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Record and return to:
Madison Title Agency, LLC
1125 Ocean Avenue
Lakewood, NJ 08701
MTA 140676B



Doc# 2118846067 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/07/2021 04:15 PM PG: 1 OF 14

Recording Requested By
And When Recorded Mail To:

Capital Funding, LLC
1422 Clarkview Road
Baltimore, Maryland 21209
Attention: Stephanie Jenifer

SUBORDINATION AND ATTORNMENT AGREEMENT

UPTOWN PROPERTY LLC,
a Delaware limited liability company
(as Landlord)

CAPITAL FUNDING, LLC
a Maryland limited liability company
(as Agent)

UPTOWN CARE AND REHABILITATION CENTER LLC,
a Delaware limited liability company
(as Operator)

Dated: June 29, 2021

UPTOWN HEALTH CENTER
4920 North Kenmore Ave, Chicago, IL 60640

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SUBORDINATION AND ATTORNMEN T AGREEMENT

NOTICE: THE SUBORDINATION PROVIDED FOR IN THIS AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE INTEREST CREATED BY SOME OTHER OR LATER INSTRUMENT.

THIS SUBORDINATION AND ATTORNMEN T AGREEMENT (this "Agreement"), dated June 29, 2021, is made by and among UPTOWN PROPERTY LLC, a Delaware limited liability company ("Landlord"), as landlord under the lease hereinafter described, and UPTOWN CARE AND REHABILITATION CENTER LLC, a Delaware limited liability company ("Operator"), in favor of CAPITAL FUNDING, LLC, a Maryland limited liability company (together with its successors and assigns, "Agent"), in its capacity as collateral and administrative agent for certain Lenders (defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Lease Agreement made as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Lease") by and between Landlord (as landlord) and Operator (as tenant), Operator has leased from Landlord, for the term and upon the conditions set forth therein, certain improved real property (the "Real Property") located in the City of Chicago, State of Illinois with a legal description as set forth in Exhibit A attached hereto and incorporated herein by this reference, and covering the improvements situated thereon (the "Improvements" and together with the Real Property, the "Property");

WHEREAS, Landlord is indebted to the Lenders for a loan by Lenders to Landlord in the principal amount of Fifty-Five Million Five Hundred Forty-Four Thousand Six Hundred Five and No/100 Dollars (\$55,544,605.00) (the "Loan"), which Loan is made pursuant to that certain Loan Agreement, dated as of the date hereof, among Landlord, certain other parties thereto as the other "Borrowers" (together with Landlord, each individually and collectively, "Borrower") various financial institutions as are, or may from time to time become, parties thereto as lenders (collectively, "Lenders") and Agent (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"), and is evidenced by one or more Promissory Notes dated as of the date hereof, made by Borrower in favor of Lenders (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the "Note"), in the aggregate principal amount of the Loan. The Note is secured by, among other things, a Mortgage, Security Agreement and Fixture Filing covering the Property and other property described therein (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Instrument") and an Assignment of Rents and Leases (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Assignment of Rents"), each dated as of the date hereof and made by Landlord in favor of Agent, as agent for Lenders, and to be recorded with the Recorder of Deeds of Cook County, Illinois and by the other Loan Documents. The Loan Documents require the Lease to be subject to and subordinate to the Loan Documents. Operator will benefit from the making of the Loan and desires Landlord to secure the Loan and to

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subordinate the Lease. Capitalized terms used herein without definition will have the meanings ascribed to such terms in the Loan Agreement; and

WHEREAS, the parties hereto now desire to enter into this Agreement to establish certain rights and obligations with respect to their interests, and to provide for various contingencies as hereinafter set forth.

