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Execution Draft: 12/22/93

#### ASSIGNMENT OF RENTS AND LEASES

DEPT-01 RECORDING Dated as of December 30, 1993;0011 TRAN 9020 12/30/93 13:26:00 40780 \$ \*一口ゴーロフ8443

KNOW ALL MEN BY THESE PRESENTS THAND'S COUNTY RECORDER

Courtway Commons Limited Partnership, an Illinois limited partnership (the "Partnership"), whose office is located at 5100 West Harrison Street, Chicago, Illinois 60644, and American National Pank and Trust Company of Chicago, not personally but solely as trustee under that certain trust agreement dated April 21, 1992 and known as trust number 115420-08 (the "Trustee") (the Partnership and the Trustee are hereinafter collectively referred to as the "Assignor") in consideration of One Dollar paid by the City of Chicago, Illinois (the "Assignee"), whose office is located at 121 North LaSalle Street, Chicago, Illinois 60602, hereby convey, transfer and assign unto the Assignee, its successors and assigns, all the rights, interest and privileges, which the Assignor, its successors and assigns, as lessor, has and may have in the leases now existing (as more particularly described on Exhibit A attached hereto and hereby made a part hereof) or hereafter made and affecting the real property described below or any part thereof, as said leases may have been or may from time to time be hereafter, modified, extended and renewed, with all rents, income, Usues and profits due and becoming due therefrom. The Assignor will, on request of the Assignee, execute assignments of any future leases affecting any part of the Premises (as defined in the hereinafter defined Mortgage).

This Assignment of Rents and Leases (this "Assignment") is made as additional security for the obligations of the Assignor under a certain Housing Loan Agreement dated of even date herewith (hereinafter, as the same may be amended) supplemented and restated from time to time called the "Loan Agreement") between the Assignor and the Assignee and for the obligations of the Assignor under its promissory note (herein such note together with any and all amendments or supplements thereto extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof, shall be called the "Note") in the principal amount of Six Million Five Hundred Four Thousand Six Hundred Twenty-Eight and 00/100 Dollars (\$6,504,628.00), dated of even date herewith and payable to the Assignee. The obligations of the Assignor under the Loan Agreement and the Note are secured by, among other things, a certain Junior Mortgage and Security Agreement dated of even date herewith (hereinafter, as the same may be amended, supplemented and restated from time to time called the "Mortgage") from the Assignor to the Assignee, which Mortgage constitutes a lien on and otherwise relates to certain interests of the Assignor in certain real estate situated in the City of Chicago, Cook County, Illinois, described in Exhibit B attached hereto and hereby made a part hereof, and the acceptance of this Assignment and the

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collection of rents or the payments under the leases hereby assigned shall not constitute a waiver of any rights of the Assignee under the terms of the Mortgage. It is expressly understood and agreed by the parties hereto that before an event of default (which is not cured within any applicable notice and/or cure periods) occurs hereunder, or under the terms of the Loan Agreement, the Mortgage or any of the other Loan Documents (as defined in the Loan Agreement) (an "Event of Default"), the Assignor shall have the right to collect said rents, income, issues and profits from the aforementioned leases and to retain, use and enjoy the same; provided, however, that even before an Event of Default occurs, no rent more than one month in advance (other than reasonable security deposits) shall be collected or accepted without the prior written consent of the Assignee. Anything to the contrary notwithstanding, after the occurrence of an Event of Default, the Assignor hereby assigns to the Assignee any award made hereafter to the Assignor in any court procedure involving any of the lessees in any bankruptcy, insolvency or reorganization proceedings in any state or federal court, and any and all payments made by lessees in lieu of rent. Upon the occurrence of an Event of Default, the Assignor hereby appoints the Assignee as its irravocable attorney in fact to appear in any action and/or to collect any such award or payment; subject to the condition, however, that if after the occurrence of an Event of Default, said Event of Default shall be cured or waived, the appointment of the Assignee as actorney in fact for the Assignor shall terminate.

