Doc#. 2210904351 Fee: \$98.00

Karen A. Yarbrough

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage (32)44 844-768-1713 Cook County Clerk

Date: 04/19/2022 10:48 AM Pg: 1 of 9

The property identified as:

PIN: 20-12-106-005-0000

Address:

Street: 5050 S. East End, Unit 1E

Street line 2:

City: Chicago State: IL ZIP Code: 60615

Lender: CrossCountry Mortgage, LLC, ISAOA/ATIMA

Borrower: Patricia L James

Loan / Mortgage Amount: \$179,100.00

This property is located within the program area and the transaction is exempt from the requiremants of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity or person.

Certificate number: E35034ED-A322-4BC5-ADC3-FBE3447B8037 Execution date: 1/7/2022

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Loan Number:71012111758417

LOAN SECURITY AGREEMENT

THIS AGREEMENT is made as of the 13th day of January, 2022, by and between

CrossCountry Mortgage, LLC Incorporated under the laws of Ohio

, and having an office at

6850 Miller Road, Brecksville, Ohio 44141 (the "Leader"), and Patricia L James

residing at 5050 S East End Ave Unit 1E, Chicago, IL 60615

(the "Debtor").

NEPRESENTATIONS OF DEBTOR

1. Debtor owns 315.000 share(s) of capital stock of Chippewa Apartments Association

(the "Corpora" on'), as evidenced by Certificate Number 305 of the Corporation (the "Stock") allocated to Aparum, t. E (the "Apartment"), in the building known as 5050 S East End Ave Unit 1E Chicago, IL 60015

and is the tenant under the oc myring proprietary lease (the "Lease") of the Apartment;

2. As evidenced by a note (2.5 "Note"), dated simultaneously with this Agreement, Debtor is obligated to pay to Lender the principal amount of \$1.79, 17.0.00, with interest as provided in the Note (which principal amount and interest and any sums advanced by Lender nursuant to the terms of this Agreement are called the "Debt").

Debtor hereby covenants and agrees as follows:

II. SECURITY

Debtor has simultaneously, with this Agreement, Appealed with Lender the Stock and the Lease and as security for the payment of the Debt, Debtor hereby pledges and grants to Lender's security interest in, and a general lien upon, said Stock and Lease and all personal property and fixtures (other than ho scholl furniture and furnishings) together with all proceeds, additions and substitutions, of Debtor now and hereafter attacked to or used in connection with, the Apartment (collectively called the "Security").

III. COLLATERAL

Debtor has simultaneously with the execution and delivery of this Security Agreement and as security for payment of the Note, deposited with Lender the following collateral of and for this Security Agreement ("the Collateral"), together with all profits and proceeds thereof:

- Pledged Stock. The Borrower's shares of the Corporation evidenced or to be evidenced by certificate(s) for the shares
 as above referenced ("Pledged Stock"); and
- 2. <u>Proprietary Lease</u>. The Proprietary lease for the property apportaining to the pledged fine it, together with all fixtures, articles of personal property and appurtenances now or hereafter attached to or used in connection with the property, and all condemnation end insurance awards thereunder.
- 3. <u>Distribution</u>. Any distributions of capital with respect to the Pledged Stock and any securities issued as dividends on the Pledged Stock.
 - 4. Additions and Replacements. All accessions or additions to, substitutions for or replacements of the Collisional.

IV. DEFAULTS

The whole of the Debt shall become due at the option of Lender upon the occurrence of any of the following events of default:

- 1. FAILURE TO PAY. Debtor fails to make any payments required under the Note within thirty (30) days after the date the payment becomes due; or
- DEFAULT UNDER LEASE. Debtor does not cure any default under the Lease within the time periods, if any, specified in the Lease or if no time so specified within a reasonable time; or
- CANCELLATION, SURRENDER OR ASSIGNMENT OF LEASE. At any time prior to payment in full of the
 obligations under the Note, Debtor attempts to cancel, surrender, sublet or assign the Lease or the Corporation gives notice that
 the Lease is to be cancelled or terminated; or
- SALE, TRANSFER, OR GRANT OF SECURITY INTEREST IN STOCK OR PROPRIETARY LEASE. The
 borrower sells, transfers, or assigns or grants a further security interest in the Pledged Stock or the Proprietary Lease, whether
 voluntarily, or involuntarily; or
- 5. FAILURE TO DELIVER SECURITY INSTRUMENTS, Debtor fails to execute and deliver any instrument required by Lender to perfect or protect its security interest in the Security or to pay any filing or recording fees owing in connection with the perfection of the security interest; or
- 6. FAILURE TO SIGN ADDITIONAL DOCUMENTS; PAY FEES. The Borrower fails to execute and deliver any instrument required by Lender to perfect and protect its security interest in the Collateral or to pay any filing or recording fees owing in connection with the perfection of the security interest and any fees or disbursements including but not limited to those of Lender's attorneys, incurred in connection with any thereof, within thirty (30) days of demand.
 - 7. CONFLICTING SECURITY INTEREST. Any other party establishes a security interest in the Security; or



