

# UNOFFICIAL COPY

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Doc# 1719816078 Fee \$80.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/17/2017 01:18 PM PG: 1 OF 15

This instrument was  
Prepared by:  
Hauselman, Rappin &  
Olswang, Ltd.  
29 E. Madison Street  
Suite 950  
Chicago, IL 60602

## LOAN MODIFICATION AGREEMENT

RE: LOAN NUMBER 84-20-01074

THIS LOAN MODIFICATION AGREEMENT ("Agreement") is dated as of the 12<sup>th</sup> day of July, 2017 by and among Chicago Title Land Trust Company as successor trustee to North Star Trust Company, not personally, but as trustee pursuant to a trust agreement dated as of February 25, 2009, and known as trust number 09-11425 (referred to herein as "Land Trust"), Jamgar LLC, an Illinois limited liability company, the beneficial owner of the Land Trust (referred to herein as "Beneficiary", and together with the Land Trust are referred to herein collectively as "Owner"), Lawrence B. Ordower (referred to herein as "Ordower"), Thomas R. Viere (referred to herein as "T. Viere"), and Roman L. Viere (referred to herein as "R. Viere"), (Ordower, T. Viere, and R. Viere are referred to herein collectively as "Guarantors"), and Community Investment Corporation (referred to herein as "Lender").

### WITNESSETH

WHEREAS, the Land Trust owns fee simple title to the real property and improvements legally described in Exhibit A hereto (the "Premises");

WHEREAS, Lender has previously made a loan to Owner in the original principal amount of FIVE MILLION and 00/100s (\$5,000,000.00) (the "Loan");

WHEREAS, the Loan is evidenced by a Three Year Adjustable Rate Loan Note (the "Note") dated March 11, 2009, and is secured by a Mortgage and Security Agreement with Collateral Assignment of Leases and Rents [RECOURSE] (the "Mortgage") of the date of the

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Note, recorded in the office of the Cook County Recorder of Deeds as document number 0909034078, on the real estate situated in the City of Chicago, County of Cook, State of Illinois (the "Premises"), legally described on Exhibit A, attached hereto and made a part hereof;

**WHEREAS**, the Loan is further secured by the Security Agreement and Assignment Of Interest In Land Trust [RECOURSE] (the "**Security Agreement**") of the Beneficiary, of the date of the Note;

**WHEREAS**, the Loan is further secured by the Guarantee (the "**Guarantee**") of the Guarantors, of the date of the Note;

**WHEREAS**, the Premises are subject to a Regulatory Agreement (the "**Regulatory Agreement**") dated April 12, 2007, between the Beneficiary and the City of Chicago, Illinois, recorded in the Office of the Cook County Recorder of Deeds as document number 0805618081

**WHEREAS**, the Owner and Guarantors hereby acknowledge and affirm that the principal amount of **\$3,847,936.92**, plus accrued interest, fees and costs remain unpaid under the Note as of July 6th, 2017;

**WHEREAS**, the Note, Mortgage, Security Agreement, Guarantee, Regulatory Agreement and any other documents executed by Owner, Beneficiary and Guarantors in connection with the Loan are hereby referred to as the "**Loan Documents**";

**WHEREAS**, the term "Liabilities" shall mean all liabilities, indebtedness and obligations of Owner, Beneficiary and Guarantors to the Lender, howsoever created, arising or evidenced, whether now existing or hereafter arising, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, primary or secondary, joint or several, whether existing or arising through discount, overdraft, purchase, direct loan, participation, operation of law, or otherwise, including, but not limited to, all liabilities, indebtedness and obligations of Owner, Beneficiary and Guarantors to the Lender pursuant to this Agreement, the Note, any letter of credit, any standby letter of credit or any of the Loan Documents and reasonable outside attorneys' and paralegals' fees or charges relating to the preparation of this Agreement, the Loan Documents and the enforcement of Lender's rights, remedies, powers and security interests under this Agreement and the Loan Documents, including, but not limited to, the drafting of any documents in the preparation and enforcement of the loans evidenced by the Loan;

