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Oak Park IL T#3270

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Doc# 1712445092 Fee \$58.00

DRAFTED BY:

Target Law Department
Attn: Maggie Johannsen
1000 Nicollet Mall, TPS-3155
Minneapolis, MN 55403

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/04/2017 04:20 PM PG: 1 OF 11

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is made and entered into as of ~~April 27~~ ^{05 MAY 1st}, 2017, by and between TARGET CORPORATION, a Minnesota corporation ("Tenant"), whose address is 1000 Nicollet Mall, Minneapolis, Minnesota 55403, Attn: Real Estate Portfolio Management, Oak Park, IL T#3270, CSD KURTZEIN, LLC, an Illinois limited liability company ("Borrower"), whose address is c/o Clark Street Real Estate, 980 N. Michigan Ave., Chicago, IL 60611, and WINTRUST BANK, an Illinois banking corporation ("Lender"), whose address is 231 South LaSalle Street, 2nd Floor, Chicago, Illinois 60604, Attention: Nick R. Koricanac.

BACKGROUND

A. Lender has agreed to make a first mortgage loan (the "Loan") to Borrower, repayment of which is to be secured by a Mortgage, Assignment of Leases and Rents, and Security Agreement (the "Mortgage") on certain real estate as more fully described in Exhibit A attached hereto and the improvements thereon (the "Mortgaged Property").

B. The Mortgage will be recorded, as of even date with this Agreement, in the office of the County Recorder in the County of Cook, State of Illinois.

C. Tenant is the tenant under a Lease dated November 21, 2016 (including all amendments and ancillary agreements, the "Lease"), made by Borrower, as landlord, pursuant to which Tenant has leased a portion of the Mortgaged Property, said portion being more fully described in the Lease (the "Premises").

D. A Memorandum of Lease evidencing the Lease has been recorded in the office of the County Recorder, County of COOK, State of Illinois in Book _____ at page _____

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E. As a condition precedent to Lender's disbursement of Loan proceeds, Lender has required that Tenant subordinate the Lease and its interest in the Premises to the lien of the Mortgage.

NOW, THEREFORE, for good and valuable consideration, it is agreed as follows:

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1. **SUBORDINATION AND NON-DISTURBANCE.** Subject to the provisions of this Agreement, Tenant hereby agrees that the Lease and the rights of Tenant in and to the Premises are subject and subordinate to the Mortgage, and to all amendments, supplements, modifications, renewals, and extension thereof, but Lender consents to the terms and provisions of the Lease and agrees that (a) Tenant's possession of the Premises and Tenant's rights and privileges under the Lease (including during any extensions or renewals thereof) will not be terminated, diminished, or interfered with by Lender in the exercise of any of Lender's rights under the Mortgage, and (b) Lender will not join Tenant as a party defendant in any action or proceeding foreclosing on the Mortgage unless such joinder is necessary to foreclose on the Mortgage, and then only for such purpose and not for the purpose of terminating Tenant's interest and estate under the Lease.

2. **ATTORNMEN**T. If any interest of Borrower in the Premises is transferred by reason of foreclosure or other proceeding brought by Lender under the Mortgage, including a deed in lieu of foreclosure, Tenant will be bound to the successor to Borrower's interest (the "Owner") under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining and any extensions, or renewals thereof, and Tenant does hereby attorn to Owner as Tenant's landlord. The attornment will be effective and self-operative immediately without the execution of any further instruments on the part of either Tenant or Owner. From and after such attornment, Owner will be bound to Tenant and Tenant will be bound to Owner under all of the terms, covenants, and conditions of the Lease as direct indenture of Lease with the same force and effect as if originally entered into between Tenant and Owner, but Tenant will be under no obligation to pay rent to Owner except in accordance with the provisions of Section 4 below. Notwithstanding the foregoing, however, the Owner shall not be:

- (i) Personally liable for any act or omission of any prior landlord (including the Borrower); provided, however, that the foregoing shall not be limit (i) Owner's responsibility to cure any matters continuing after the date when Lender or such successor Owner obtains title to or takes possession or control of the Premises or (ii) Tenant from exercising or obtaining any other right or remedy (including cure and offset rights) arising out of or resulting from any prior landlord's act or omission;
- (ii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which the Tenant might have paid in advance for more than the current month to any prior landlord (including the Borrower), except in the event and to the extent that any such advance payment is required to be paid by the terms of the Lease;
- (iii) liable to refund or otherwise account to the Tenant for any security or other deposits not actually paid over to such new owner by the Borrower; or
- (iv) bound by any amendment or modification of the Lease made after the date of this Agreement without the Lender's consent to the extent such consent is required under the Mortgage; provided however, that (i) no consent is needed for (and Lender will be bound by) any lease amendment contemplated by the Lease or necessary to effectuate the terms of the Lease (for example, to document Tenant's exercise of an extension option or option to expand the Premises), (ii) Lender shall not unreasonably withhold, delay or condition

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its consent to such amendment and (iii) Landlord agrees to use commercially reasonable efforts to obtain any such consent from Lender.