NOW, THEREFORE, in consideration for the foregoing recitals which are incorporated in the following agreement by this reference and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual benefits to accrue to the parties hereto, it is hereby declared, understood and agreed that the Lease, all terms and conditions set forth in the Lease, the leasehold interests and estates created thereby, and the priorities, rights, privileges and powers of Operator and Landlord thereunder shall be and the same are hereby, and with full knowledge and understanding of the effect thereof, unconditionally made subject and subordinate to the lien and charge of the Security Instrument and the Loan Documents, all terms and conditions contained therein, any renewals, extensions, modifications or replacements thereof, and the rights, privileges and powers of the trustee and Agent thereunder, and shall hereafter be junior and inferior to the lien and charge of the Security Instrument and the Loan Documents. The parties further agree as follows:

1. It is expressly understood and agreed that this Agreement shall supersede, to the extent inconsistent herewith, the provisions of the Lease relating to the subordination of the Lease and the leasehold interests and estates created thereby to the lien or charge of the Security Instrument.

2. Agent and Lenders consent to the Lease.

3. In the event Agent, any Lender or any other purchaser at a foreclosure sale or sale under private power contained in the Security Instrument, or by acceptance of a deed in lieu of foreclosure, succeeds to the interest of Landlord (collectively, a "Transferee") under the Lease by reason of any foreclosure of the Security Instrument or the acceptance by Agent or any Lender of a deed in lieu of foreclosure, or by any other manner (a "Triggering Event"), it is agreed that such Transferee may terminate the Lease, and all of the rights of Operator thereunder, effective upon ten (10) days prior written notice to Operator (a "Termination Notice"). In the event the Transferee does not give Operator a Termination Notice pursuant to this Section 3, and notwithstanding the subordination of the Lease provided for hereinabove:

(a) Operator shall be bound to such Lender, Agent or such other purchaser under all of the terms, covenants and conditions of the Lease for the remaining balance of the term thereof, with the same force and effect as if such Lender, Agent or such other purchaser were the lessor under such Lease, and Operator does hereby agree to attorn to such Lender, Agent or such other purchaser as its lessor, such attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties to this Agreement,

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immediately upon Lender, Agent or such other purchaser succeeding to the interest of Landlord under the Lease.

(b) Subject to the observance and performance by Operator of all the terms, covenants and conditions of the Lease on the part of the Operator to be observed and performed, Lenders, Agent or such other purchaser shall recognize the leasehold estate of Operator under all of the terms, covenants and conditions of the Lease for the remaining balance of the term (as the same may be extended in accordance with the provisions of the Lease) with the same force and effect as if such Lender, Agent or such other purchaser were the lessor under the Lease and the Lease shall remain in full force and effect and shall not be terminated, except in accordance with the terms of the Lease or this Agreement; provided, however, that such Lender, Agent or such other purchaser shall not be (i) liable for any act or omission of Landlord or any other prior lessor under the Lease, (ii) obligated to cure any defaults of Landlord or any other prior landlord under the Lease which occurred prior to the time that such Lender, Agent or such other purchaser succeeded to the interest of Landlord or any other prior lessor under the Lease, (iii) subject to any offsets, claims, credits or defenses which Operator may be entitled to assert against Landlord or any other prior lessor, (iv) bound by any payment of rent or additional rent by Operator to Landlord or any other prior lessor for more than one (1) month in advance, (v) bound by any amendment or modification of the Lease made without the written consent of Agent or such other purchaser, or (vi) liable or responsible for or with respect to the retention, application and/or return to Operator of any security deposit paid to Landlord or any other prior landlord, whether or not still held by Landlord, unless and until Lenders, Agent or such other purchaser has actually received for its own account as lessor the full amount of such security deposit.

4. Operator hereby agrees that it will not exercise any right granted it under the Lease, or which it might otherwise have under applicable law, to terminate the Lease on account of a default of Landlord thereunder or the occurrence of any other event without first giving to Agent prior written notice of its intent to terminate, which notice shall include a statement of the default or event on which such intent to terminate is based. Thereafter, Operator shall not take any action to terminate the Lease if Agent (i) within thirty (30) days after service of such written notice on Agent by Operator of its intention to terminate the Lease, shall cure such default or event if the same can be cured by the payment or expenditure of money, or (ii) shall diligently take action to obtain possession of the leased premises (including possession by receiver) and to cure such default or event in the case of a default or event which cannot be cured unless and until Agent has obtained possession, but in no event to exceed ninety (90) days after service of such written notice on Agent by Operator of its intention to terminate.