**WHEREAS**, the Owner, Beneficiary and Guarantors acknowledge and confirm that they are obligated to pay all Liabilities, all without setoff, counterclaim or defenses;

**WHEREAS**, the Owner has requested that the Lender issue its Partial Release of Mortgage on Parcels 3 (4653-59 W. Jackson/305-09 S. Kilpatrick, Chicago, IL 60644) and 4 (4814-20 W. Monroe Street, Chicago, IL 60644), set forth on Exhibit A attached hereto and made a part hereof, and to modify the terms of the Loan, and the Lender has agreed to issue its

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Partial Release of Mortgage on Parcels 3 and 4, subject to the terms and conditions set forth in this Agreement, and provided that the Loan Documents, and any and all modifications thereof, and the liens of any of the foregoing, as amended hereby, shall have the same validity, priority and effect against all of the real and personal property to which said liens had immediately prior to the execution and delivery of this Agreement.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals, the mutual promises and covenants set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. INCORPORATION OF RECITALS/ DEFINED TERMS.** The Recitals set forth above are herein incorporated by this reference as though fully repeated hereunder and are hereby made a part of this Agreement. Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in this Agreement.

**2. CONDITIONS PRECEDENT TO MODIFICATION.** The following conditions must be fully satisfied on or before the execution of this Agreement by all of the parties, and prior to modification of Loan Documents as set forth below:

- (i) Owner shall pay to Lender the amount required to reduce the outstanding principal balance of the Loan to the sum of \$3,412,000.00, so long as the Lender receives satisfactory current appraisals that the mortgaged Parcels 1 (327 N. Pine St., Chicago, IL 60644), 2 (542 N. Pine St., Chicago, IL 60644), and 5 (4701-09 W. Maypole/225 N. Kilpatrick, Chicago, IL 60644), set forth on Exhibit A (the "Remaining Parcels"), have a current appraised value of no less than \$4,265,000.00; in the event that the total amounts of the appraisals of the Remaining Parcels are less than \$4,265,000.00, the Owner shall pay to Lender any additional amount required to reduce the outstanding principal balance of the Loan to a sum no less than 80% of the Loan to the appraised value of said Parcels ;
- (ii) Owner shall pay to Lender a service fee of \$4,000.00, a construction inspection fee \$750.00, and the costs of the appraisals of the Remaining Parcels described in 2.(i) above;
- (iii) Owner shall satisfactorily complete the repairs at the Premises as set forth in its letter dated May 23, 2017 ; and

**3. LOAN MODIFICATIONS.**

- (i) The Note shall be modified to provide that monthly installments of principal and interest, in advance, in the amount of **\$16,627.23**, based upon a level amortization of 25 years from the date of this Agreement at the rate of

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Three And One Quarter Percent (3.25%), subject to adjustment as provided in the Note, shall be payable on the twentieth (20<sup>th</sup>) day of August, 2017, and on the twentieth (20<sup>th</sup>) of each month thereafter until the entire principal sum is repaid in full. The next Anniversary Date for the adjustment of the interest rate for this Loan is March 1, 2018. The Maturity Date for this Loan shall remain March 1, 2029; and

- (ii) Upon satisfaction of the payments and requirements of 2. above, the Lender will release, by issuance and delivery of a Partial Release, its Mortgage on Parcels 3 and 4.

4. **AFFIRMATION OF NOTE.** Owner and Guarantors hereby acknowledge and agree to pay and fully perform the obligations under the Note and other Loan Documents and acknowledge and agree that such indebtedness is owing to Lender and is enforceable against Owner in accordance with the terms of the Note, subject to no defenses, counterclaims, deductions or set-offs whatsoever. Nothing contained in this Agreement, or the transactions contemplated hereby, shall be deemed or construed to be a consent to or a waiver of any breach or default in the performance by Owner and Guarantors of their obligations to Lender, whether evidenced by the Note, Guarantee, other Loan Documents, or otherwise, nor shall Lender be impaired or limited in its ability to fully and completely enforce any and all of the rights and remedies presently available to it under the Loan Documents for a breach of obligations as required therein as may exist subsequent to the time of the making of this Agreement.

