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**FIRST AMENDMENT TO THE
RECIPROCAL
EASEMENT
AGREEMENT FOR
7507-7511 WEST
MADISON**



Doc#: 0620839043 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/27/2008 11:25 AM Pg: 1 of 8

THIS INSTRUMENT PREPARED BY
Daniel G. Lauer & Assoc., P.C.
1424 W. DIVISION STREET
CHICAGO, IL 60622-3322

AFTER RECORDING DELIVER TO:
CTI-BOX #333

THIS AMENDMENT TO THE RECIPROCAL EASEMENT AGREEMENT is made and entered by West Madison Investments, LLC, an Illinois Limited Liability Company, (hereinafter referred to as the "Declarant");

WITNESSETH:

WHEREAS, the Declarant hold legal title to the parcel of real estate situated in the Village of Forest Park, Cook County, Illinois (hereinafter called the "Parcel") and legally described below and by this reference made a part hereof; and,

WHEREAS, The Parcel is improved with twelve (12) residential condominium dwelling units ("Residential Property") and two (2) commercial first floor space ("Retail Property") at the sidewalk level known as Commercial A and Commercial B; and,

WHEREAS, the Declarant submitted the Residential Property to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time (hereinafter called the "Act") and recorded the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for West Madison Condominium Association ("the Declaration") on October 3, 2005 as Document 0527618058; and,

WHEREAS, prior to submitting the Residential Property to the provisions of the Act, Declarant recorded a Reciprocal Easement Agreement for 7507-7511 West Madison ("REA") on October 3, 2005 as Document 0527618057 to provide for the efficient operation of each respective portion, estate and interest in the Total Property, to assure the harmonious relationship of the Owners of each such respective portion, estate or interest in the Total Property, and to protect the respective values of each such portion, estate and interest in the Total Property, by providing for, declaring and

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creating certain Easements, covenants and restrictions against and affecting the Residential Property and the Retail Property which will be binding upon each present and future Owner of the Residential Property and Owner of the Retail Property or of any portion thereof or interest or estate therein; and,

WHEREAS, the Declarant is desirous of more clearly setting forth the various Owners' rights and obligations as to certain Common Elements on or about the Property and establishing, for its own benefit and for that of all future owners or occupants of the Property and each part thereof, certain easements and rights in, over and upon the property; and,

WHEREAS, the REA paragraph 19.4(b) reserves to the Declarant:

"...the right and power to record a special amendment ("Special Amendment") to this Agreement at any time and from time to time which amends this Agreement to correct clerical or typographical errors in this Agreement. A Special Amendment may also contain such complementary and supplemental grants and reservations of Easements as may be necessary in order to effectuate the Maintenance, operations and administrations of the Total Property. Declarant also reserves the right to include, within a Special Amendment, revisions to the legal descriptions of the Residential Property and Retail Property and to adopt and amend from time to time the signage standard as referred to in Section 14.1 (a). In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant and the Partnership to vote in favor of, make, or consent to a Special Amendment on behalf of the other Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting any portion of the Total Property, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservations of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds or controls title to any portion of the Total Property". and,

WHEREAS, the legal description of the Parcel, common address and PIN is as follows:

Legal Description:	Please see "Exhibit A", attached
Common Address:	7507-7511 West Madison Street Forest Park, Illinois 60130
PIN:	15-12-431-025-0000 and 15-12-431-050-0000

NOW THEREFORE, the Declarant, pursuant to the rights conferred on them in the REA, and for the purposes set forth herein, amends the Reciprocal Easement Agreement and **DECLARES AS FOLLOWS**:

1. Section 2.1 of the Reciprocal Easement Agreement is hereby amended to add the following subparagraphs:

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“(h) North Easement A non-exclusive Easement for ingress and egress for vehicles and foot traffic to those portions of the Common Elements which represent the Asphalt Drive and Parking Area located north of the public alley north of and parallel to West Madison Street, as indicated by the Declaration and as shown on the Plat of Survey attached to the Declaration recorded on October 3, 2005 as Document Number 0527618058”;

