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(25) 213121

PREPARED BY AND WHEN,
~~RECORDED MAIL TO:~~

Charity & Associates, P.C.
20 North Clark Street
Suite 3300
Chicago, Illinois 60602
Attn: Elvin E. Charity, Esq.

AFTER RECORDING, RETURN TO:

TITLE SERVICES MIDWEST, LLC.
610 E. ROOSEVELT ROAD
SUITE 200
WHEATON, IL 60187



Doc# 2412222043 Fee \$88.00
ILRHSP FEE:\$18.00 RPRF FEE:\$1.00
CEDRIC GILES
COOK COUNTY CLERK'S OFFICE
DATE: 5/1/2024 2:31 PM
PAGE: 1 OF 11

(SPACE ABOVE FOR RECORDER'S USE)

SUBORDINATION AGREEMENT (Seller Financing)

THIS SUBORDINATION AGREEMENT ("*Agreement*") is made as of April 30, 2024, by and among LAKEVIEW LANDING LP, an Illinois limited partnership ("*Borrower*"), with a mailing address of c/o Over the Rainbow Association, 2040 Brown Avenue, Evanston, Illinois 60201, OVER THE RAINBOW ASSOCIATION, an Illinois not-for-profit corporation (the "*Junior Lienholder*"), with a mailing address of 2040 Brown Avenue, Evanston, Illinois 60201, and BMO BANK N.A., a national banking association (together with its successors and assigns, the "*Bank*" and "*Senior Lender*"), with a mailing address of 320 South Canal, 15th Floor, Illinois 60606.

RECITALS

A. Borrower has requested that Senior Lender enter into that certain Construction Loan Agreement, of even date herewith (the "*Senior Loan Agreement*"), by and between the Senior Lender, as lender, and the Borrower, as borrower, under the terms of which the Senior Lender will make a loan (the "*Senior Loan*") to the Borrower in the maximum principal amount of Eight Million Eight Hundred Four Thousand Eight Hundred Two and No/100 Dollars (\$8,804,802.00). The Senior Loan is evidenced by that certain promissory note, of even date herewith (the "*Senior Note*"), made by the Borrower to the order of Senior Lender. The Senior Loan is secured by, among other things, that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, of even date herewith, executed by Borrower in favor of Senior Lender (the "*Senior Mortgage*," and, together with the Senior Note, the Senior Loan Agreement and all other documents executed in connection with the Senior Loan, including this Agreement, are referred to hereinafter as the "*Senior Loan Documents*"), which Senior Mortgage encumbers the Property (as hereinafter defined). The Senior Mortgage is being recorded concurrently herewith in the Office of the Clerk of Cook County, Illinois ("*Official Records*").

B. The proceeds of the Senior Loan are being loaned by Senior Lender to Borrower to finance the acquisition, construction and equipping of 37 affordable rental units for seniors and related improvements on the land situated at 835 West Addison Street, Chicago, Illinois, and to be known as "Lakeview Landing" (collectively, the "*Property*").

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C. As used herein, the term “**Senior Indebtedness**” means any and all indebtedness, claims, debts, liabilities or other obligations of Borrower to Senior Lender under the Senior Loan Documents, together with all interest accruing thereon and all costs and expenses, including attorneys’ fees, of collection thereof, whether the same accrues or is incurred before or after the commencement of any bankruptcy case by or against Borrower.

