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#### RECORDATION REQUESTED BY:

Oak Lawn Bank 5665 W. 95th Street Oak Lawn, IL 60453

WHEN RECORDED MAIL TO:

Oak Lawn Bank 5665 W. 95th Street Oak Lawn, IL 60453



Doc#: 0417546113

Eugene "Gene" Moore Fee: \$40.00 Cook County Recorder of Deeds
Date: 06/23/2004 01:12 PM Pg: 1 of 9

SEND TAX NOTICES TO:

Oak Lawn Bank 5665 W. 951'i Street Oak Lawn, IL 60453

FOR RECORDER'S USE ONLY

This ASSIGNMENT OF helds prepared by:

PAULETTE BROUWER, LOAN ASSISTANT Oak Lawn Bank 5665 W. 95th Street Oak Lawn, IL 60453

#### **ASSIGNMENT OF RENTS**

THIS ASSIGNMENT OF RENTS dated May 26, 20(4. is made and executed between Kyung M Choe, a married man (referred to below as "Grantor") and Oak Lawn Bank, whose address is 5665 W. 95th Street, Oak Lawn, IL 60453 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

See Schedule "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 1137 W Belmont, Chicago, ii. 50057. The Property tax identification number is 14-29-200-041-0000

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures the colowing described additional indebtedness: In addition this loan is cross collaterized by all debt of the borrower and/or guarantor. No collateral will be released without full payment of all debt to Oak Lawn Bank.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

### **ASSIGNMENT OF RENTS**

(Continued)

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GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

and claims except as disclosed to and accepted by Lender in writing. Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances,

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign

and convey the Rents to Lender.

any instrument now in force. No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights

in the Rents except as provided in this Assignment.

Lender is hereby given and granted the following rights, powers and authority: though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even

Assignment and directing all Rents to be paid directly to Lender or Lender's agent. Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this

receive from the tenants or fron 21y other persons liable therefor, all of the Rents; institute and carry on all Enter the Property. Lender may enter upon and take possession of the Property, demand, collect and

persons from the Property. necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other legal proceedings necessary for the protection of the Property, including such proceedings as may be

the Property. taxes, assessments and water utilities, and the premiuras on fire and other insurance effected by Lender on continuing costs and expenses of maintaining the Picperty in proper repair and condition, and also to pay all repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in

agencies affecting the Property. of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms

and on such conditions as Lender may deem appropriate.

Lender's name or in Grantor's name, to rent and manage the Property, including the collection and Employ Agents. Lender may engage such agent or agents as Lender Lay deem appropriate, either in

Other Acts. Lender may do all such other things and acts with respect to the Property 2.5 Lender may deem

powers of Grantor for the purposes stated above. appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the

that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact

the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of by Lender which are not applied to such coats and expenses shall be applied to the Indebtedness. discretion, shall determine the application of any and all Rents received by it; however, any such Rents received for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be

from date of expenditure until paid.

any other specific act or thing.

application of Rents.

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Loan No: 3300156 (Continued) Page 3

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall centing to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will conting to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security merests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender is such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender is the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy, or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which

DEFAULT. Each of the following, at Lender's option, shall constitute an Even, of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to perform Grantor's obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and

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Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have

exercise its rights under this subparagraph either in person, by agent, or through a receiver.

for which the payments are made, whether or not any proper grounds for the demand existed. Lender may Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender's costs, against the Indebtedness in furtherance of this right, Lender shall have all the rights collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and

required to pay.

entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be Accelerate indebtedness. Lender shall have the right at its option without notice to drantor to declare the

rights or remedies provided by law:

thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other RICHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time

reasonably practical:

continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiates be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may Cure Provisions. If any default, other than a default in psyment is curable and if Grantor has not been given

Insecurity. Lender in good faith believes itself insecure.

prospect of payment or performance of the Indebted less is impaired.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the

guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default. required to, permit the guarantor's estate to assume unconditionally the obligations arising under the any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be accommodation party dies of beconce incompetent, or revokes or disputes the validity of, or liability under, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or Events Affecting Guaranton. Any of the preceding events occurs with respect to any guarantor, endorser,