The Assignor, if an Event of Default has occurred and is continuing, hereby authorizes the Assignee, at its option, to enter and take possession of the Premises and to manage and operate the same, to collect all or any renth accruing therefrom and from said leases, to let or relet the Premises or any part thereof, to cancel and modify leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in its own name or the Assignor's name, make repairs as the Assignee deems appropriate, and perform such other acts, in its own name or the Assignor's name, in connection with the management and operation of the Premises as the Assignee, in its discretion, may deem proper. The Assignor, in such case, shall cooperate with the Assignee in all other respects to effectuate the terms and conditions hereof.

The receipt by the Assignee of any rents, income, issues or profits pursuant to this Assignment after the institution of foreclosure proceedings under the Mortgage shall not cure such default nor affect such proceedings or any sale pursuant thereto. Upon foreclosure of the Mortgage (for which this Assignment serves as additional security), it is understood by the Assignor and the Assignee that the Assignee's rights under this Assignment continue through the period of foreclosure.

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The Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by the Assignor under any of the said leases, and the Assignor hereby agrees to indemnify the Assignee for, and to defend and save it harmless from, any and all liability arising from any of said leases or from this Assignment, other than that arising out of the Assignee's gross negligence or willful misconduct following the Assignee's acquisition of title to or control of the Premises, unless such act is taken in response to any negligent act or omission or willful misconduct of the Assignor, and this Assignment shall not place responsibility for the control, care, management or repair of the Premises upon the Assignee, or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

The Assignor covenants and represents that (i) the Assignor has full right and title to assign all leases assigned hereunder and the rents, income, issues and profits due or to become due thereunder; (ii) the terms of said leases have not been changed from the terms in the copy of said leases submitted to the Assignee for approval; (111) no other assignment of any interest therein has been made other than to the Senior Lender (as defined in the Loan Agreement); (iv) there are no existing defaults under the provisions of said leases; (v) all rents due under any of said leases on or before the date hereof have been paid in full to the Assignor; (vi) other than reasonable security deposits, no rents under any of said leases have heretofore been collected more than one month in advance; (vii) the Assignor has not granted any concession to any lessee under any of said leases other than as appears in the terms thereof (viii) the Assignor will comply with all of the material terms of all of said leases; (ix) the Assignor will promptly give the Assignes a copy of any notice received by the Assignor concerning any material default by the Assignor under any of said leases; and (x) the Assignor will not hereafter cancel, surrender or terminate any of said leases, or exercise any option which might lead to such termination or change, or alter or modify any of said leases or consent to the release of any party liable thereunder or to the assignment of any lessee's interest in the lease to which such lessee is a party, other than in the ordinary course of business of the Assignor.

The Assignor hereby authorizes the Assignee, if an Event of Default has occurred and is continuing, to give notice in writing of this Assignment at any time to any tenant under any of said leases.

The full performance of the Loan Agreement and the Mortgage and the duly recorded release or reconveyance of the Premises and security interests described therein shall render this Assignment

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void, and upon the request of the Assignor, the Assignee shall execute and deliver to the Assignor a recordable release of this Assignment.

The net proceeds collected by the Assignee under the terms of this Assignment shall be applied, at the option of the Assignee, to pay all costs and expenses in connection with the management and operation of the Premises, and/or to pay all or any portion of the entire indebtedness from time to time outstanding and secured by the Loan Agreement and the Mortgage. The Assignee shall not be accountable for any monies other than said net proceeds actually received by the Assignee under the terms of this Assignment, nor shall the Assignee be liable for any failure to collect rents or other payments due from lessees under the lesses assigned hereunder.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the real estate described herein and any assignee of the Mortgage.

This Assignment is subject and subordinate in each and every respect to any and all rights of any kind created by that certain Senior Mortgage (as defined in the Loan Agreement) from the Assignor to Community Investment Corporation, an Illinois notfor-profit corporation, (the "Senior Lender") and recorded prior to the recording of this Assignment in the Office of the Cook County Recorder of Deeds, securing a note of even date therewith in the amount of Three Million Two Handred Twenty-Five Thousand and 00/100 Dollars (\$3,225,000.00).

So long as the Senior Mortgage is in fiect, in the event of any conflict between the provisions of this Assignment and the Senior Mortgage, the provisions of the Senior Mortgage shall prevail. Any waiver or forbearance by the Senior Lender under the Senior Loan Documents shall not impair the priority of its lien under the Senior Loan Documents.

This Assignment shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

If any provision of this Assignment, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Assignment shall be construed as if such invalid part were never included herein and this Assignment shall be and remain valid and enforceable to the fullest extent permitted by law.

All capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Loan Agreement.

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Subject to the terms contained in the next three succeeding paragraphs and notwithstanding any provision herein to the contrary, the indebtedness evidenced by the Note shall be non-recourse and in the event of default hereunder, Assignee's sole source of satisfaction of repayment of the amounts due to Assignee hereunder or under any of the Loan Documents shall be limited to Assignee's rights with respect to the collateral pledyed and assigned under the Mortgage, this Assignment, the Assignment of Contracts or any of the other Loan Documents (as such term is defined in the Loan Agreement).

Notwithstanding the immediately preceding paragraph, nothing herein or in any of the Loan Documents shall limit the rights of Assignee, following any of the events hereinafter described, to take any action as may be necessary or desirable to pursue Assignor and/or General Partner (as such term is defined in the Loan Agreement) for any and all losses, costs or damages incurred by Assignee arising from: (i) a material misrepresentation, fraud made in writing or misappropriation of funds by Assignor and/or General Partner; (ii) intentional or material waste to the Premises; (iii) use or proceeds of the Loan for costs other than Eligible Costs; (iv) the occurrence of a Prohibited Transfer (as defined in the Mortgage) without Assignee's prior written consent to the extent such Prohibited Transfer results from the intentional, willful, and/or voluntary acts or omissions of Assignor and/or General Partner (V) any breach of Assignor's representations, warranties or covenants regarding Hazardous Materials or Environmental Laws (as such terms are defined in the Loan Agreement) contained herein or in any of the other Loan Documents (including, without limitation) the Environmental Agreement); (vi) the occurrence of any uninsured casualty to the Premises or other collateral or security provided under any of the Loan Documents for which there has been a failure to maintain insurance coverage as required by the terms and provisions of the Loan Documents; (vii) the misappropriation or misapplication of insurance proceeds or condemnation awards relating to the Premises or other collateral or security provided under any of the Loan Documents; (viii) violation of the anti-apartheid provisions of Section 26 of the Loan Agreement; or (ix) any inaccuracy in the statements of Linda Brace, as Affiant, made in that certain Affidavit dated concurrently herewith and delivered to Assignee as of the date hereof.

Notwithstanding the second preceding paragraph, nothing herein or in any of the Loan Documents shall limit the right of Assignee to assert liability against Assignor and/or General Partner for the repayment of the Loan in the amount described in Section 3.07(d) of the Loan Agreement, in the event of a breach by Assignee of the requirements set forth in Sections 2.5, 2.6, 2.7 or 2.11 of the Regulatory Agreement as modified by Section 2.8 of the Regulatory Agreement, but only to the extent that such breach results in a demand by HUD on Assignee for repayment of the Loan in whole or in part, and only to the extent that as a result of such demand, Assignee is legally obligated to make such

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payment to HUD. Such payment may be made either by a direct payment from Assignee to HUD or by a deduction by HUD from other monies allocated or to be allocated to Assignee by HUD. If Assignee so chooses, Assignee shall pursue a diligent contest of any such demand by HUD through the administrative procedures outlined in 24 C.F.R. Section 92.552, as amended, supplemented and restated from time to time, but shall not be required to pursue the matter any further than reasonably prudent, as determined by Assignee. Assignor agrees to pay, as a recourse obligation of Assignor, all attorneys', experts' and consulting fees and disbursements and expenses incurred in connection with any such contest.

Assignee waives any and all right to seek or demand any personal difficiency judgment against Assignor, in conjunction with a forcelosure proceeding, under or by reason of any of the non-recourse monetary obligations of Assignor; provided, however, that the foregoing shall not limit or affect Assignee's right to sue or otherwise seek recourse against Assignor and/or General Partner in any sererate action or proceeding for all losses, costs or damages incurred by Assignee arising from any of the matters described in the two immediately preceding paragraphs hereof.

This Assignment is executed by the Trustee, not personally but solely as Trustee, as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and said Trustee hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on the Trustee personally to perform any covenant either express or implied herein. No personal liability shall be asserted or be enforceable against the Trustee by reason of any of the covenants, statements, representations or warranties contained in this instrument.

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IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal as of the day and year first above written.