D. The Illinois Housing Development Authority, an Illinois municipal corporation (the “**Issuer**”) has issued or agreed to issue its Illinois Housing Development Authority Multifamily Housing Subordinate Revenue Bonds, Series 2024B (Lakeview Landing) in the principal amount of Three Million Eight Hundred Thousand and No/100 Dollars (\$3,800,000.00) (the “**Series 2024B Bonds**”) pursuant to a Subordinate Trust Indenture, dated as of April 1, 2024 (as amended, restated, supplemented or otherwise modified, the “**Series 2024B Subordinate Indenture**”), by and among the Issuer, Zions Bancorporation, National Association, a national banking association (together with any successor trustee thereunder, the “**Trustee**”), Junior Lienholder, and Borrower. Pursuant to the Series 2024B Subordinate Indenture, the Series 2024B Bonds will be purchased by the Junior Lienholder, and the proceeds of the Series 2024B Bonds will be advanced by the Junior Lienholder, on behalf of the Issuer, to the Borrower for the purpose of funding a loan (the “**Series 2024B Bond Loan**”) to the Borrower in the maximum aggregate principal amount of \$3,800,000.00 to finance a portion of the cost of the Borrower’s acquisition of the Property. The Series 2024B Bond Loan will be evidenced by a subordinate promissory note, dated as of April 30, 2024, (the “**Series 2024B Bond Loan Note**”) made by the Borrower to the order of Issuer and Junior Lienholder, and secured by that certain Subordinate Bond Mortgage, Assignment of Rents, Security Agreement and Financing Statement (Seller Financing) (the “**Series 2024B Bond Loan Mortgage**”), dated as of April 30, 2024, encumbering the Property, executed by the Borrower, as mortgagor, in favor of Junior Lienholder. The Series 2024B Bond Loan Note will be collaterally assigned by the Junior Lienholder and Issuer to the Trustee and the Series 2024B Bond Loan Mortgage will be collaterally assigned by Junior Lienholder to the Trustee, in its capacity as trustee under the Series 2024B Subordinate Indenture, as security for the Series 2024B Bonds. As used herein, the term “**Series 2024B Bond Documents**” means collectively, the Series 2024B Subordinate Indenture, the Series 2024B Bonds, the Series 2024B Bond Loan Note, the Series 2024B Bond Loan Mortgage and any and all other agreements, documents and/or instruments which evidence, secure, guaranty or otherwise govern any or all of the Series 2024B Bonds, as amended, restated, supplemented or otherwise modified.

E. Pursuant to Sections 2.9, 2.12 and 2.13 of the Series 2024B Subordinate Indenture, the Series 2024B Bonds are subject to redemption by delivery to Junior Lienholder of that certain Seller Loan Note in the principal amount of Three Million Eight Hundred Thousand and No/100 Dollars (\$3,800,000.00), to be made by the Borrower in favor of Junior Lienholder (the “**Subordinate Seller Loan Note**”). If the Series 2024B Bonds are redeemed pursuant to the Series 2024B Subordinate Indenture, the Issuer shall release and terminate any interest Issuer has in the Series 2024B Bond Loan Note such that the Junior Lienholder will be the sole lender thereunder and the Trustee shall release and terminate its collateral assignment of the Series 2024B Bond Loan Mortgage such that the Junior Lienholder will be the sole lender and mortgagee thereunder. As used herein, the term “**Subordinate Seller Loan Documents**” means collectively, the Subordinate Seller Loan Note, and any and all mortgages, agreements, documents and/or instruments which evidence, secure, guaranty or otherwise govern any or all of the obligations under the Subordinate Seller Loan Note, as may be amended, restated, supplemented or otherwise modified.

F. The Series 2024B Bond Loan Mortgage and any other mortgage securing the Series 2024B Bond Loan Note or the Subordinate Seller Loan Note are hereinafter referred to hereinafter, singly or collectively, as the context requires, as the “**Junior Mortgage**.” The Series 2024B Bond Documents and the Subordinate Seller Loan Documents are referred to hereinafter collectively, as the “**Junior Obligation Documents**.” The obligations under the Series 2024B Bond Documents and the Subordinate Seller Loan Documents are referred to hereinafter collectively as the “**Junior Obligations**.”

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G. The Issuer has issued to the Borrower its conditional commitment letters, each dated as of April 2, 2024, to make a permanent loan (the “*Permanent Loan*”) to the Borrower in the maximum principal amount of \$750,000, to be comprised of (1) a loan (the “*FFB Loan*”) in the maximum principal amount of \$750,000, to be made by the Issuer to the Borrower under the FFB/542(c) Risk Sharing Program, wherein the Issuer makes mortgage loans to borrowers, which loans are credit enhanced through insurance provided by the United States Department of Housing and Urban Development pursuant to Section 542(c) of the Housing and Community Development Act of 1992 and the regulations promulgated thereunder, and (2) if required as determined by the Issuer, a loan (the “*AHS Loan*”) in the maximum principal amount of \$277,000 using proceeds of bonds issued by Issuer under the Affordable Housing Program Trust Fund Bond General Resolution, as that program is authorized by the Illinois Affordable Housing Act, 310 ILCS 65/1 et seq., as amended from time to time, and the rules promulgated under the Affordable Housing Act.

