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PREPARED BY AND AFTER RECORDING RETURN TO:

Aronberg Goldgehn
330 North Wabash, Suite 1700
Chicago, Illinois 60611
Attn: Ned S. Robertson

Address: 959 East Oakton
Des Plaines, Illinois 60018

P.I.N.s 09-29-101-001-0000, 09-29-101-002-0000
09-29-101-003-0000, 09-29-101-004-0000 and
09-29-101-005-0000



Doc#: 1323522022 Fee: \$58.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/23/2013 10:19 AM Pg: 1 of 11

201345934/892410791 ASSIGNMENT OF LEASES AND RENTS

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This **ASSIGNMENT OF LEASES AND RENTS** (this "Assignment") is made as of August 15, 2013, by and from **THE CAPUTO FAMILY LIMITED PARTNERSHIP**, an Illinois limited partnership (the "Assignor"), to and for the benefit of **COLE TAYLOR BANK**, an Illinois state bank, its successors and assigns ("Lender").

RECITALS:

A. Assignor is the owner of certain real property located in Cook County, State of Illinois, more particularly described in **Exhibit A** attached hereto and commonly known as 959 East Oakton, Des Plaines, Illinois 60018 ("Property").

B. Lender has agreed to make certain a loan to **FOXFIRE PARTNERS, LLC**, an Illinois limited liability company ("Foxfire") and an affiliate of Mortgagor, in the maximum principal amount of Seven Million Two Hundred Fifty Thousand and 00/100 Dollars (\$7,250,000.00) (the "Foxfire Loan"). The Foxfire Loan is evidenced by that certain Promissory Note dated as of even date herewith in the principal amount of Seven Million Two Hundred Fifty Thousand and 00/100 Dollars (\$7,250,000.00) from Foxfire payable to the order of Lender ("Foxfire Note"). The Foxfire Note, this Mortgage and all other documents evidencing or securing the indebtedness owing under the Foxfire Note from time to time (as amended, modified, replaced or restated from time to time) are collectively hereinafter referred to as the "Foxfire Loan Documents".

C. Lender has also agreed to make a loan to **RANDALL PARTNERS, LLC**, an Illinois limited liability company ("Randall" and which together with Foxfire are sometimes referred to herein as the "Borrowers" and each a "Borrower"), and an affiliate of Mortgagor, in the maximum principal amount of Seven Million Two Hundred Fifty Thousand and 00/100 Dollars (\$7,250,000.00) (the "Randall Loan" which together with the Foxfire Loan are sometimes referred to herein as the "Loans"). The Randall Loan is evidenced by that certain Promissory Note of even date herewith in the principal amount of Seven Million Two Hundred Fifty Thousand and 00/100 Dollars (\$7,250,000.00) from Randall payable to the order of Lender (the "Randall Note" which together with the Foxfire Note are sometimes referred to herein as the "Notes"). The Randall Note and all other documents evidencing or securing the indebtedness

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owing under the Randal Note from time to time (as amended, modified, replaced or restated from time to time) are collectively hereinafter referred to as the "Randall Loan Documents". The Randall Loan Documents and the Foxfire Loan Documents are sometimes together referred to herein as the "Loan Documents".

D. The Notes are secured under and pursuant to, among other things, (i) that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents of even date herewith from Assignor in favor of Lender on the Property (the "Mortgage"), and (ii) certain other documents evidencing or securing the Loans.

E. The obligations of Assignor and/or Borrowers under the Notes, the Mortgage, this Assignment, and the other Loan Documents are collectively referred to herein as the "Obligations".

F. Assignor is required as a condition to the making of the Loans to transfer and assign to Lender all of Assignor's right, title and interest in, to and under the Leases and Rents (as defined below).

AGREEMENT:

NOW, THEREFORE, as an inducement for the making of the Loans, Assignor hereby represents, warrants, covenants and agrees as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:

"Event of Default" means any failure by Assignor to comply with the terms and conditions of this Assignment and any Event of Default, as defined in the Notes.

"Leases" means all leases, subleases, rental contracts, occupancy agreements, licenses and other arrangements (in each case whether existing now or in the future) pursuant to which any person or entity occupies or has the right to occupy or use any portion of the Property, and includes (a) any supplement, modification, amendment, renewal or extension of any Lease and (b) any security or guaranty for any Lease.

"Lessees" means the lessees under the Leases or any subtenants or occupants of the Property.

"Rents" means all rents, issues, income, revenues, royalties, profits and other amounts now or in the future payable under any of the Leases, including those past due and unpaid.