“(i) South Easement A non-exclusive Easement for ingress and egress for vehicles and foot traffic to those portions of the Common Elements which represent the Asphalt Drive and Parking Area located south of the public alley and adjacent to and immediately north of the Condominium (Residential Property) and Retail Property, as indicated by the Declaration and as shown on the Plat of Survey attached to the Declaration recorded on October 3, 2005 as Document Number 0527618058”;

2. The words “set forth on Exhibit C attached hereto and made a part hereof” in the last sentence of the second paragraph of Section 4.3(a) of the Reciprocal Easement Agreement shall be deleted in its entirety.
3. The last sentence of Section 4.3(b) of the Reciprocal Easement Agreement is hereby deleted and replaced with the following language:

“If non-payment continues for a period of sixty (60) days after its due date, the Owner of the *Residential Property* shall have the right to lien the *Retail Property* and to discontinue furnishing the services for which payment has not been received until said sum of money is paid.”
4. Section 6.1 of the Reciprocal Easement Agreement: All references to the “City of Chicago” shall be amended to read “Village of Forest Park.”
5. Section 6.4 of the Reciprocal Easement Agreement : All references to the “Chicago Zoning Ordinance” shall be amended to read “Forest Park Zoning Ordinances”
6. Section 7.3 of the Reciprocal Easement Agreement: All references to the “Chicago Real Estate Industry” shall be amended to read “Forest Park Real Estate Industry.”
7. Sections 8.1(b), 8.1 (c), 9.5, 14.1(ii)(B), and 14.2 of the Reciprocal Easement Agreement: All references to the “City of Chicago” shall be amended to read “Village of Forest Park.”
8. The words “Ninety-Four (80%) percent” in the third sentence of Section 8.1(g) of the Reciprocal Easement Agreement shall be amended to read “Eighty (80%) percent.”

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IN WITNESS WHEREOF, the said West Madison Investments, LLC, an Illinois Limited Liability Company, has caused its Manager to affix his signature hereunto and caused its name to be signed in these presents, this 26 day of July, 2006.

West Madison Investments,
an Illinois Limited Liability Company

By: Wafeek Aiyash
Manager

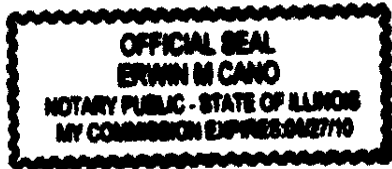
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Erwin M. Cano, a Notary Public in and for said County, in the State aforesaid, do hereby certify Wafeek Aiyash, personally known to me to be the person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledge that he signed 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 26 day of July, A.D., 2006.

SEAL

Erwin M. Cano
Notary Public



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EXHIBIT A LEGAL DESCRIPTION

ORIGIANL PARCEL

PARCEL 1:

THE EAST ½ OF LOT 2 AND ALL OF LOT 3 IN JOHN STERNBERG'S SUBDIVISION OF THE SOUTH 2/5THS OF BLOCK 34, OF THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 IN PEASLEE'S RESUBDIVISION OF THE SOUTH ½ OF THE SOUTH ½ OF THE SOUTH 1/3 OF THE NORTH 3/5THS OF BLOCK 34 (EXCEPT THE EAST 100.00 FEET AND EXCEPT THE SOUTH 16.00 FEET THEREOF) AND OF THE NORTH ½ (EXCEPT THE EAST 100.00 FEET THEREOF) OF THE SOUTH 1/3 OF THE NORTH 3/5THS OF SAID BLOCK 34, IN RAILROAD ADDITION TO THE TOWN OF HARLEM, A SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 15-12-431-025-0000 and 15-12-431-050-000

Commonly known as: 7507-7511 West Madison Street, Forest Park, Cook County, Illinois, 60130.