8. INSOLVENCY, BANKRUPTCY, ETC. Debtor shall become insolvent (however such insolvency may be evidenced), commit any act of bankruptcy, or make a general assignment for the benefit of creditors, or any person shall attempt to enforce a judgement against Debtor or Debtor's property, or an insolvency proceeding under any bankruptcy or insolvency law shall be instituted against Debtor and such proceedings shall not be dismissed or vacated within thirty (30) days after its commencement; or any governmental authority or any court at the instance of any governmental authority shall take possession of or assume control over any substantial part of the property of Debtor, or a writ or order of attachment or garnishment shall be issued or made against array of the property of Debtor.

COOPERATIVE ASSESSMENTS. Failure to pay any regular or special assessment of the Corporation before the same becomes delinquent.

V. REMEDIES OF LENDER

SALE OF SECURITY. If an event of default has occurred, and is continuing, Lender may, in addition to any rights and remedies of a secured party under the Uniform Commercial Code, as in effect at the time in NEW State, sell the Security at public or private sale for cash, upon credit or for future delivery and at such price or prices as Lender may deem satisfactory, and Lender may be the purchaser of the Security and Lender or any purchaser of the Security upon any such sale shall thereafter hold the same, absolutely, free from any claim or right of whatsoever kind (including any cavity or right of redemption) of Debtor, who hereby specifically waives all rights of redemption, stay or appraisal which he has or my have under any rule of law or statute now existing or hereafter adopted. Lender shall give Debtor thirty (30) days written notic, of its intention to make any such public or private sale, which notice shall state the time and place fixed for the sale. Any sale of the held at such time or times within the ordinary business hours and at such place or places in the state of , sent by registered or certified mail, return receipt requested, as Lender may fix in the notice, provided NEW YORK that Lender shall no bigated to make any sale pursuant to any such notice. Lender may, without notice or publication, adjourn any sale or cause one came to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be mad, at any time or place to which it may be so adjourned. In case of any sale of the Security on credit or future delivery, the Security may be retained by Lender until the selling price is paid by the purchaser, but Lender shall not incur any liability in case of the fail and of the purchaser to take up and pay for the Security and, in case of any such failure, the Security may again be sold. Lende 1-10 ver, instead of exercising the power of sale conferred upon it by this Agreement, may proceed by a suit or suits at law or in equity to foreclose the pledge and sell the Security. In case of any sale, Lender may first deduct all expenses of sale and delivery of the Security, including, but not limited to reasonable attorneys' fees, brokerage commissions and transfer taxes, and also all areas gold to the Corporation pursuant to the terms of the Lease or upon termination of the Lease pursuant to any new lease issued in rer'acement of the Lease, and may then apply the remainder to any liability of Debtor under the Note and this Agreement, and shall reduce the surplus, if any, to Debtor. Any sale conducted upon the terms of this article shall be deemed to be commercially reasemble. Debtor agrees that Lender shall have the right to continue to retain the Security until such time as Lender in its reasonable judgement believes that an advantageous price can be secured for the Security and Lender shall not be liable to Debtor for any I ss in he value of the Security by reason of any delay in its sale. In any and all events, Debtor acknowledges responsibility for Sell payment of the indebtedness evidenced by the Note. If the net proceeds of the sale are insufficient to satisfy in full said inde techness, Lender may proceed by separate lawsuit or proceeding against the Borrower for any deficiency.

VI. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASSHOLDS

Borrower shall not destroy, damage or substantially change the Security, allow the Security to deteriorate or commit waste. If this Agreement is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Security, the leasehold and fee title shall not merge unless Lender agree to the merger in writing.