COURTWAY COMMONS LIMITED PARTNERSHIP, an Illinois limited partnership

BY: City Lands Corporation, a Delaware corporation and its sole general partner

By: Mada Brace
Its: Development Officer

ATTEST:

By:
Name:
Cnot Bear
Its:
Assistant Secretary

AMELICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid

By:
Name:
| P. JOHANSEN
| Its: | Tegond Vice President

ATTEST:

By: Name:

J. Wichael Whelsh

ASSISTANT SECRETARY

Name:

This instrument prepared by and when recorded return to:

Cynthia Shawamreh Office of Corporation Counsel Room 511 121 North LaSalle Street Chicago, Illinois 60602

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COUNTY	OF	COOK	}	

CAROLYN E. BEARD

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that personally known to me to be the Development Officer City Lands Corporation (the "General Partner"), a Delaware corporation and sole general partner of Courtway Commons Limited Partnership, an Illinois limited partnership (the "Partnership"), and personally known to me to be the Assistant Secretary of the General Partner, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this by in person and severally acknowledged that as such Development Officeand Assistant Secretary, they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of the General Partner, as their free and voluntary act, and as the free and voluntary act and deed of the General Partner as general partner of the Partnership, for the uses and purposes cherein set forth.

GIVEN under my hand and official seal this 30th day of December, 1993.

Notary Public

(SEAL)

My Commission Expires:

"OFFICIAL SEAL"
JEAN B. GUZICK
NOTARY PUBLIC, STATE OF ILLINOIS
"IT COMMISSION EXPIRES 7/2/94

· Linda Biace

Govelopment Officer

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STATE OF ILLINOIS	; }	00
COUNTY OF COOK	) . }	SS

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Product and Trust Company of MICHAEL WHELAN, personally known to me to be the Becond Vice President and Accordant electron of American National Bank and Trust Company of Chicago, a (the "Trustee"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such second Vice President and severally acknowledged that as such second Vice President and they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of the Trustee as their free and voluntary act, and as the free and voluntary act and deed of the Trustee for the uses and purposes therein set forth.

GIVEN, under my hand and officeal seal this 28 1993 day of December, 1993.

Notary Public

(SEAL)

My Commission Expires:

Commission Expires 11/24/96

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(Exhibit A Follows This Page.)

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#### SCHEDULE OF LEASES

NAME	ADDRESS	RENTAL AMOUNT	LEASE EXPIRATION	term of lease
BROOKS, W.J.	5560 W. Jackson, #502	\$325.00	12/31/92	Month to month thereafter
BUTLER, Jessie	5558 W. Jackson, #301	\$325.00	12/31/92	Month to month thereafter
COLEMAN, Earnestine	5556 W. Jackson, #103	\$420.00	12/31/92	Month to month thereafter
FIZER, Nannie	5556 W. Jackson, #102	\$425.00	12/31/92	Month to month thereafter
GILBERT, Dlane	5556 W. Jackson, #203	\$325.00	12/31/92	Month to month thereafter
GIVEN, Carla	35d2 W. Jackson, #701	\$325.00	05/31/93	Month to month thereafter
HUNT, Murray	5556 W. Jackson, #101	\$0.00	08/31/93	Month to month thereafter
JOHNSON, George	5564 W. Jackson, #902	\$420.00	12/31/92	Month to month thereafter
MURRAY, Elementrice	5564 W. Jackson, #303	\$420.00	12/31/92	Month to month thereafter
PATTERSON, Annette	5558 W. Jackson, #363	\$325.00	12/31/92	Month to month thereafter
SMITH, Darlene	5558 W. Jackson, #401	\$325.00	12/31/92	Month to month thereafter
BEGLEY, Milo .	5562 W. Jackson, #601	\$240,50	12/31/93	Month to month thereafter
BLASINGAME, Larry	5560 W. Jackson, #503	\$240.00	12/31/93	Month to month thereafter
BOOTH, Lois	5562 W. Jackson, #703	\$240.00	11/25/93	Month to month thereafter
EDWARDS, Willie J.	5560 W. Jackson, #201	\$240.00	12/31/93	Month to month thereafter
HUMPHREY, Louis	5562 W. Jackson, #602	\$240.00	12/31/93	Month to month thereafter
HUMPHREY, Louis, Jr.	5562 W. Jackson, #702	\$240,00	11/30/93	Month to month thereafter
TERRELL, Angela	5562 W. Jackson, #603	\$325,00	11/30/93	Month to murch thereafter
WATKINS, Robert	5556 W. Jackson, #202	\$225.00	12/31/93	Month to month thereafter