RESIDENTIAL PROPERTY

PARCEL 1:

THE EAST 1/2 OF LOT 2 AND ALL OF LOT 3 IN JOHN STERNBERG'S SUBDIVISION OF THE SOUTH 2/5THS OF BLOCK 34 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM PARCELS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1-A (COMMERCIAL UNIT "A"):

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION + 20.30 FEET (ASSUMED DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION + 34.90 FEET (ASSUMED DATUM) DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH, 0.58 FEET TO THE POINT OF BEGINNING; THENCE WEST, A DISTANCE OF 26.19 FEET; THENCE NORTHWESTERLY, A DISTANCE OF 5.25 FEET; THENCE WEST, A DISTANCE OF 4.34 FEET; THENCE NORTH, A DISTANCE OF 8.25 FEET; THENCE EAST, A DISTANCE OF 0.85 FEET; THENCE NORTH, A DISTANCE OF 18.50 FEET; THENCE EAST, A DISTANCE OF 8.86 FEET; THENCE NORTH, A DISTANCE OF 32.42 FEET; THENCE EAST, A DISTANCE OF 6.05 FEET; THENCE NORTH, A DISTANCE OF 6.68 FEET; THENCE EAST, A DISTANCE OF 16.60 FEET; THENCE SOUTH, A DISTANCE OF 70.74 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 1-B (COMMERCIAL UNIT "B"):

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION + 20.30 FEET (ASSUMED DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION + 34.90 FEET (ASSUMED

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DATUM) DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE WEST, A DISTANCE OF 48.76 FEET; THENCE NORTH, A DISTANCE OF 0.53 FEET TO THE POINT OF BEGINNING; THENCE WEST, A DISTANCE OF 26.19 FEET; THENCE NORTH, A DISTANCE OF 70.81 FEET; THENCE EAST, A DISTANCE OF 23.55 FEET; THENCE SOUTH, A DISTANCE OF 8.45 FEET; THENCE EAST, A DISTANCE OF 8.10 FEET; THENCE SOUTH, A DISTANCE OF 8.05 FEET; THENCE WEST, A DISTANCE OF 8.10 FEET; THENCE SOUTH, A DISTANCE OF 8.00 FEET; THENCE EAST, A DISTANCE OF 0.33 FEET; THENCE SOUTH, A DISTANCE OF 10.06 FEET; THENCE EAST, A DISTANCE OF 7.80 FEET; THENCE SOUTH, A DISTANCE OF 23.05 FEET; THENCE EAST, A DISTANCE OF 0.33 FEET; THENCE SOUTH, A DISTANCE OF 8.25 FEET; THENCE WEST, A DISTANCE OF 4.30 FEET; THENCE SOUTHWESTERLY, A DISTANCE OF 5.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 1-C (PARKING SPACE P-7):

THAT PART OF LOT 3 IN JOHN STERNBERG'S SUBDIVISION OF THE SOUTH 2/5THS OF BLOCK 34 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH, A DISTANCE OF 2.75 FEET; THENCE WEST, A DISTANCE OF 6.25 FEET TO THE POINT OF BEGINNING; THENCE SOUTH, A DISTANCE OF 8.50 FEET; THENCE WEST, A DISTANCE OF 19.00 FEET; THENCE NORTH, A DISTANCE OF 8.50 FEET; THENCE EAST, A DISTANCE OF 19.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 IN PEASLEE'S RESUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/3 OF THE NORTH 3/5THS OF BLOCK 34 (EXCEPT THE EAST 100.00 FEET AND EXCEPT THE SOUTH 16.00 FEET THEREOF) AND OF THE NORTH 1/2 (EXCEPT THE EAST 100.00 FEET THEREOF) OF THE SOUTH 1/3 OF THE NORTH 3/5THS OF SAID BLOCK 34, IN RAILROAD ADDITION TO THE TOWN OF HARLEM, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, **EXCEPTING THEREFROM PARCELS MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

PARCEL 2-A (PARKING SPACES P-26 AND P-27):

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH, A DISTANCE OF 1.50 FEET; THENCE EAST, A DISTANCE OF 1.00 FOOT TO THE POINT OF BEGINNING; THENCE EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH, A DISTANCE OF 19.00 FEET; THENCE WEST, A DISTANCE OF 18.00 FEET; THENCE NORTH, A DISTANCE OF 19.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2-B (PARKING SPACES P-28 THROUGH P-32):