VII. PROTECTION OF LENDER'S RIGHTS IN THE SECURITY; MORTGAGT. IN SURANCE

If Borrower fails to perform the covenants and agreements contained in this Agreement, or mer, is a legal proceeding that may significantly affect Lender's rights in the Security (such as a proceeding in bankruptcy, proceeding, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the (alue of the Security and Lender's rights in the Security. Lender's actions may include paying any sums secured by a lien which has priority over this Agreement, appearing in court, paying reasonable attorneys' fees and entering on the Security to make repairs. A'mough Lender may take action under this paragraph VI, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph VI shall become additional debt of Borrower secure a value of payment, Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Noie rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Agreement, Borrower shall partitle premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

VIII. INSPECTION

Lender or its agent may make reasonable entries upon and inspections of the Security. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

IX. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER

Extension of the time for payment or modification of amortization of the sums secured by this Agreement granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Agreement by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

X. LOAN CHARGES

If the loan secured by this Agreement is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted



limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

XI. COMPLIANCE WITH LAWS AND REGULATIONS

Borrower agrees to only use the property for lawful purposes. If Borrower receives a notice from any governmental authority that their use or maintenance violates any regulation, order or law, then Borrower agrees that they shall correct the violation and comply with the regulation, order or laws as required but in no event later than ninety (90) days after the date of the notice.

XII. LEGISLATION AFFECTING LENDER RIGHTS

If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Agreement unenforceable according to its tenns, Lender, at its option, may require immediate payment in full of all sums secured by this Agreement and may invoke any remedies permitted by paragraph IV. If Lender exercises this option, Lender shall take the steps specified in paragraph IV.

X'4. NOTICES

Any notice to Borrower provided for in this Agreement shall be in writing and shall be given by delivering it or by mailing it by first class, registered or certified mail unless applicable law requires use of another method. The notice shall be directed to be Security Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein, or any other address Lender designates to Borrower. Any notice provided for in this Agreement shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

XIV. GOVERNING L :W; SEVERABILITY

This Agreement shall be governed by federal law and the law of the jurisdiction in which the Apartment is located. In the event that any provision or classes of this Agreement or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Agreement or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Agreement and the Note are declared to be severable.

XV. RELEASE AND INDEMNITY

Borrower agrees that the cooperative corp ration and its officers, agents and attorneys may transfer the shares and the Proprietary Lease under this Security Agreement and any also bring a lawsuit or proceeding to evict Borrower from the property for failure to perform obligations under this Security Agreement. The cooperative corporation and its officers, agents, and attorneys may also refuse any request to transfer the shares and the Proprietary Lease if Lender does not consent. Borrower agrees to release and indemnify the cooperative corporation and its officers, attorneys from all liability, expenses and damages which it sustains in the exercise of these rights.

