

# UNOFFICIAL COPY

Doc#. 1912633273 Fee: \$60.00  
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Date: 05/06/2019 10:57 AM Pg: 1 of 7

18CST280042V1P  
S. 646



## NEGATIVE PLEDGE AGREEMENT

PROPERTY ADDRESS: 2044 WESLEY AVE., EVANSTON, IL 60201

PROPERTY INDEX NUMBER: ~~10-13-203-021-0000; 10-13-203-024-0000; 10-13-204-021-0000;~~  
~~10-13-204-022-0000; 10-13-204-023-0000; 10-13-204-027-0000~~

LEGAL DESCRIPTION: SEE "EXHIBIT A" ATTACHED

PREPARED BY: Amy Hammer, Park Ridge Community Bank, 626 Talcott Road, P.O. Box 829,  
Park Ridge, IL 60068

AFTER RECORDING MAIL TO: Amy Hammer, Park Ridge Community Bank, 626 Talcott Road,  
P.O. Box 829, Park Ridge, IL 60068

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## NEGATIVE PLEDGE AGREEMENT

**Borrower:** TEMP CAPITAL INC., AN ILLINOIS CORPORATION  
(TIN: 82-2835619)  
JOHN CLEARY  
806 N. PEORIA ST., STE. 100  
CHICAGO, IL 60642

**Lender:** PARK RIDGE COMMUNITY BANK  
826 TALCOTT ROAD - P. O. BOX 829  
PARK RIDGE, IL 60068

THIS NEGATIVE PLEDGE AGREEMENT dated May 1, 2019, is made and executed between TEMP CAPITAL INC., AN ILLINOIS CORPORATION; and JOHN CLEARY ("Borrower") and PARK RIDGE COMMUNITY BANK ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement, and (B) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

**TERM.** This Agreement shall be effective as of May 1, 2019, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

**REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any indebtedness exists:

**Organization.** TEMP CAPITAL INC., AN ILLINOIS CORPORATION is a corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. TEMP CAPITAL INC., AN ILLINOIS CORPORATION is duly authorized to transact business in all other states in which TEMP CAPITAL INC., AN ILLINOIS CORPORATION is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which TEMP CAPITAL INC., AN ILLINOIS CORPORATION is doing business. Specifically, TEMP CAPITAL INC., AN ILLINOIS CORPORATION is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. TEMP CAPITAL INC., AN ILLINOIS CORPORATION has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. TEMP CAPITAL INC., AN ILLINOIS CORPORATION maintains an office at 806 N. PEORIA ST., STE. 100, CHICAGO, IL 60642. Unless TEMP CAPITAL INC., AN ILLINOIS CORPORATION has designated otherwise in writing, the principal office is the office at which TEMP CAPITAL INC., AN ILLINOIS CORPORATION keeps its books and records including its records concerning the Collateral. TEMP CAPITAL INC., AN ILLINOIS CORPORATION will notify Lender prior to any change in the location of TEMP CAPITAL INC., AN ILLINOIS CORPORATION's state of organization or any change in TEMP CAPITAL INC., AN ILLINOIS CORPORATION's name. TEMP CAPITAL INC., AN ILLINOIS CORPORATION shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to TEMP CAPITAL INC., AN ILLINOIS CORPORATION and TEMP CAPITAL INC., AN ILLINOIS CORPORATION's business activities.

JOHN CLEARY maintains an office at 806 N. PEORIA ST., STE. 100, CHICAGO, IL 60642. Unless JOHN CLEARY has designated otherwise in writing, the principal office is the office at which JOHN CLEARY keeps its books and records including its records concerning the Collateral. JOHN CLEARY will notify Lender prior to any change in the location of JOHN CLEARY's principal office address or any change in JOHN CLEARY's name. JOHN CLEARY shall do all things necessary to comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to JOHN CLEARY and JOHN CLEARY's business activities.

**Authorization.** Borrower's execution, delivery, and performance of this Agreement and all the Related Documents do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

**Financial Information.** Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

**Legal Effect.** This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

**Properties.** Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

**NEGATIVE COVENANTS.** Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

**Transfer and Liens.** Fail to continue to own all of Borrower's assets, except for routine transfers, use or depletion in the ordinary course of Borrower's business. Borrower agrees not to create or grant to any person, except Lender, any lien, security interest, encumbrance, cloud on title, mortgage, pledge or similar interest in the real property commonly known as 2044 Wesley Ave., Evanston, IL 60201. Borrower agrees not to sell, convey, grant, lease, give, contribute, assign, or otherwise transfer any of Borrower's assets, except for sales of inventory or leases of goods in the ordinary course of Borrower's business.

**Continuity of Operations.** (1) Engage in any business activities substantially different than those in which Borrower is presently engaged. (2) cease operations, liquidate, merge or restructure as a legal entity (whether by division or otherwise), consolidate with or acquire any other entity,

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## NEGATIVE PLEDGE AGREEMENT

change its name, convert to another type of entity or redomesticate, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) pay any dividends on Borrower's stock (other than dividends payable in its stock), provided, however that notwithstanding the foregoing, but only so long as no Event of Default has occurred and is continuing or would result from the payment of dividends, if Borrower is a "Subchapter S Corporation" (as defined in the Internal Revenue Code of 1986, as amended), Borrower may pay cash dividends on its stock to its shareholders from time to time in amounts necessary to enable the shareholders to pay income taxes and make estimated income tax payments to satisfy their liabilities under federal and state law which arise solely from their status as Shareholders of a Subchapter S Corporation because of their ownership of shares of Borrower's stock, or purchase or retire any of Borrower's outstanding shares or alter or amend Borrower's capital structure.

**Agreements.** Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

**CESSATION OF ADVANCES.** If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Borrower fails to make any payment when due under the Loan.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement 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 Borrower.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with any Loan.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement 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.