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH, A DISTANCE OF 6.50 FEET; THENCE EAST, A DISTANCE OF 1.00 FOOT TO THE POINT OF BEGINNING; THENCE NORTH, A DISTANCE OF 19.00 FEET; THENCE EAST, A DISTANCE OF 42.50 FEET; THENCE SOUTH, A DISTANCE OF 19.00 FEET; THENCE WEST, A DISTANCE OF 42.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2-C (PARKING SPACES P-33 THROUGH P-39):

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH, A DISTANCE OF 8.00 FEET; THENCE WEST, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING; THENCE WEST, A DISTANCE OF 59.50 FEET; THENCE NORTH, A DISTANCE OF 19.00 FEET; THENCE EAST, A DISTANCE

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OF 59.50 FEET; THENCE SOUTH, A DISTANCE OF 19.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 15-12-431-025-0000 and 15-12-431-050-000

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RETAIL PROPERTY

THAT PART OF THE EAST 1/2 OF LOT 2 AND ALL OF LOT 3 IN JOHN STERNBERG'S SUBDIVISION OF THE SOUTH 2/5THS OF BLOCK 34 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, **MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

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THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION + 20.30 FEET (ASSUMED DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION + 34.90 FEET (ASSUMED DATUM) DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH, 0.58 FEET TO THE POINT OF BEGINNING; THENCE WEST, A DISTANCE OF 26.19 FEET; THENCE NORTHWESTERLY, A DISTANCE OF 5.25 FEET; THENCE WEST, A DISTANCE OF 4.34 FEET; THENCE NORTH, A DISTANCE OF 8.25 FEET; THENCE EAST, A DISTANCE OF 0.85 FEET; THENCE NORTH, A DISTANCE OF 18.50 FEET; THENCE EAST, A DISTANCE OF 8.86 FEET; THENCE NORTH, A DISTANCE OF 32.42 FEET; THENCE EAST, A DISTANCE OF 6.05 FEET; THENCE NORTH, A DISTANCE OF 6.68 FEET; THENCE EAST, A DISTANCE OF 16.60 FEET; THENCE SOUTH, A DISTANCE OF 70.74 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 1-B (COMMERCIAL UNIT "B"):

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THAT PART OF LOT 3 IN JOHN STERNBERG'S SUBDIVISION OF THE SOUTH 2/5THS OF BLOCK 34 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH, A DISTANCE OF 2.75 FEET; THENCE WEST, A DISTANCE OF 6.25 FEET TO THE POINT OF BEGINNING; THENCE SOUTH, A DISTANCE OF 8.50 FEET; THENCE WEST, A DISTANCE OF 19.00 FEET; THENCE NORTH, A DISTANCE

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OF 8.50 FEET; THENCE EAST, A DISTANCE OF 19.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND ALSO

THAT PART OF LOT 3 IN PEASLEE'S RESUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/3 OF THE NORTH 3/5THS OF BLOCK 34 (EXCEPT THE EAST 100.00 FEET AND EXCEPT THE SOUTH 16.00 FEET THEREOF) AND OF THE NORTH 1/2 (EXCEPT THE EAST 100.00 FEET THEREOF) OF THE SOUTH 1/3 OF THE NORTH 3/5THS OF SAID BLOCK 34, IN RAILROAD ADDITION TO THE TOWN OF HARLEM, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, **MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

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COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH, A DISTANCE OF 6.50 FEET; THENCE EAST, A DISTANCE OF 1.00 FOOT TO THE POINT OF BEGINNING; THENCE NORTH, A DISTANCE OF 19.00 FEET; THENCE EAST, A DISTANCE OF 42.50 FEET; THENCE SOUTH, A DISTANCE OF 19.00 FEET; THENCE WEST, A DISTANCE OF 42.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2-C (PARKING SPACES P-33 THROUGH P-37):

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH, A DISTANCE OF 8.00 FEET; THENCE WEST, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING; THENCE WEST, A DISTANCE OF 59.50 FEET; THENCE NORTH, A DISTANCE OF 19.00 FEET; THENCE EAST, A DISTANCE OF 59.50 FEET; THENCE SOUTH, A DISTANCE OF 19.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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