XVI. MISCELLANEOUS

- 1. COSTS AND EXPENSES. Debtor agrees to pay to Lender, on 'errord, all costs expended in the collection of any payment due under the Note and all costs incurred by Lender in connection with a suit to foreclose a pledge and sell the Security, whether or not such suit shall have proceeded to judgement (including reasonable attorneys, 'fees and including post-judgement attorneys' fees), together with interest on those costs at the rate specified in the Note and the costs shall be considered to be part of the debt and entitled to the benefit of the Security.
 - RECORDING OF SECURITY AGREEMENT; FEES. Borrower agrees the Asia Security Agreement may be
 recorded at the option of Lender and agrees to pay all filing and recording fees in connection therewith. Any
 amounts expended by Lender in connection therewith shall be payable by Borrower, and demand, together with
 interest on those amounts at the rate or rates specified in the Notes, and those amounts of the considered to
 be part of the debt entitled to the benefits of this Security Agreement.
- 2. OPTIONAL PAYMENTS BY LENDER. Lender may, at its option, make any payments or do any lots in quired to be done to preserve the lessee's estate under the Lease or under any new lease issued in replacement of the Lear, and any amounts expended by Lender in that connection (including reasonable attorneys' fees) shall be payable by Debtor or der and, together with interest on the amounts at the rate specified in the Note, and those amounts shall be considered to be part if the debt and entitled to the benefit of the Security.
- NEW LEASE TO LENDER. If an event of default has occurred and is continuing, Lender shall have the right to request that the Corporation terminate the Lease and issue a new lease to Lender or its nominee.
- 4. ASSIGNMENT. Borrower shall not assign this Security Agreement. Lender shall have the right to assign the Note, this Security Agreement and the Collateral, together with all of its right, title, and interest hereunder and in said Collateral without Borrower's consent.
- 5. SURRENDER OF APARTMENT. If the Security is sold to a third party, Debtor shall surrender possession of the Security, including the Apartment, upon demand of such purchaser and such purchaser, as well as Lender, shall have the right to maintain appropriate proceedings against Debtor to obtain possession of the Apartment.
- 6. DEBTOR'S INTEREST IN SECURITY. Until Lender elects to declare the principal amount of the Note and accrued interest due and payable, the Debtor shall continue to exercise all rights under the Security and shall be entitled to all benefits as the owner of the Security with the same force and effect as if Debtor had not pledged the Stock and assigned the Lease to Lender.
- 7. TERMS. The term 'Lender' is the Secured Party and includes its successors and any assigns of the Note and the Security and the term 'Debtor' shall mean 'Debtors' if more than one person is the Debtor. The term "Borrower" includes each person who has signed the Note, each person being fully and personally obligated to keep all the promises made herein. Lender may enforce its rights under this Security Agreement against each borrower individually or against all of them together.
- 8. CUMULATIVE REMEDIES. The rights, remedies, and benefits specified in this Agreement are cumulative and are not exclusive of any rights, remedies or benefits which Lender may otherwise have. No delay on the part of Lender in exercising any power or right under this Security Agreement shall operate as a waiver of such power or right or an estoppel to assert the same.



- 9. FULL UNDERSTANDING. This Security Agreement contains the full understanding of the parties and may not be amended, altered, discharged or terminated and no provision of this Security Agreement may be waived, modified or amended except by an agreement in writing signed by the party sought to be charged therewith.
- 10. BINDING EFFECT. This Agreement shall be binding on Debtor and its legal representatives and shall inure to the benefit of Lender and its assigns.
 - 11. TIME. Time is of the essence as to the payments and performance of Borrower's obligations under this Agreement.
- 12. TERMINATION OF SECURITY AGRÉEMENT. Upon repayment in full of the entire balance of the indebtedness secured hereby, including interest and other charges, if any, this Security Agreement shall terminate. Lender agrees to transfer and deliver to the Borrower or its designee all of the Collateral then held in pledge hereunder. If Borrower desires such transfer and delivery at a cooperative interest settlement, Borrower shall pay the reasonable fees and disbursements of Lender and Lender's counsel in connection herewith.
- 13. NY LIEN LAW. If the Apartment is located in New York, then the following applies: Debtor agrees to comply with the trust fund provisions of Section 13 of the New York Lien Law by using the loan proceeds first for the purpose of paying the cost of improvements made to the Apartment before the proceeds are used for any other purpose.
 - 14. WAIVER OF RIGHTS. Borrower hereby waives the rights of presentment and notice of dishonor.
- 15. WAIVER OF TRIAL BY JURY. Borrower agrees to waive a trial by jury in any lawsuit or proceeding which affects this Security Agreement, except as prohibited by law.
- 6. CAPTIONS. Captions in this Security Agreement are for convenience only and shall not be used to interpret or define the terms set forth in this Security Agreement.

IN WITH ESS WHEREOF, Debtor has executed this Agreement the day and year first above written,

Patricia La	nes /13/2	2	D.
Bolrower Patricia L James	Date	Borrower	Date
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Loan Originator: Alexander Margulis, 192878 Loan Originator Organization: CrossCountry Mortgage, LLC, 3029



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COOPERATIVE RIDER

Loan No.: 71012111758417 .

Borrower: Patricia L James

THIS COOPERATIVE RIDER, is incorporated into and shall be deemed to amend and supplement a Mortgage (herein "Security Instrument") dated of even date herewith, given by the undersigned to secure the Note of Lender and covering the Property described in the Security Instrument. Capitalized words in this Cooperative Rider have the same meaning as in the Security Instrument.

COOPERATIVE COVENANTS

In addition to the ovenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. COOPERATIVE CORPORATION

The phrase "or Cooperative Corporation" is inserted after the words "Community Association", wherever it appears in the Security I istrument and any Riders thereto.