5. **EXPENSES.** Owner shall be solely responsible for any and all costs, expenses, fees, charges, taxes, recording fees of whatever kind and nature, including attorneys' fees and costs, incurred by Lender in connection with this Agreement.

6. **INTENT OF PARTIES.** Owner and Guarantors acknowledge and agree that the liens evidenced by the Loan Documents shall in no way be deemed to or have been subordinated, released, modified, terminated, or otherwise affected by this Agreement, it being understood by the parties hereto that the liens of said documents shall continue in full force and effect, and are to have the same validity, priority and effect that they had immediately prior to the execution of this Agreement and the documents and instruments executed and delivered pursuant to this Agreement, and shall survive and not be merged into the execution and delivery of this Agreement or any of the documents and instruments to be executed pursuant to this Agreement, without interruption; and that Lender has fulfilled any and all of Lender's obligations under the Loan Documents to date. Owner and Guarantors hereby release and hold Lender harmless from and against any and all claims, actions, lawsuits, damages, costs and expenses whatsoever, which Owner and Guarantors may have had or currently has against Lender in connection with or related to this Agreement, the Loan Documents, or the Loan evidenced thereby.

7. **EFFECT OF AGREEMENT.** Except as specifically amended or modified by the terms of this Agreement, all terms and provisions of each of the Loan Documents shall remain in full force and effect. The provisions of this Agreement shall govern and control in the event of any

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conflict with the provisions of any of the Loan Documents. Owner and Guarantors acknowledge and agree that all of their covenants, representations, warranties and agreements set forth in the Loan Documents are and remain in full force and effect. A default by Owner in the performance of their obligations under this Agreement shall constitute an event of default under the Note and the other Loan Documents, and in such event Lender shall be entitled to exercise any and all of its rights and remedies as set forth in the Note and the other Loan Documents.

8. **RELEASE.** Owner and Guarantors do hereby each release Lender and its officers, directors, employees, agents, attorneys, personal representatives, successors, predecessors and assigns from all manner of actions, cause and causes of action, suits, deaths, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity, and particularly, without limiting the generality of the foregoing, in connection with the Loan Documents and any agreements, documents and instruments relating to the Loan Documents and the administration of the Loan Documents and the Liabilities (collectively, the "Claims"), which Owner and Guarantors now have against the Lender or ever had, or which might be asserted by Owner and Guarantors' heirs, executors, administrators, representatives, agents, successors, or assigns based on any Claims which exist on or at any time prior to the date of this Agreement. Owner and Guarantors expressly acknowledge and agree that they have been advised by counsel in connection with this Agreement and that they each understand that this Paragraph constitutes a general release of the Lender and that Owner and Guarantors intend to be fully and legally bound by the same. Owner and Guarantors hereby waive any and all Claims and defenses Owner and Guarantors have against Lender in any manner whatsoever, including, but not limited to, relating to the Loan, the Loan Documents, the Liabilities and the administration of the Loan Documents and the Liabilities. Owner and Guarantors further expressly acknowledge and agree that this general release and waiver shall have full force and effect notwithstanding the occurrence of a default pursuant to this Agreement or under the Loan Documents.