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#### EXHIBIT B - LEGAL DESCRIPTIONS

LOTS 6, 7, 8, 9 AND 10 IN BLOCK 2 IN DAVIS' SUBDIVISION OF LOTS 2 AND 3 IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 4815-25 WEST MONROE STREET, CHICAGO, ILLINOIS 60644

PROPERTY TAX INDEX NUMBER: 16-16-205-028 VOLUME: 565

PARCEL 2:

LOTS 25, 26 NID 27 IN BLOCK 11 IN DERBY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 14 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 (EXCEPT 5 ACRES IN THE NORTHEAST CORNER THEREOF), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS. PROPERTY COMMONLY KNOWN AS: 4950-58 WEST MADISON STREET, CHICAGO, ILLINOIS 60644

PROPERTY TAX INDEX NUMBER: 16-09-427-019 VOLUME: 550

PARCEL 3:

THE WEST 1/2 OF LOT 77 IN C.J. HULL'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID PREMISES THE EAST 33 FEET THEREOF TAKEN FOR WIDENING EAST 51ST AVENUE), IN COOK COUNTY, ILLINOIS. PROPERTY COMMONLY KNOWN AS: 5100-0 VEST MADISON STREET, CHICAGO, ILLINOIS 60644

PROPERTY TAX INDEX NUMBER: 16-09-425-039 VOLUME: 550

PARCEL 4:

LOTS 1 TO 4 BOTH INCLUSIVE AND LOT 5 (EXCEPT THE WEST 2 FEET THEREOF) IN BAILEY'S RESUBDIVISION OF LOTS 1 TO 6 BOTH INCLUSIVE AND LOTS 20 TO 25 BOTH INCLUSIVE IN BLOCK 5 IN HENRY WALLER'S SUBDIVISION OF THE SOUTH 43-3/4 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PROPERTY COMMONLY KNOWN AS: 52-62 NORTH PARKSIDE AVENUE, CHICAGO, ILLINOIS <u> 60644</u>

PROPERTY TAX INDEX NUMBER: 16-08-422-004 VOLUME: 548

PARCEL 5:

THE EAST 100 FEET OF LOT 14 IN F.A. HILL AND COMPANY'S COLUMBUS PARK TERRACE, BEING A SUBDIVISION OF LOTS 135, 149, 150 IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 33 FEET OF LOTS 135 AND 150 AND THE NORTH 33 FEET OF LOT 149 TAKEN FOR JACKSON BOULEVARD) IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 5556-64 WEST JACKSON BOULEVARD, CHICAGO,

ILLINOIS 60644

PROPERTY TAX INDEX NUMBER: 16-16-109-022 VOLUME: 564

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PARCEL 6:

THE WEST 55 FEET OF THE EAST 383 FEET OF BLOCK 4 (EXCEPT THE NORTH 8 FEET AND THE SOUTH 33 FEET THEREOF) IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 4834 WEST ADAMS STREET, CHICAGO, ILLINOIS

60644

PROPERTY TAX INDEX NUMBER: 16-16-205-052 VOLUME 565

PARCEL 7:

BLOCK 4 (EXCEPT THE EAST 383 FEET AND EXCEPT THE WEST 55 FEET THEREOF, ALSO EXCEPT THE NORTH 8 FEET THEREOF AND THE SOUTH 33 FEET THEREOF) IN THE SCHOOL TRUSTRE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH. RANCA 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 4838-46 WEST ADAMS STREET, CHICAGO, ILLINOIS

<u>60644</u>

PROPERTY TAX INDEX NUMBER: 16-16-205-051 VOLUME: 565

PARCEL 8:

THE WEST 55 FEET OF BLOCK 4 (EXCEPT THE NORTH 8 FEET AND THE SOUTH 33 FEET THEREOF) IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 4850 WEST ADAMS STREET, CHICAGO, ILLINOIS

60644

Sunt Clart's Office PROPERTY TAX INDEX NUMBER: 16-16-205-050 VOLUME:

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