B. ASSESSMENTS

Borrower shall promptly pay, when due all rear and assessments imposed by the Cooperative Corporation pursuant to the provisions of the articles of organization, bylaws, leases, occupancy agreements, rules, code of regulations or other constituent documents of the Cooperative Project.

C. HAZARD INSURANCE

So long as the Cooperative Corporation maintains a "raa ter" or "blanket" policy on the Cooperative Project that provides insurance coverage against fite are are included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

- (i) Lender waives the provision in the applicable Uniform Covenant for the monthly payment to Lender of one-twelfth (1/12) of the premium installments for hazard insurance on the property;
- (ii) Borrower's obligation under the applicable Covenant to maintain hazard insula ice coverage on the Property is deemed satisfied;
- (iii) The provisions in the applicable Uniform Covenant regarding application of hazaru instructed proceeds shall be superseded by provisions of the articles of organization, bylaws, leases, occupancy, greenents, rules, code of regulations or other constituent documents of the Cooperative Project or of applicable law, to the extent necessary to avoid a conflict between such provisions and the provisions of the applicable Uniform Covenant. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such bazard insurance coverage; and (iv) If the Cooperative Corporation maintains some insurance coverage, but not enough to satisfy Lender, then Borrower shall maintain supplemental insurance in amounts as Lender may require, and such supplemental insurance must comply with the applicable Uniform Covenant(s).

 In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are

hereby assigned and shall be paid to Lender to be applied to the sums secured by the Security Instrument.

D. LENDER'S PRIOR CONSENT

with the excess, if any, paid to Borrower.



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Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property, amend or terminate Borrower's leasehold interest in the Property, or consent to the following:

- (i) the abandonment or termination of the Cooperative Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty, or in the case of a taking by condemnation or eminent domain; or
- (ii) any material amendment to the articles of organization, bylaws, lease, occupancy agreement, rules or code of regulations of the Cooperative Corporation, or equivalent constituent documents of the Cooperative Project, including but not limited to any amendment that would change the proportionate interests of the stockholders in the Cooperative Project.

E. REMEDIES

If borzo ver breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due cooperative rents and assessments, then Lender may invoke any remedies provided under the Security Instrument, including but not limited to those provided under the applicable Uniform Covenant.

F. STOCK

Lender shall have a security interest in and be entitled to hold any certificates for capital stock of the Cooperative Corporation (or equivalent instrument), which stock constitutes part of or are appurtenant to the Property. Borrower shall promptly deliver to Lender any additional, substitute or replacement certificates for stock pledged hereby. Lender shall not have liability to Borrower with respect to such stock except for the safe keeping of the certificates. To permit Lender to deal with such stock, Borrower hereby irrevocably appoints Lender or any office. Of Lender as the Borrower's true and lawful attorney to endorse and transfer such certificates of stock, which appointment is coupled with an interest. Borrower agrees that, upon any sale or transfer of the Note, the Lender may deliver the stock to the transferee who shall thereupon become vested with all rights and powers given to Lender with respect to such stock, and the Lender as transferor shall be released from all responsibility for such stock.

G. UNIFORM COMMERCIAL CODE

To the extent that the Property or any portion of the Property is personal property, this Mortgage shall constitute a security agreement; Borrower's conveyance of the Property shall constitute granting a security interest; and Lender shall have all rights and remedies of a set area party under the Uniform Commercial Code as it may be in effect from time to time in the State of 110 jois. If Lender gives notice in the manner permitted by law with respect to real property, such notice shall be sufficient, reasonable notice with respect to all elements of the Property, whether or not such elements are separatery identified.

IN WITNESS WHEREOF, Borrower has executed this Cooperative Rider in der seal on.

(Seal)	Pattura & Sagra (Seal)
Borrower	Patricia L James -Borrower
(Seal) -Borrower	(Seal) -Borrower
(Seal)	(Seal) -Borrower



THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHIPPEWA APARTMENTS ASSOCIATION AS LESSOR, AND Kyron St. Clair, AS LESSEE, DATED June 6, 2018. APARTMENT 1-E OF 5050 S. EAST END, WHICH IS LOCATED ON THE FOLLOWING DESCRIBED REAL ESTATE: THE SOUTH EAST 1/4 OF BLOCK 4 IN CHICAGO BEACH ADDITION BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

φην.νο-12-106-005-0000

Legal Description 2021-1018156/57