9. **COUNTERPART SIGNATURES.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**- SIGNATURE PAGES ATTACHED-**

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

**LAND TRUSTEE: CHICAGO TITLE LAND TRUST COMPANY, Trust #09-11426** not personally or individually, but solely as Trustee as aforesaid

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**BENEFICIARY: JAMGAR LLC, AN ILLINOIS LIMITED LIABILITY COMPANY**

BY: *Lawrence B. Ordower*  
LAWRENCE B. ORDOWER, MANAGER

BY: *Roman L. Viere*  
ROMAN L. VIERE, MANAGER

BY: *Thomas R. Viere*  
TRUSTEE OF THOMAS R. VIERE, "B" TRUST, MANAGER

**GUARANTOR :**

*Lawrence B. Ordower*  
LAWRENCE B. ORDOWER

**GUARANTOR:**

*Thomas R. Viere*  
THOMAS R. VIERE

**GUARANTOR:**

*Roman Viere*  
ROMAN VIERE

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

**LAND TRUSTEE: CHICAGO TITLE LAND TRUST COMPANY, Trust #09-11426** not personally or individually, but solely as Trustee as aforesaid

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**BENEFICIARY: JAMGAR LLC, AN ILLINOIS LIMITED LIABILITY COMPANY**

BY: \_\_\_\_\_  
LAWRENCE B. ORDOWER, MANAGER

BY: \_\_\_\_\_  
ROMAN L. VIERE, MANAGER

BY: \_\_\_\_\_  
TRUSTEE OF THOMAS R. VIERE, "B" TRUST, MANAGER

**GUARANTOR :**

\_\_\_\_\_  
LAWRENCE B. ORDOWER

**GUARANTOR:**

\_\_\_\_\_  
THOMAS R. VIERE

**GUARANTOR:**

\_\_\_\_\_  
ROMAN VIERE

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**LENDER: COMMUNITY INVESTMENT CORPORATION**

BY:  \_\_\_\_\_  
JOHN CRANE

ITS: SENIOR VICE-PRESIDENT

Property of Cook County Clerk's Office

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

COOK  
COUNTY



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STATE OF ILLINOIS            )  
   )§.  
 COUNTY OF COOK            )

[BENEFICIARY GUARANTOR]

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that: **LAWRENCE B. ORDOWER, MANAGER of JAMGAR LLC., AN ILLINOIS LIMITED LIABILITY COMPANY, AND GUARANTOR** is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such **MANAGER AND GUARANTOR**, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary acts, and as the free and voluntary act of said **JAMGAR LLC., AN ILLINOIS LIABILITY COMPANY**, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 1<sup>st</sup> DAY OF JULY, 2017.

*Beve Fyfe*  
 \_\_\_\_\_  
 Notary Public



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STATE OF ILLINOIS )  
 )§.  
COUNTY OF COOK )

[BENEFICIARY GUARANTOR]

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that: **ROMAN L. VIERE, MANAGER of JAMGAR LLC., AN ILLINOIS LIMITED LIABILITY COMPANY, AND GUARANTOR** is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such **MANAGER AND GUARANTOR**, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary acts, and as the free and voluntary act of said **JAMGAR LLC., AN ILLINOIS LIABILITY COMPANY**, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 1st DAY OF JULY, 2017.

Beye Fyfe  
Notary Public



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STATE OF ILLINOIS    )  
                                  )§.  
COUNTY OF COOK    )

[BENEFICIARY]

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that: Thomas R. Viere, **TRUSTEE OF THOMAS R. VIERE B. TRUST, MANAGER of JAMGAR LLC., AN ILLINOIS LIMITED LIABILITY COMPANY**, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such **MANAGER**, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary acts, and as the free and voluntary act of said **JAMGAR LLC., AN ILLINOIS LIABILITY COMPANY**, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 1st DAY OF JULY, 2017.

Beve Elyse  
Notary Public



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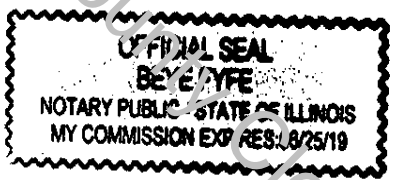
STATE OF ILLINOIS        )  
  )§.  
COUNTY OF COOK        )

[GUARANTOR]

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that: **THOMAS R. VIERE**, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such **GUARANTOR**, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary acts for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 1st DAY OF JULY, 2017.