5. For the purposes of facilitating Lenders' and Agent's rights hereunder, Agent shall have, and for such purposes is hereby granted by Operator and Landlord, pursuant to the terms of the Loan Agreement, the right to enter upon the Property and the Improvements thereon for the purpose of effectuating any such cure.

6. Operator hereby agrees to give to Agent concurrently with the giving of any notice of default under the Lease, a copy of such notice by mailing the same to Agent in the manner set

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forth hereinbelow, and no such notice given to Landlord which is not at or about the same time also given to Agent shall be valid or effective against Agent for any purpose.

7. (a) Operator hereby grants Agent, for its benefit and the benefit of Lenders, its successors and assigns, a continuing security interest in the “Collateral” (as defined below) to secure the full payment and performance of all obligations and liabilities of Operator hereunder and of Landlord under the Note, the Loan Agreement, the Security Instrument, and all other agreements, documents and instruments securing or relating to the Loan, which are collectively referred herein as the “Loan Documents”.

(b) The “Collateral” means “all-assets” of the Operator, and includes all of the following, whether now owned or hereafter existing or arising: (i) the facility license (the “License”) for the skilled nursing facility operated by Operator upon the Property (the “SNF”); (ii) all Medicare and Medicaid provider agreements associated with the operation of the SNF (the “Provider Agreements”) whether now or hereafter in effect and all rights to payment thereunder; (iii) the Certificates of Need, if any, with respect to the SNF together with all replacements or proceeds thereof; (iv) all of Operator’s deposit accounts, as such term is defined in the Uniform Commercial Code; (v) all subleases, licenses, concessions, residency agreements, occupancy agreements and other agreements for the use or occupancy made or agreed to by Operator, and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to all or any part of Operator’s leasehold interest in the Property, or any possessory interest therein, whether such subleases or other agreements have been heretofore or are hereafter made or agreed to, and all rents, issues and profits and any other payments by any and all residents, patients or other sub-lessees or any third-party insurer which may hereafter become due pursuant to any such agreements or subleases, and any and all moneys, awards or other payments made or payable by any and all residents, patients or sub-lessees or any third-party insurer in lieu of rent, including, but not limited to, any damages which may hereafter become due pursuant to any such subleases or other agreements; (vi) all inventories of food, beverages and other comestibles held by Operator for sale or use at the Property and soap, paper supplies, medical supplies, drugs and all other such goods, wares and merchandise held by Operator for sale to or consumption by residents, guests or patients of the SNF and all such other goods returned to or repossessed by Operator; (vii) all licenses, permits and certificates used or useful in connection with the leasing, operation, use or occupancy of the Property and/or the SNF, including, without limitation, business licenses, state health department licenses, food service licenses, licenses to conduct business, certificates of need, air quality permits, software licenses; (viii) all of Operator’s goods, furniture, furnishings, objects of art, machinery, tools, supplies, appliances, general intangibles, contract rights, franchises, licenses, certificates, permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, whether tangible or intangible, other than fixtures, which are now or hereafter owned by Operator and which are located within or about the Property, together with all accessories, replacements and substitutions thereto or therefore and the proceeds thereof; (vi) any accounts including, without limitation health care insurance receivables, of or receivable by Operator arising from or relating to the Property or payments due to or to be made to Operator relating to the Property under or relating to: (a) the Provider Agreements, (b) agreements with or on behalf of patients or residents of the Property (c)

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other similar contracts relating to the Property (or any proceeds thereof) or (d) other rights of Operator to receive payment of any kind with respect to the Property (collectively, the "Accounts Receivable"); and (vii) any and all proceeds of each of the foregoing.