Capitalized terms used in this Assignment and not otherwise defined are used as defined in the Mortgage.

2. **Assignment.** As security for the payment and performance of the Obligations, Assignor hereby absolutely and unconditionally transfers, sets over and assigns to Lender all present and future right, title and interest of Assignor in, to and under the Leases and the Rents, together with all advance payments, security deposits and other amounts paid or payable to or deposited with Assignor under any of the Leases and all other rights and interests of Assignor

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under or in respect of any of the Leases. This Assignment is intended to be and is an absolute present assignment from Assignor to Lender, it being intended hereby to establish a complete and present transfer of all Leases and Rents with the right, but without the obligation, to collect all Rents.

3. **License.** Except as hereinafter set forth, Assignor shall have a license to collect the Rents accruing under the Leases as they become due ("License"), but not in advance, and to enforce the Leases. Subject to Section 8.1 hereof, the License shall automatically terminate upon the occurrence of an Event of Default. Assignor covenants and agrees that in exercising its License it shall hold all Rents in trust and shall apply the same first to the payment of the reasonable expenses of owning, maintaining, repairing, operating and renting the Property, and then to payment of the Obligations.

4. **Representations and Warranties.** Assignor hereby represents and warrants to Lender that: (a) Assignor is the absolute owner of the entire lessor's interest in each of the Leases, with absolute right and title to assign the Leases and the Rents; (b) to Assignor's knowledge, the Leases are valid, enforceable and in full force and effect and have not been modified, amended or terminated; (c) there are no outstanding assignments or pledges of the Leases or of the Rents and no other party has any right, title or interest in the Leases or the Rents; (d) there are no existing defaults under the provisions of the Leases on the part of the Assignor and to Assignor's knowledge, there are no existing defaults under the provisions of the Leases on the part of the respective Lessees thereunder; (e) to Assignor's knowledge, no Lessee has any defense, set-off or counterclaim against Assignor; (f) except as disclosed in writing to Lender, no Lessee has any purchase option or first refusal right or any right or option for additional space with respect to all or any portion of the Property; (g) Assignor has not accepted prepayments of installments of rent or any other charges under any Lease for a period of more than one (1) month in advance; and (h) to Assignor's knowledge, except as otherwise disclosed to Lender in writing, all work required to be performed by Assignor, as landlord, as of the date hereof under any Lease has been completed in accordance with the provisions of the Lease.

5. **Covenants of Assignor.**

5.1 **New Leases and Lease Terminations and Modifications.** Assignor shall not enter into, cancel, surrender or terminate (except as a result of a material default by any Lessee thereunder and failure of such Lessee to cure the default within the applicable time periods set forth in the Lease), amend or modify any Lease, or make any subsequent assignment or pledge of any Lease, or consent to the subordination of the interest of any Lessee in any Lease, or consent to any assignment by any Lessee or any subletting, without the prior written consent of Lender. Any attempt to do any of the foregoing without the prior written consent of Lender shall be null and void.

5.2 **Performance under Leases.** Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. Assignor shall not (a) release the liability of any Lessee under any Lease or any guaranty thereof, (b) consent to any Lessee's withholding of rent or making monetary advances and off-setting the same against future rentals, (c) consent to any Lessee's

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claim of a total or partial eviction, (d) consent to a termination or cancellation of any Lease, except as specifically provided above or in such Lease, or (e) enter into any oral leases with respect to all or any portion of the Property;

5.3 Collection of Rents. Assignor shall not collect any of the Rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits.

5.4 Further Assignment. Assignor shall not make any other assignment of its entire, or any part of its, interest in or to any or all Leases, or any or all Rents, except as specifically permitted by the Loan Documents.

5.5 Lease Guaranty. Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law.

5.6 Waive Rental Payments. Assignor shall not waive or excuse the obligation to pay rent under any Lease.

5.7 Defending Actions. Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any Lessee or guarantor thereunder, and shall pay all costs and expenses of the Lender, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Lender may appear.

5.8 Enforcement. Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by Lessees and guarantors thereunder.

5.9 Notice. Assignor shall immediately notify Lender of any material breach by a Lessee or guarantor under any Lease.

5.10 Subordination. Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent.

5.11 Bankruptcy of Lessee. Subject to the provisions of Section 7 hereof, if any Lessee is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Lender. Assignor hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, it will duly endorse to the order of Lender any such check.

