an instrument in writing duly signed by or on behalf of Assignee hereunder. The Section headings used herein are for convenience of reference only and shall not define or



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limit the provisions of this Collateral Assignment. As used in this Collateral Assignment, the singular shall include the plural and the plural shall include the singular, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

(b) ASSIGNOR IRREVOCABLY AGREES, SUBJECT TO ASSIGNEE'S SOLE AND ABSOLUTE ELECTION, THAT EXCEPT AS PROVIDED BELOW, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER, OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS COLLATERAL ASSIGNMENT OR THE NOTE, SHALL BE LITIGATED IN STATE OR FEDERAL COURTS HAVING SITUS WITHIN COOK COUNTY, ILLINOIS. ASSIGNOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE.

ASSIGNOR AGREES THAT THE ASSIGNEE SHALL HAVE THE RIGHT TO PROCEED AGAINST ASSIGNOR OR ITS PROPERTY IN A COURT IN ANY LOCATION NECESSARY TO ENABLE THE ASSIGNEE TO OBTAIN A JUDGMENT AGAINST THE ASSIGNOR OR TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE INDEBTEDNESS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE ASSIGNEE. ASSIGNOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE ASSIGNEE HAS COMMENCED A PROCEEDING DESCRIBED IN THIS PARAGRAPH.

(c) ASSIGNOR WAIVES TRIAL BY JURY AND WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IT IS DEEMED APPROPRIATE BY THE COURT.

IN WITNESS WHEREOF, the parties hereto have caused this Collateral Assignment to be duly executed as of the date first above written.

ASSIGNOR:

*Michael Goldstein*  
By: \_\_\_\_\_

MICHAEL GOLDSTEIN

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

ASSIGNEE:

SPALTER FINANCE CO.

*Robert D. Gordon, VP*  
By: \_\_\_\_\_

ROBERT D. GORDON

Title: VICE-PRESIDENT

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## ACKNOWLEDGEMENT OF SIGNATURES

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

SS

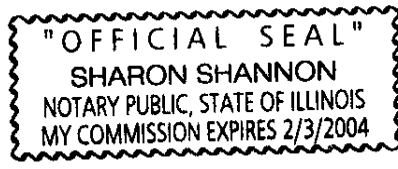
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I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that ROBERT D. GORDON, the VICE-PRESIDENT of SPALTER FINANCE CO., an Illinois CORPORATION, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said CORPORATION, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7TH day of MAY, 2002

Sharon Shannon  
Notary Public

My Commission Expires: 2/3/04



STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that MICHAEL GOLDSTEIN, the of \_\_\_\_\_, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7TH day of MAY, 2002

Sharon Shannon  
Notary Public

My Commission Expires: \_\_\_\_\_



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STREET ADDRESS 4824 S. VINCENNES  
CITY: CHICAGO COUNTY: COOK  
TAX NUMBER:

0020549033

LEGAL DESCRIPTION:

LOT 8 (EXCEPT THE NORTH 60 FEET AND EXCEPT THE SOUTH 25 FEET THEREOF) IN BLOCK 1  
IN SNOW AND DICKINSON'S SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE  
NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF VINCENNES AVENUE, IN COOK  
COUNTY, ILLINOIS.

PIN: 20-10-207-032-0000

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**Parcel 1:**

Lot 1,2,3,4,5,6 and 7 in Block 1 in William E. Hatterman's Milwaukee Avenue Subdivision in Brand's Subdivision of the Northeast 1/4 of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 2:**

Lots 7 and 8 in the subdivision part of Lots 1 and 2 of John B. Dawson's Subdivision of Lot 9 of Davlin, Kelly and Carroll's Subdivision of the Northwest 1/4 of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded of said subdivision of part of Lots 1 and 2 recorded June 4, 1909 as Document Number 4386630, all in Cook County, Illinois.

**Parcel 3:**

Lot 47 in Block 1 in William E. Hatterman's Milwaukee Avenue Subdivision of Lots 15 and 16 in Brand's Subdivision of the Northeast 1/4 of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

**Permanent Index Numbers:**

13-26-222-001 (Parcel 1)

Volume: 354

13-26-122-061 (Parcel 2)

13-26-222-011 (Parcel 3)

Commonly known as: 2934-54 N. Milwaukee Avenue, 2913-37 N. Central Park, 2904-08, N. Central Park, 2909 N. Central Park

Cook County Clerk's Office