(c) Operator has good and marketable title to the Collateral, subject to no lien, mortgage, pledge, encroachment, zoning violation or encumbrance, other than Permitted Encumbrances. Notwithstanding the foregoing, Agent agrees that the Agent's lien on certain portions of the Collateral as set forth herein shall be subordinate to the AR Loan (defined in the Loan Agreement), pursuant to the terms of the AR Intercreditor Agreement (defined in the Loan Agreement).

(d) Pursuant to the terms of the Lease, Landlord may have a security interest in and to some or all of the Collateral of Operator. In order to induce Lenders to make the Loan to Landlord, Landlord hereby agrees that the priority and lien of Landlord's security interest in and to any or all of the Collateral is hereby subordinated, and made junior to the security interest of Agent in the Collateral, and any and all rights and interest of Landlord as a secured party with respect to the Collateral is and shall be for all purposes junior and subordinate to the rights and interest of Agent as a secured party in such Collateral as established by this Section 7. The foregoing subordination by Landlord is and shall be at all times effective, notwithstanding any action by Landlord under the Lease and/or the applicable provisions of the Uniform Commercial Code, as amended from time to time (the "UCC") regarding the grant, attachment, and/or perfection of Landlord's security interest in the Collateral, and/or the priorities that otherwise ordinarily would result under the UCC or other applicable law affecting the order of granting or perfection of security interests.

(e) Operator shall sign and deliver to Agent, or if Operator's signature is not required, Operator hereby authorizes Agent to file in all necessary governmental offices, one or more financing statements to perfect the security interests in the Collateral. Any such financing statement may describe the Collateral as "All assets of the Debtor wherever located, whether now owned or hereafter existing or hereafter acquired or arising, together with all proceeds thereof" or a similar description describing all assets or all personal property of Operator. Agent shall have all rights and remedies available to a secured party under the UCC. Until the earlier of full payment and performance of the Loan Obligations or expiration of the Lease term, Operator shall not pledge or otherwise grant a security interest in any of the Collateral to a third party (other than a Permitted Encumbrance) without Agent's and, to the extent required by any mortgage or other security instrument endorsed for insurance by HUD, the Commissioner's prior written consent. Operator acknowledges that Landlord has assigned its rights under the Lease to Agent as security for the Loan Obligations which are secured by the Security Instrument and that the security interest herein granted serves as security for the said loan. The provisions of this Section 7 shall be deemed to be a Security Agreement.

(f) Operator hereby acknowledges and agrees that all of the representations and warranties made in the Loan Agreement, to the extent they apply to Operator, are true and correct in all respects as of the date hereof, and shall remain true and correct in all material respects at all times

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throughout the term of the Loan. Operator agrees to comply in full with all covenants set forth in the Loan Agreement related to the Operator, including but not limited to delivery of items requested by Agent and/or HUD Lender in connection with its submission of the HUD application, delivery of financial reports, and compliance with the financial covenants that relate to the Operator.

(g) Each of the Loan Documents to which Operator is a party constitutes a valid and legally binding obligation of Operator, enforceable in accordance with its respective terms (except as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, or other laws relating to the rights of creditors generally and by general principles of equity) and does not, in any material respect, violate, conflict with, or constitute any default under any law, government regulation, decree, judgment, Operator's articles of organization or incorporation, partnership agreement/operating agreement or by-laws, as applicable, or any other agreement or instrument binding upon Operator.

(h) Single Purpose Entity. Operator is a Single Purpose Entity.

(i) No action or investigation is pending or threatened before or by any court or administrative agency which might result in any material adverse change in the financial condition, operations or prospects of Operator or any reduction of the reimbursement rate under the Reimbursement Contracts. Operator is not in violation of any agreement, the violation of which might reasonably be expected to have a material adverse effect on its business or assets. Operator is not in violation of any order, judgment, or decree of any court, or any statute or governmental regulation to which it is subject.