3. **LENDER'S RIGHT TO CURE LEASE DEFAULTS.** Tenant will give Lender a copy of any notice of default issued by Tenant to Borrower under the Lease at the address of Lender as set forth above and will give Lender such time as is provided to Borrower under the Lease to cure such default or rectify such occurrence. Tenant will not, except in an emergency, be entitled to cancel the Lease, or abate or offset against the rent, or exercise any other right or remedy, until Lender has been given notice of default and an opportunity to cure the same as provided herein. The failure of Tenant to give any such notice to Lender will not be deemed a default hereunder or under the Lease, but no such notice will be deemed to have been given or effective as to Lender unless and until such notice is given to Lender in accordance with this Section. Lender must give Tenant at least thirty (30) days prior notice of any acquisition by Lender of Borrower's interest in the Lease.

4. **PAYMENTS TO OWNER OR LENDER.** Upon written notification to Tenant from Owner of attornment pursuant to Section 2 above or a notice from Lender demanding that rent and other payments be made to such party after a default by Borrower under the Mortgage, Borrower hereby authorizes and directs Tenant, notwithstanding any contrary instruction, direction, or assertion of Borrower, as landlord under the Lease, and Tenant hereby agrees, to pay to Owner or Lender, as the case may be, all payments due under the terms of the Lease commencing with the calendar month following receipt of such demand from Owner or Lender. As an inducement for Tenant's agreement to pay as aforesaid, Owner or Lender, as the case may be, must indemnify, defend, protect and hold Tenant harmless from any liability Tenant may suffer as a result of compliance with such party's written instructions to make such payment. Borrower, as landlord under the Lease, also hereby releases and discharges Tenant from any liability under the Lease with respect to any such payments paid to Owner or Lender after Tenant's receipt of any such notice and agrees that Tenant may rely on any such notice without duty to inquire, dispute, or challenge any such notice.

5. **BORROWER'S INDEMNITY.** If Tenant becomes a party to any litigation by reason of Lender's enforcement of any rights granted by the Mortgage and Tenant is not in default under the terms and conditions of the Lease so as to permit Borrower (as landlord under the Lease) thereunder to terminate the Lease, Borrower must indemnify, defend and hold Tenant harmless against any loss, damage, liability (or any claims in respect to the aforementioned), costs or expenses (including without limitation reasonable attorneys' fees) of whatever nature caused by or resulting from Lender's enforcement of the rights granted Lender under the Mortgage.

6. **SCOPE OF MORTGAGE.** Neither the Mortgage, the Assignment of Leases, nor any other security granted in connection with the Mortgage will extend to or be construed as subjecting in any manner to the lien thereof, any of "Tenant's Improvements" or "Tenant's Property" (as such terms are defined in the Lease) at any time furnished or installed by or for Tenant or Tenant's subtenants or licensees on the Premises regardless of the manner or mode of attachment thereof.

7. **CONFIRMATION OF MORTGAGE; RELEASE.** If Tenant requests in writing that Lender indicate whether the Mortgage has been released, terminated or satisfied, Lender must respond to such written request within thirty (30) business days of such request. If Lender fails to

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respond to such request within ten (10) days after a second request for such confirmation, then Lender will be deemed to have waived and forfeited Lender's rights to receive notice and cure defaults under this Agreement. Upon recording in the real property records where the Premises are located of a written full release, satisfaction or reconveyance of the Mortgage authorized by Lender, this Agreement will automatically terminate without the need for further action.

8. **AUTHORITY**. Each party warrants and represents to each other (for itself only) that (a) it has full capacity, right, power and authority to execute, deliver and perform this Agreement, and (b) all required actions and approvals therefor have been duly taken and obtained on behalf of such party.

9. **RECORDATION**. At Tenant's election, this Agreement, or a memorandum, notice or short form of this Agreement, may be recorded in the applicable real estate records and the parties will cooperate with the Tenant in effecting such recordation.

10. **AMENDMENT**. This Agreement may not be modified orally or in any manner other than by a written instrument signed by the parties hereto or their successors in interest.

11. **SUCCESSORS AND ASSIGNS**. This Agreement and each and every covenant, agreement and other provision hereof is binding upon and inures to the benefit of the parties hereto and their heirs, administrators, representatives, successors and assigns.

12. **CHOICE OF LAW**. This Agreement is made and executed under and in all respects is to be governed by and construed in accordance with the laws of the State where the Premises are located.