H. The FFB Loan will be: (i) made pursuant to a Loan Agreement (the “*FFB Loan Agreement*”) between the Issuer, as lender, and Borrower, as borrower, (ii) evidenced by a promissory note (the “*FFB Loan Note*”), made by Borrower to the order of the Issuer, (iii) secured by a Mortgage, Security Agreement and Assignment of Rents and Lease (FFB Loan) (the “*FFB Loan Security Instrument*”), encumbering the Property, made by Borrower in favor of the Issuer, and (iv) subject to the requirements of that certain Regulatory Agreement (FFB Loan) (the “*FFB Loan Regulatory Agreement*,” between the Borrower and Issuer. If required as determined by the Issuer, the AHS Loan will be: (w) made pursuant to a Loan Agreement (the “*AHS Loan Agreement*,” and, together with the FFB Loan Agreement, singly or collectively, as the context requires, the “*Permanent Loan Agreement*”) between the Issuer, as lender, and Borrower, as borrower, (x) evidenced by a promissory note (the “*AHS Loan Note*” and, together with the FFB Loan Note, singly or collectively, as the context requires, the “*Permanent Loan Note*”), made by Borrower to the order of the Issuer, (y) secured by a Mortgage, Security Agreement and Assignment of Rents and Lease (AHS Loan) (the “*AHS Loan Security Instrument*,” and, together with the FFB Loan Security Instrument, singly or collectively, as the context requires, the “*Permanent Loan Security Instrument*”) encumbering the Property, made by Borrower in favor of the Issuer, (z) subject to the requirements of that certain Regulatory Agreement (AHS Loan) (the “*AHS Loan Regulatory Agreement*,” and, together with the FFB Regulatory Agreement, the “*Permanent Loan Regulatory Agreement*”), between the Borrower and the Issuer. The Permanent Loan Agreement, the Permanent Loan Note, the Permanent Loan Security Instrument, the Permanent Loan Regulatory Agreement and the other documents evidencing, securing or relating to the Permanent Loan are referred to herein collectively as the “*Permanent Loan Documents*”).

I. It is a condition precedent to Senior Lender entering into the Senior Loan Documents and permitting the execution and recordation as applicable of the Junior Obligation Documents that the Senior Mortgage and the other Senior Loan Documents be and remain at all times a lien or charge upon the Property, prior and superior to the liens or charges of the Junior Obligation Documents.

J. Senior Lender is willing to permit the recordation of the recordable Junior Obligation Documents, provided that (1) the Senior Mortgage and the other Senior Loan Documents are and shall remain a lien or charge upon the Property prior and superior to the liens or charges of the Junior Obligation Documents, and (2) Junior Lienholder will expressly subordinate the liens or charges of the Junior Obligation Documents to the lien or charge of the Senior Loan Documents.

K. Junior Lienholder is willing that the Senior Loan Documents shall constitute a lien or charge upon the Property which is prior and superior to the liens or charges of the Junior Obligation Documents. The parties hereto enter into this Agreement for the purposes set forth in these Recitals.

L. Capitalized terms used herein and not otherwise defined shall have the meanings set forth for them in the Senior Loan Agreement and Construction Funding Agreement, respectively.

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AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Senior Lender to make the Senior Loan, it is hereby declared, understood, and agreed as follows:

1. Subordination. The Senior Mortgage and other Senior Loan Documents in favor of Senior Lender, and all amendments, modifications, extensions and renewals thereof shall unconditionally be and remain at all times a lien or charge on the Project prior and superior to the lien or charge of the Junior Mortgage and the other Junior Obligation Documents. Junior Lienholder intentionally and unconditionally subordinates the lien or charge of the Junior Mortgage and the other Junior Obligation Documents in favor of the lien or charge upon the Property and the other collateral described in the Senior Mortgage and other Senior Loan Documents in favor of Senior Lender, and understands that in reliance upon and in consideration of this subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subordination.