6. Cancellation of Lease. In the event that any Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, the payments made or

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to be made by reason thereof are hereby assigned to Lender, and if an Event of Default has occurred, shall be applied, at the election of Lender, to the Obligations in whatever order Lender shall choose in its discretion or shall be held in trust by Lender as further security, without interest, for the payment of the Obligations. Prior to such Event of Default, Assignor may use and apply such termination payments to expenses of the Property.

7. **Lender's Rights Upon Lessee Bankruptcy.** Upon the occurrence of an Event of Default, and if a Lessee under a Lease files or has filed against it any petition in bankruptcy or for reorganization, or undertakes or is subject to similar action, Lender shall have, and is hereby assigned by Assignor, all of the rights which would otherwise inure to the benefit of Assignor in such proceedings, including, without limitation, the right to seek "adequate protection" of its interests, to compel rejection of any Lease, and to seek such claims and awards as may be sought or granted in connection with the rejection of such Lease. Unless otherwise consented to by Lender in writing, Lender's exercise of any of the rights provided herein shall preclude Assignor from the pursuit and benefit thereof without any further action or proceeding of any nature. Lender, however, shall not be obligated to make timely filings of claims in any bankruptcy, reorganization or similar action or to otherwise pursue creditor's rights therein.

8. **Default.**

8.1 **Remedies.** Upon the occurrence of an Event of Default, Assignor's License shall immediately cease and terminate, unless Lender shall otherwise notify Assignor in writing that such License is not being terminated by Lender. Lender shall thereupon be authorized at its option to enter and take possession of all or part of the Property, in person or by agent, employee or court appointed receiver, and to perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same extent that Assignor might reasonably so act. In furtherance thereof, Lender shall be authorized, but under no obligation, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Assignor's rights to fix or modify rents, sue for possession of the leased premises, relet all or part of the leased premises, and collect all Rents under such new Leases. Assignor shall also pay to Lender, promptly upon any Event of Default: (a) all rent prepayments and security or other deposits paid to Assignor pursuant to any Lease assigned hereunder; and (b) all charges for services or facilities or for escalations which have theretofore been paid pursuant to any such Lease to the extent allocable to any period from and after such Event of Default. Lender will, after payment of all proper costs, charges and any damages, apply the net amount of such Rents to the Obligations. Lender shall have sole discretion as to the manner in which such Rents are to be applied, the reasonableness of the costs to which they are applied, and the items that will be credited thereby.

8.2 **Notice to Lessee.** Assignor hereby irrevocably authorizes each Lessee, upon demand and notice from Lender of the occurrence of an Event of Default, to pay all Rents under the Leases to Lender. Assignor agrees that each Lessee shall have the right to rely upon any notice from Lender directing such Lessee to pay all Rents to Lender, without any obligation to inquire as to the actual existence of an Event of Default, notwithstanding any notice from or claim of Assignor to the contrary. Assignor shall have no claim against any Lessee for any Rents paid by Lessee to Lender.

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8.3 Assignment of Defaulting Assignor's Interest in Lease. Lender shall have the right to assign Assignor's right, title and interest in and to the Leases to any person acquiring title to the Property through foreclosure or otherwise. Such assignee shall not be liable to account to Assignor for the Rents thereafter accruing.

8.4 No Waiver. Lender's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Lender's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Lender has under the Notes, the Mortgage and any of the other Loan Documents. Lender's rights and remedies hereunder may be exercised as often as Lender deems expedient.

8.5 Costs and Expenses. The cost and expenses (including any receiver's fees) and fees incurred by Lender pursuant to the powers contained in this Assignment shall be immediately reimbursed by Assignor to Lender on demand, shall be secured hereby and, if not paid by Assignor, shall bear interest from the date due at the highest Default Rate (as defined in the Notes). Lender shall not be liable to account to Assignor for any action taken pursuant hereto, other than to account for any Rents actually received by Lender.

9. Indemnification of Lender. Assignor hereby agrees to indemnify, defend, protect and hold Lender harmless from and against any and all liability, loss, cost, expense or damage (including reasonable attorney fees) that Lender may or might incur under the Leases or by reason of this Assignment. Such indemnification shall also cover any and all claims and demands that may be asserted against Lender under the Leases or this Assignment. Nothing in this section shall be construed to bind Lender to the performance of any Lease provisions, or to otherwise impose any liability upon Lender, including, without limitation, any liability under covenants of quiet enjoyment in the Leases, in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Mortgage and shall have been barred thereby of all right, title, interest, and equity of redemption in the Property. This Assignment imposes no liability upon Lender for the operation and maintenance of the Property or for carrying out the terms of any Lease before Lender has entered and taken possession of the Property. Any loss or liability incurred by Lender by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Lender's request, be immediately reimbursed by Assignor. Such reimbursement shall include interest at the highest Default Rate provided in the Notes, costs, expenses and reasonable attorney fees. Lender may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability. The provisions of this Section shall survive repayment of the Obligations and any termination or satisfaction of this Assignment.