(j) Payment of Taxes and Property impositions. Operator has filed all federal, state, and local tax returns which it is required to file and has paid, or made adequate provision for the payment of, all taxes which are shown pursuant to such returns or are required to be shown thereon or to assessments received by Operator, including, without limitation, provider taxes. All such returns are complete and accurate in all respects. Operator has paid or made adequate provision for the payment of all applicable water and sewer charges, ground rents (if applicable) and Taxes with respect to the Property.

(k) Trade Names. Operator has not changed its legal name, been known by any other name or been a party to a merger, reorganization or similar transaction within the last five (5) years.

(l) Solvency. Operator is solvent for purposes of 11 U.S.C. §548, and the borrowing of the Loan will not render any Operator insolvent for purposes of 11 U.S.C. §548.

(m) Benefits and Information Sharing. All of the terms and provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Agent or Lenders may share with any Affiliates, any and all financial and other information about Operator obtained by Agent or any Lender in connection with the Loan, and the Operator hereby authorizes such information sharing. Operator acknowledges and agrees that such

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shared information may include "financial records" as defined in Section 1-301(c) of the Financial Institutions Article of the Code of Maryland.

(n) Assignments. Operator shall not assign, delegate or otherwise transfer any of its rights or other obligations hereunder or under any other Loan Document without the prior written consent of Agent and each Lender.

(o) In the event the working capital loan from Capital Finance LLC to Operator is prepaid before the Loan is paid in full, Operator agrees to deliver to Agent a fully executed Subordination Agreement from any manager or consultant engaged by Operator to provide management, consulting or back-office services related to the Facility in form approved by Agent within ten (10) days of the prepayment of the working capital loan.

(p) Operator hereby acknowledges and agrees that following the occurrence and during the continuation of an Event of Default under the Assignment of Rents or any of the other Loan Documents, Agent may require Operator to make rent payments under the Lease directly to Agent, for the benefit of Lenders. Operator covenants and agrees that upon receipt of written notice from Agent, Operator shall pay all Rents directly to Agent, for the benefit of Lenders, and not to Landlord or any other Person other than as directed by Agent, it being understood that a demand by Agent on the Operator for the payment of Rent shall be sufficient to warrant payment by Operator without the necessity of further consent by Landlord.

8. Subordination of Lease to Security Instrument and Regulatory Agreements and Regulation by HUD.

(a) The Lease and all estates, rights, options, liens and charges therein contained or created under the Lease are and shall be subject and subordinate to the lien of (i) the Security Instrument on the Landlord's interest in the Property in favor of Agent, its successors and assigns insofar as it affects the real and personal property comprising the Property (and not otherwise owned, leased or licensed by Operator) or located thereon or therein, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all advances made or to be made thereunder, to the full extent of amounts secured thereby and interest thereon, and (ii) any Regulatory Agreement that may be entered into between Operator and the U.S. Department of Housing and Urban Development ("HUD") to be recorded against the Property in connection with the HUD Financing (as defined in the Loan Agreement).

(b) The parties to the Lease agree to execute and deliver to Agent and/or HUD such other instrument or instruments as the Agent and/or HUD, or their respective successors or assigns, shall reasonably request to effect and/or confirm the subordination of the Lease to the lien of the Security Instrument and the above-described Regulatory Agreements. To the extent that any provision of the Lease shall be in conflict with the provisions of the Security Instrument, the Regulatory Agreements or any applicable section of Section 232 of the National Housing Act and/or the March 15, 2002 Multifamily Accelerated Processing (MAP) Guide provisions applicable to Section 232, the provisions of the Security Instrument, the Regulatory Agreements, such sections of Section 232 of the National Housing Act and/or the March 15, 2002 Multifamily

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Accelerated Processing (MAP) Guide provisions applicable to Section 232, as the case may be, shall be controlling.