Property Damage or Loss.) The Property is lost, stolen, substantially damaged, sold, or borrowed against.

reserve or bond for the dispute.

forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate the creditor of forteiture proceeding and deposits with Lender monies or a surety bond for the creditor or claim which is the basis of the creditor or forfeiture proceeding and it Grantor gives Lender written notice of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of governmental agency against the Rents or any property securing the Indebtedness. judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by

commencement of any proceeding under any bankruptcy or insolvency laws by or against Granton

part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the Death or insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any

any time and for any reason.

effect (including failure of any collateral document to create a valid and perfected security interest or lien) at

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a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees: Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for harkruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and finy anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by, construed and entered in accordance with federal law and the laws of the State of Illinois. This Assignment has been accepted by Lender in the State of Illinois.

**Merger.** There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless

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Borrower. The word "Borrower" means Kyung M Choe

this ASSIGNMENT OF RENTS from time to time.

RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF

Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code: the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this lawful money of the United States of America. Words and terms used in the singular shall include the plural, and Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this

homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

WAIVER OF HOMESTEAD EXEMPTION. Grantor hereby releases and waives all rights and benefits of the

proceeding, or counterclaim brought by any party against any other party.

Waive Jury. All parties to this Assignment hereby waive the right to any jury that in any action,

Time is of the Essence. Time is of the essence in the performance of this Assignment

under the Indebtedness.

way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by assigns. If ownership of the Property becomes vested in a person office than Grantor. Lender, without notice interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's

any other provision of this Assignment

unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of considered deleted from this Assignment. Unless ounervise required by law, the illegality, invalidity, or so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid,

same are renounced by Lender

Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this

given by Lender to any Granter's deemed to be notice given to all Grantors.

current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's giving formal written police to the other parties, specifying that the purpose of the notice is to change the the beginning of this Assignment. Any party may change its address for notices under this Assignment by States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United effective when crually delivered, when actually received by telefacsimile (unless otherwise required by law). Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be

granted or withheld in the sole discretion of Lender.

consent to subsequent instances where such consent is required and in all cases such consent may be under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in

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# UNOFASSIGNMENT OF RENTS PY (Continued)

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Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means Kyung M Choe.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means Oak Lawn Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated May 26, 2004, in the original principal amount of \$293,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rice based upon an index. The index currently is 3.880% per annum. Payments on the Note are to be niede in accordance with the following payment schedule: 60 monthly consecutive principal and interest payments in the initial amount of \$2,227.87 each, beginning June 26, 2004, with interest calculated on the unpaid principal balances at an initial discounted interest rate of 6.750% per annum; 179 monthly consecutive principal and interest payments in the initial amount of \$2,281.24 each, beginning June 26, 2009, with interest calculated on the unpaid principal balances at a discounted interest rate based on the 5 Year Treasury Note as printed in the Wall Street Journal (currently 3.880%), plus a margin of 3.250%, resulting in an initial interest rate of 1.130%; and one principal and interest payment of \$2,282.54 on May 26, 2024, with interest calculated on the unpaid principal balances at an interest rate based on the 5 Year Treasury Note as printed in the Wall Struct Journal (currently 3.880%), plus a margin of 3.250%, resulting in an initial interest rate of 7.130%. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet raid, together with any other unpaid amounts under this Assignment. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by applicable law.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to e" the Property as described in the "Assignment" section of this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

### ASSIGNMENT OF RENTS

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### SCHEDULE "A"

THE EAST 12 FEET OF LOT 45 LYING NORTH OF THE SOUTH 25.5 FEET THEREOF AND THAT PART OF LOT 46 LYING WEST OF THE EAST 5 FEET AND NORTH OF THE SOUTH 25.50 FEET THEREOF IN JOHN P. ALTGELD'S SUBDIVISION OF BLOCKS 3 AND 4 IN THE SUBDIVISION OF BLOCKS 2 AND 3 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 MORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#14-29-200-641-0000 Commonly Known As: 1137 W Belmont Chicago, IL 60657