13. **CAPTIONS AND HEADINGS**. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular includes the plural, the plural includes the singular and the masculine, feminine and neuter are freely interchangeable.

14. **NOTICES**. Any notice which any party hereto may desire or may be required to give to any other party must be in writing to the addresses as set forth above, or to such other place any party hereto may designate by written notice, and such notice will be deemed to have been given as of the date such notice is (i) delivered to the party intended, (ii) delivered to the current address of the party intended, or (iii) rejected at the current address of the party intended, provided such notice was prepaid.

[SIGNATURE PAGES FOLLOWS]

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SIGNATURE PAGE TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

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

BORROWER

CSD KURTZEIN, LLC

By: *Richard Hulina*

Name: RICHARD HULINA

Title: MANAGING MEMBER

STATE OF IL

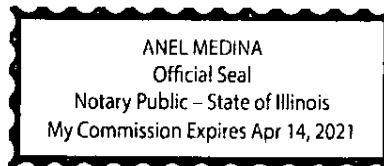
COUNTY Cook

The foregoing instrument was acknowledged before me this 24th day of April, 2017 by Richard Hulina as Managing Member of CSD Kurtzein, LLC, a corporation, on behalf of the corporation, who is personally known to me.

Anel Medina
Notary Public

Anel Medina
Printed Name of Notary Public

My Commission expires: 4/14/21



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SIGNATURE PAGE TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

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

TENANT

TARGET CORPORATION

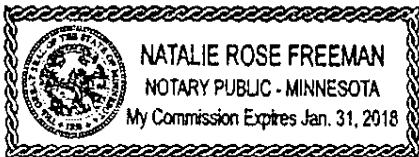
Name: *[Signature]*

Title: James L. Tucker
Sr. Director Real Estate
Target Corporation

STATE OF MINNESOTA

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 20th day of April, 2017, by James L. Tucker as Sr. Director of Target Corporation, a Minnesota corporation, on behalf of the corporation, who is personally known to me.



Natalie Freeman
Notary Public

Natalie Freeman
Printed Name of Notary Public

My Commission expires: 1/31/18

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SIGNATURE PAGE TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

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

LENDER

WINTRUST BANK, an Illinois banking corporation

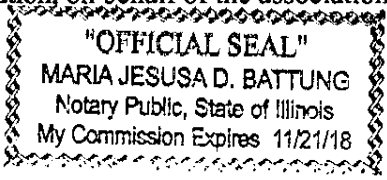
By: [Signature]

Name: Nick Koricanac

Title: VP

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 19th day of April, 2017, by Nick Koricanac as VP of WINTRUST BANK, a national banking association, on behalf of the association, who is personally known to me.



[Signature]
Notary Public
Maria Jesusa D. Battung
Printed Name of Notary Public

My Commission expires: 11/21/18

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EXHIBIT A

Legal Description of Property

North Retail Parcel

THAT PART OF TRACT 1, BEING A SINGLE TRACT OF PROPERTY COMPOSED OF THE FOLLOWING 3 PARCELS:

PARCEL 1: THE EAST HALF OF LOT 5 AND ALL OF LOTS 6 AND 7 (EXCEPT THE SOUTH 18-1/2 FEET OF SAID LOTS 5, 6 AND 7) IN BLOCK 1 IN WHAPLE'S SUBDIVISION; ALSO LOTS 9 AND 10 (EXCEPT THE SOUTH 18-1/2 FEET THEREOF) IN HOARD AND OTHERS' SUBDIVISION OF LOT 1 (EXCEPT THE NORTH 100.00 FEET THEREOF) IN NILES SUBDIVISION OF LOTS 10 TO 16, BOTH INCLUSIVE, AND THE WEST 13 FEET OF LOT 17 IN SKINNER'S SUBDIVISION, ALL OF ABOVE BEING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 1 AND 2 IN 1121-23 LAKE STREET BUILDING PARTNERSHIP SUBDIVISION, A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF A 15 FOOT WIDE PUBLIC ALLEY LYING NORTH OF LOTS 5 TO 10 INCLUSIVE, IN AND ESTABLISHED BY HOARD AND OTHERS' SUBDIVISION OF LOT 1 (EXCEPT THE NORTH 100 FEET THEREOF) IN NILES SUBDIVISION OF LOTS 10 TO 16 INCLUSIVE AND THE WEST 13 FEET OF LOT 17 OF SKINNERS SUBDIVISION OF LAND IN THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 1 IN 1121-23 LAKE STREET BUILDING PARTNERSHIP SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 1994 AS DOCUMENT NO. 94413163, ALL IN COOK COUNTY, ILLINOIS., LYING ABOVE AN ELEVATION OF 632.00 FEET, NORTH AMERICAN VERTICAL DATUM(1988), AND BELOW AN ELEVATION OF 648.10 FEET, NORTH AMERICAN VERTICAL DATUM(1988), DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 1; THENCE NORTH 88 DEGREES 31 MINUTES 02 SECONDS EAST ALONG THE SOUTH LINE OF SAID TRACT, 34.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 51 MINUTES