**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

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

**Change in Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**EFFECT OF AN EVENT OF DEFAULT.** If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. 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 Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

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



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**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement 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.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Illinois.

**Attorneys' Fees; Expenses.** Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

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

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

**Successors and Assigns.** All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

**Agreement.** The word "Agreement" means this Negative Pledge Agreement, as this Negative Pledge Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Negative Pledge Agreement from time to time.

**Borrower.** The word "Borrower" means TEMP CAPITAL INC., AN ILLINOIS CORPORATION, and JOHN CLEARY and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

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

**Grantor.** The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

**Lender.** The word "Lender" means PARK RIDGE COMMUNITY BANK, its successors and assigns.

**Loan.** The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

**Note.** The word "Note" means the Note dated May 1, 2019 and executed by TEMP CAPITAL INC., AN ILLINOIS CORPORATION; and JOHN CLEARY in the principal amount of \$166,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**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 Loan.

**Security Interest.** The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the



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## EXHIBIT A

Order No.: 18CST280042VH

For APN/Parcel ID(s): 10-13-204-021-0000, 10-13-204-022-0000, 10-13-204-023-0000, and

Parcel 1: Those parts of Lots 11 and 12 in Block 2 of Grant and Jackson's Addition to Evanston, and that part of vacated Jackson Street, bounded and described as follows. To Wit: beginning at the Southwesterly corner of said Lot 11; thence Easterly along the Southerly line of said Lot 11, a distance of 150 feet to the Southeasterly corner thereof; thence Northerly along the Easterly line of said Lots 11 and 12, a distance of 97 feet, more or less, to the Northerly line of Block 2; thence Westerly along said Northerly line of Block 2 to a line drawn Parallel to and distance of 32 feet Southerly measured radially from the center line of the most Southerly main track of the East WYE main tracks of the Mayfair to Evanston line, of the Chicago and Northwestern Railway Company, as said tracks are now located and established; thence Southwesterly Parallel with said centerline of the most Southerly main track to the centerline of said vacated Jackson Street; thence Southerly along said centerline of vacated Jackson Street, to the Southerly line of vacated Jackson Street, said Southerly line of vacated Jackson Street extending Southwesterly in a straight line from said Southwesterly corner of Lot 11 in Block 2 to a point on the East line of Block 3 of Grant and Jackson's Addition to Evanston, said point being distant 152 feet Northerly from the Southeast corner of Block 3; thence Northeasterly along said Southerly line of vacated Jackson Street to the point of beginning, in the Northeast 1/4 of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: that part of Lots 11 and 12 in Block 2 in Grant & Jackson's Addition to Evanston, Lots 6, 7, 8, 9 and 10 in Block 1 in Doyle's Addition to Evanston, vacated Jackson Avenue, and the vacated alleys in said Block 1 in Doyle's Addition to Evanston, all being bounded and described as follows; commencing at the Southeast corner of Block 3 in Grant and Jackson's Addition to Evanston; thence Westerly along the South line of said Block 3 a distance of 71.82 feet; thence Northeasterly along a line forming an angle of 65 Degrees 25 Minutes 30 Seconds, measured Counterclockwise from the last described course, a distance of 150.20 feet; thence continuing Northeasterly along a line forming an angle of 167 Degrees and 40 Minutes, measured Counterclockwise from the last described course, a distance of 26.26 feet, more or less, to a point on the East line of said Block 3 distant 157 feet, more or less, Northerly from the Southeast corner of said Block 3, said point being the point of beginning of the parcel of Land herein described; thence Southerly along said East line of Block 3 a distance of 5 feet, more or less, to a point distant 152 feet Northerly from the Southeast corner of said Block 3; thence Northeasterly along a straight line a distance of 45 feet, more or less, to a point on the Southerly extension of the centerline of vacated Jackson Avenue, said straight line being drawn from the last described point on the East line of said Block 3 to the Southwest corner of Lot 11 in Block 2 in Grant and Jackson's Addition to Evanston; thence Northerly along said centerline of vacated Jackson Avenue, extended, a distance of 20 feet, more or less, to a point on a line drawn Parallel with and distant 32 feet Southerly, measured radially, from the centerline of the most Southerly main track (now removed) of the East WYE tracks of the Mayfair to Evanston line of the Chicago and Northwestern Transportation Company, as said main track was previously located; thence Northeasterly Parallel with said centerline of the most Southerly main track a distance of 195 feet, more or less, to a point on the North line of said Block 2 in Grant and Jackson's Addition to Evanston; thence Easterly along said North line of Block 2, and the Easterly extension thereof, a distance of 310 feet, more or less, to a point on the South line of Lot 8 in Block 1 in Doyle's Addition to Evanston, distant 19 feet Westerly from the most Easterly corner of said Block 1, said point being also the Southwest corner of that certain parcel of Land dedicated for public street by Plat dated February 2, 1935 and recorded April 1, 1936, as document number

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## EXHIBIT A

(continued)

11785127; thence Northwesterly along the Southwesterly line of said parcel dedicated for street purposes, a distance of 101 feet, more or less, to a point distant 91.5 feet Southeasterly, measured at right angles, from the Northwest line of Lot 6 in Block 1 in Doyle's Addition to Evanston; thence Southwesterly Parallel with said Northwest line of Lot 6 a distance of 32 feet, more or less, to a point distant 28 feet Northerly, measured radially, from the centerline of the most Northerly main track (now removed) of said Chicago and Northwestern Transportation Company's East WYE tracks; thence Westerly Parallel with said main track centerline a distance of 380 feet, more or less, to a point on the East line of vacated Jackson Avenue; thence Southwesterly along a straight line a distance of 165 feet, more or less, to the point of beginning, in the Northeast 1/4 of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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