10. Additions to, Changes in and Replacement of Obligations. Lender may take security in addition to the security already given Lender for the payment of the Obligations or release such other security, and may release any party primarily or secondarily liable on the Obligations, may grant or make extensions, renewals, modifications or indulgences with respect to the Obligations or the Mortgage and replacements thereof, which replacements of the Obligations or the Mortgage may be on the same terms as, or on terms different from, the present terms of the Obligations or the Mortgage, and may apply any other security held by it to the satisfaction of the Obligations, without prejudice to any of its rights hereunder.

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11. **Power of Attorney.** In furtherance of the purposes of this Assignment, Assignor hereby appoints Lender as Assignor's attorney-in-fact, with full authority in the place of Assignor, at the option of Lender at any time after the occurrence of an Event of Default, and in the name of Assignor or Lender, to (a) collect, demand and receive the Rents and other amounts payable under any Lease, (b) bring suit and take other action to enforce the Leases, (c) enforce, supplement, modify, amend, renew, extend, terminate and otherwise administer the Leases and deal with Lessees in relation to the Leases, (d) give notices, receipts, releases and satisfactions with respect to the Leases and the Rents and other amounts payable under any Lease, and (e) take such other action as Lender may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Lender under this Assignment.

12. **No Mortgagee in Possession; No Other Liability.** The acceptance by Lender of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by Lender, be deemed or construed to: (a) constitute Lender as a mortgagee in possession nor place any responsibility upon Lender for the care, control, management or repair of the Property, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by Assignor, any Lessee, occupant or other party, or for any dangerous or defective condition of the Property, nor thereafter at any time or in any event obligate Lender to appear in or defend any action or proceeding relating to the Leases or to the Property; (b) require Lender to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; or (c) require Lender to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by Lessees and not assigned and delivered to Lender. Lender shall not be liable in any way for any injury or damage to person or property sustained by any person in or about the Property.

13. **Termination of Assignment.** Lender shall terminate and release this Assignment as to all or a portion of the Property to the same extent as the Mortgage is released in whole or in part.

14. **Miscellaneous.**

14.1 **Severability.** If any term of this Assignment or the application hereof to any person or set of circumstances, shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such provision or part thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent consistent with applicable law.

14.2 **Captions.** The captions or headings at the beginning of each section hereof are for the convenience of the parties only and are not part of this Assignment.

14.3 **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed together and shall constitute one instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

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14.4 Notices. All notices or other written communications hereunder shall be given in the manner set forth in the Mortgage.

14.5 Modification. No amendment, modification or cancellation of this Assignment or any part hereof shall be enforceable without Lender's prior written consent.

14.6 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

14.7 Successors and Assigns; Gender; Joint and Several Liability. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective successors and assigns, and all subsequent owners of the Property, and all subsequent holders of the Notes and the Mortgage, subject in all events to the provisions of the Mortgage regarding transfers of the Property by Assignor. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. If there is more than one (1) party constituting Assignor, all obligations of each Assignor hereunder shall be joint and several.

14.8 Expenses. Assignor shall pay on demand all costs and expenses incurred by Lender in connection with the review of Leases, including reasonable fees and expenses of Lender's outside counsel.

15. **WAIVER OF JURY TRIAL** ASSIGNOR AND LENDER, BY ITS ACCEPTANCE HEREOF, HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG ASSIGNOR AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN ASSIGNOR AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE LOANS DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

16. **JURISDICTION AND VENUE**. ASSIGNOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY ASSIGNOR AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. ASSIGNOR HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO ASSIGNOR AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THE MORTGAGE. ASSIGNOR

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WAIVES ANY CLAIM THAT COOK COUNTY, ILLINOIS OR THE NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD ASSIGNOR, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, ASSIGNOR SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST ASSIGNOR AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR ASSIGNOR SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND ASSIGNOR HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 88, 89, 90, 91 AND 92 IN OAKTON GARDENS, A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 959 East Oakton, Des Plaines, Illinois 60018

P.I.N.s 09-29-101-001-0000, 09-29-101-002-0000, 09-29-101-003-0000,
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