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05 SECONDS WEST, 30.39 FEET; THENCE NORTH 88 DEGREES 08 MINUTES 55 SECONDS EAST, 11.21 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 5.13 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 4.02 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 14.91 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 0.96 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 5.58 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 6.24 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 78.81 FEET; THENCE NORTH 88 DEGREES 08 MINUTES 55 SECONDS EAST, 7.20 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 21.45 FEET; THENCE NORTH 88 DEGREES 08 MINUTES 55 SECONDS EAST, 4.02 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 5.12 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 11.21 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 29.50 FEET; THENCE NORTH 88 DEGREES 08 MINUTES 55 SECONDS EAST, 137.68 FEET TO THE EAST LINE OF SAID TRACT 1; THENCE ALONG SAID EAST LINE THE FOLLOWING 3 COURSES: 1.) SOUTH 02 DEGREES 02 MINUTES 26 SECONDS EAST, 109.02 FEET, 2.) NORTH 87 DEGREES 53 MINUTES 19 SECONDS EAST, 13.83 FEET AND 3.) SOUTH 01 DEGREES 55 MINUTES 12 SECONDS EAST, 16.39 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 52 SECONDS WEST, 27.44 FEET; THENCE SOUTH 01 DEGREES 51 MINUTES 05 SECONDS EAST, 8.60 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 31.21 FEET; THENCE SOUTH 01 DEGREES 51 MINUTES 05 SECONDS EAST, 8.01 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 19.50 FEET; THENCE SOUTH 01 DEGREES 51 MINUTES 05 SECONDS EAST, 49.38 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 88 DEGREES 30 MINUTES 15 SECONDS WEST ALONG SAID SOUTH LINE, 71.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,407 SQUARE FEET, MORE OR LESS.

South Retail Parcel

THAT PART OF LOT 8 AND LOT 9 (EXCEPT THE SOUTH 92 FEET AND EXCEPT THE NORTH 18-1/2 FEET CONVEYED FOR STREET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING ABOVE AN ELEVATION OF 631.00 FEET, NORTH AMERICAN VERTICAL DATUM(1988), AND BELOW AN ELEVATION OF 646.33 FEET, NORTH AMERICAN VERTICAL DATUM(1988), DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 88 DEGREES 30 MINUTES 15 SECONDS EAST ALONG

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THE NORTH LINE OF SAID PROPERTY, 45.88 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 54.39 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 30 MINUTES 11 SECONDS EAST, 8.58 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 8.00 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 11 SECONDS EAST, 26.12 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 3.08 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 11 SECONDS EAST, 14.94 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 8.46 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 11 SECONDS WEST A DISTANCE OF 0.28 FEET THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 28.93 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 11 SECONDS WEST, 6.67 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 0.68 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 11 SECONDS WEST, 33.97 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 9.67 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 11 SECONDS WEST, 8.72 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 49 SECONDS WEST, 58.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,137 SQUARE FEET, MORE OR LESS.

Future Retail Parcel

THAT PART OF LOT 8 AND LOT 9 (EXCEPT THE SOUTH 92 FEET AND EXCEPT THE NORTH 18-1/2 FEET CONVEYED FOR STREET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING ABOVE AND ELEVATION OF 631.00 FEET, NORTH AMERICAN VERTICAL DATUM(1988), AND BELOW AN ELEVATION OF 646.33 FEET, NORTH AMERICAN VERTICAL DATUM(1988), DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 88 DEGREES 27 MINUTES 26 SECONDS EAST ALONG THE SOUTH LINE OF SAID PROPERTY, 44.52 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 49 SECONDS WEST, 18.49 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 29 MINUTES 49 SECONDS WEST, 38.96 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 11 SECONDS EAST, 28.27 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 38.96 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 11 SECONDS WEST, 28.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,102 SQUARE FEET, MORE OR LESS.

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COOK COUNTY RECORDER OF DEEDS

Permanent Index Numbers:

16-07-124-036-0000
16-07-124-037-0000
16-07-124-039-0000
16-07-124-040-0000
16-07-125-025-0000
16-07-125-026-0000
16-07-125-029-0000
16-07-125-030-0000

Address of Property: 1129 Lake Street, 104 N. Maple Avenue and 106 N. Maple Avenue,
Village of Oak Park, Illinois, 60301

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COOK COUNTY RECORDER OF DEEDS