*Baye Fyfe*  
\_\_\_\_\_  
Notary Public



# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 )§.  
COUNTY OF COOK )

[LENDER]

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that: **JOHN CRANE, SENIOR VICE-PRESIDENT OF COMMUNITY INVESTMENT CORPORATION**, is personally known to me to be the same person whose name is subscribed to the foregoing appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary acts, and as the free and voluntary act of said **COMMUNITY INVESTMENT CORPORATION** for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 11<sup>th</sup> DAY OF July, 2016.

Monica Kirby  
Notary Public

My commission expires: 8/2/17



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## LEGAL DESCRIPTION

**PARCEL 1:**

LOTS 10 AND 11 IN CRAFT'S SUBDIVISION OF THE NORTH 380.75 FEET OF THE WEST ½ OF BLOCK 2 IN FRINK'S RESUBDIVISION OF THE NORTH 36 ¼ ACRES OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 8 AND THE NORTH 36 ¼ ACRES OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 327 N. PINE STREET, CHICAGO, IL 60644

PERMANENT INDEX NUMBER: 16-09-301-007-0000

**PARCEL 2:**

THE NORTH 49 FEET OF LOT 3 IN BLOCK 2 IN MERRICK'S SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, COMPRISING THE EAST PART OF AUSTINVILLE, BEING AUSTIN AND MERRICK'S SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ½ OF SECTION 8 AND WEST ½ OF THE NORTH WEST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 542 N. PINE STREET, CHICAGO, IL 60644

PERMANENT INDEX NUMBER: 16-09-114-027-0000

**PARCEL 3:**

LOTS 1 THROUGH 4 IN BLOCK 24 IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH ½ OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 4701-09 W. MAYPOLE/220 N. KILPATRICK,  
CHICAGO, IL 60644

PERMANENT INDEX NUMBER: 16-10-318-014-0000

**UNOFFICIAL COPY****EXHIBIT A  
LEGAL DESCRIPTION****PARCEL 1:**

LOTS 10 AND 11 IN CRAFT'S SUBDIVISION OF THE NORTH 380.75 FEET OF THE WEST ¼ OF BLOCK 2 IN FRINK'S RESUBDIVISION OF THE NORTH 36 ¼ ACRES OF THE EAST ¼ OF THE SOUTHEAST ¼ OF SECTION 8 AND THE NORTH 36 ¼ ACRES OF THE WEST ¼ OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 327 N. PINE STREET, CHICAGO, IL 60644

PERMANENT INDEX NUMBER: 16-09-301-007-0000

**PARCEL 2:**

THE NORTH 40 FEET OF LOT 3 IN BLOCK 2 IN MERRICK'S SUBDIVISION OF THE WEST ¼ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, COMPRISING THE EAST PART OF AUSTINVILLE, BEING AUSTIN AND MERRICK'S SUBDIVISION OF THE EAST ¼ OF THE NORTHEAST ¼ OF SECTION 8 AND WEST ¼ OF THE NORTH WEST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 542 N. PINE STREET, CHICAGO, IL 60644

PERMANENT INDEX NUMBER: 16-09-114-021-0000

**PARCEL 3:**

LOTS 1, 2 AND 3 IN BLOCK 1 IN HARVEY'S SUBDIVISION OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 4653-59 W. JACKSON STREET/305-09 S. KILPATRICK, CHICAGO, IL 60644

PROPERTY COMMONLY KNOWN AS: 16-15-113-001-0000

**PARCEL 4:**

LOTS 6, 7, 8 AND 9 IN BLOCK 1 IN D.G. DAVIS' SUBDIVISION OF LOTS 2 AND 3 IN SCHOOL TRUSTEES' SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 4814-20 W. MONROE STREET, CHICAGO, IL 60644

PERMANENT INDEX NUMBER: 16-16-202-047-0000

**PARCEL 5:**

LOTS 1 THROUGH 4 IN BLOCK 24 IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH ¼ OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 4701-09 W. MAYPOLE/220 N. KILPATRICK, CHICAGO, IL 60644

PERMANENT INDEX NUMBER: 16-10-318-014-0000