9. Any notice or other communication required or permitted to be given by this Agreement or the other Loan Documents or by applicable law shall be in writing and shall be deemed received: (a) on the date delivered, if sent by hand delivery (to the person or department if one is specified below) with receipt acknowledged by the recipient thereof; (b) three (3) Business Days following the date deposited in U.S. mail, postage prepaid, certified or registered, with return receipt requested; or (c) one (1) Business Day following the date deposited with Federal Express or other national overnight carrier, and in each case addressed as follows:

If to Agent: Capital Funding, LLC
1422 Clarkview Road
Baltimore, Maryland 21209
Attention: Account Manager - Everest

With a copy to: Seyfarth Shaw LLP
560 Mission Street, Suite 3100
San Francisco, CA 94105
Attention: Robin S. Freeman

If to Landlord
or Operator: 457 Oak Glen Road
Howell, New Jersey 07731
Attention: Shalom Stein

With a copy to: Novack Burnbaum Crystal LLP
675 Third Avenue, 8th Floor
New York, NY 10017
Attention: Elliot Lee, Esq.

Any party may change its or its attorney address to another single address by notice given as herein provided, except any change of address notice must be actually received in order to be effective.

10. Operator covenants and agrees that it will not declare or pay any distributions to its shareholders, members or partners, as applicable, or purchase, redeem, retire, or otherwise acquire for value, any of its Stock or ownership interests now or hereafter outstanding, return any capital to its shareholders, members or partners as applicable, or make any distribution of assets to its shareholders, members or partners, as applicable, unless, (a) Operator is then in compliance with the Financial Covenants applicable to Operator under Section 4.12 of the Loan Agreement and is in compliance with the Lease and (b) the making of the distribution, purchase, redemption or return will not cause Operator to violate the Financial Covenants applicable to Operator under Section 4.12 of the Loan Agreement and will not cause an event of default under the Lease.

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11. Operator represents and warrants that (i) all financial statements heretofore or hereafter provided to Agent by or on behalf of Operator are and will be true and complete in all material respects as of their respective dates and fairly present the respective financial condition of Operator, and there are no material liabilities, direct or indirect, fixed or contingent, as of the respective dates of such statements which are not reflected therein or in the notes thereto or in a written certificate delivered with such statements; (ii) there has been no material adverse change in the financial condition, operations, or prospects of Operator since the dates of such statements except as fully disclosed in writing with the delivery of such statements; and (iii) all financial statements of the operations of the Facility hereafter provided to Agent will be true and complete in all material respects as of their respective dates, and to the best of Operator's knowledge, all such financial statements provided to Agent are true and correct in all material respects.

12. Operator warrants, represents and agrees that Operator is a single purpose entity that has not engaged and does not engage in any business other than the leasing and the operation of the Facility.

13. The agreements contained herein shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

14. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute a single instrument.

15. This Agreement shall, in all respects, be governed by and construed and interpreted in accordance with the laws of the State of Maryland.

16. Operator acknowledges and agrees that Landlord is and shall remain the owner of the furniture, fixtures and equipment in the SNF, which includes all furniture, fixtures and equipment required by all state and federal laws and regulations for (a) the operation of the SNF, (b) the maintenance of the License in good standing, and (c) certification to participate in the Medicare and Medicaid programs. Operator shall have no interest in such furniture, fixtures and equipment other than as tenant thereof for the term of the Lease or sooner termination thereof. Any and all repairs or replacements to the furniture, fixtures and equipment during the term of the Lease shall be the property of the Landlord, whether or not Operator has paid for such repairs or replacements.

[Signatures Begin on Following Page]

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EXHIBIT A

DESCRIPTION OF LAND

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Chicago, County of Cook, State of Illinois.

Lots 17, 18, 19 and 20 in Block 2 in Conarroe's Resubdivision of that Part of Argyle Lying South of the Center Line of Argyle Street in the South East Fractional 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

NOTE FOR INFORMATION: Being Parcel No. 14-08-410-018-0000, 14-08-410-019-0000, 14-08-410-020-0000, 14-08-410-021-0000, Tax Map of the City of Chicago, County of Cook.

NOTE FOR INFORMATION: Property address is 4920 North Kenmore Avenue, Chicago, IL

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