2. Only Agreement Regarding Subordination. Senior Lender would not permit the execution or recordation of any Junior Obligation Documents without this Agreement. This Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Junior Mortgage and the other the Junior Obligation Documents to the lien or charge of the Senior Mortgage and the other Senior Loan Documents and shall supersede and cancel, but only insofar as would affect the priority between said mortgages and said covenants, conditions and restrictions, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the Junior Obligation Documents which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

3. Loan Disbursements. In making disbursements of the Senior Loan pursuant to any of the Senior Loan Documents, Senior Lender is under no obligation or duty to, nor has Senior Lender represented that it will, see to the application of such proceeds by the person or persons to whom Senior Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such Senior Loan Documents shall not defeat the subordination herein made in whole or in part.

4. Consent and Approval. Junior Lienholder consents to and approves the Senior Loan Documents, including but not limited to any existing or future extension, modification and/or amendment of said documents between Borrower and Senior Lender. No decision by Junior Lienholder to review or not review the Senior Loan Documents, including but not limited to the disbursement provisions contained therein, shall impair or otherwise limit the enforceability of this Agreement.

5. Other Agreements. Junior Lienholder and Borrower declare, agree, and acknowledge that:

5.1 Subordination of Indebtedness. Any and all Junior Obligations are hereby subordinated and subject to any and all Senior Indebtedness, as set forth herein.

5.2 Permitted Payments. Borrower may make payments with respect to the Junior Obligations solely from Cash Flow (as defined in the Borrower's Partnership Agreement) in accordance with Borrower's Partnership Agreement and the Junior Obligation Documents, as long as all payments under the Senior Mortgage and the other Senior Loan Documents are current and not delinquent or in arrears, and only so long as at the time of such payment: (i) there exists no Event of Default or event that, with the lapse of time or the giving of notice or both would be an Event of Default, under the Senior Loan

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Agreement or any of the other Senior Loan Documents of which Junior Lienholder has received notice; and (ii) the payment would not result in a violation of any of Borrower's financial covenants set forth in any of the Senior Loan Documents ("**Permitted Payments**").

5.3 Payment Subordination. Except for any Permitted Payments, Junior Lienholder hereby agrees that: (a) all of the Senior Indebtedness now or hereafter existing shall be first paid in full by Borrower before any payment shall be made by Borrower on the Junior Obligations, and (b) this priority of payment shall apply at all times until all of the Senior Indebtedness has been repaid in full. In the event of any assignment by Borrower for the benefit of Borrower's creditors, or any bankruptcy proceedings instituted by or against Borrower, or the appointment of any receiver for Borrower or Borrower's business or assets, or of any dissolution or other winding up of the affairs of Borrower or of Borrower's business, and in all such cases respectively, Borrower's officers and any assignee, trustee in bankruptcy, receiver and other person or persons in charge are hereby directed to pay to Senior Lender the full amount of the Senior Indebtedness before making any payments to Junior Lienholder due on the Junior Obligations under any of the Junior Obligation Documents.

5.4 Return of Prohibited Payments. Except as otherwise expressly agreed to herein, if Junior Lienholder shall receive any payments or other rights in any property of Borrower in connection with the Junior Obligations in violation of this Agreement, such payment or property shall immediately be delivered and transferred to Senior Lender.

5.5 Repayment of Senior Indebtedness. This Agreement shall remain in full force and effect until all amounts due under the Senior Note, the Senior Loan Agreement and the other Senior Loan Documents are fully and indefeasibly repaid in accordance with their respective terms and all of the terms of this Agreement have been complied with.

5.6 Standstill. Junior Lienholder agrees that, without the Senior Lender's prior written consent, it will not accelerate any of the Junior Obligations, commence foreclosure proceedings with respect to the Property, collect rents, appoint (or seek the appointment of) a receiver or institute any other collection or enforcement action with respect to the Junior Obligations.

6. Intentionally Omitted.

7. Bankruptcy Provisions. To the extent any payment under any of the Senior Loan Documents (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off, or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar party under the Bankruptcy Code or any federal or state bankruptcy, insolvency, receivership or similar law, then if such payment is recovered by, or paid over to, such trustee, receiver or other similar party, the Senior Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

8. Casualty Insurance Proceeds; Condemnation Proceeds. In the event Senior Lender shall release, for the purposes of restoration of all or any part of the improvements at the Property, its right, title and interest in and to the proceeds under policies of insurance thereon, and/or its right, title and interest in and to any awards, or its right, title and interest in and to other compensation made for any damages, losses or compensation for other rights by reason of a taking in eminent domain, Junior Lienholder shall simultaneously release (and hereby agrees that it shall be irrevocably and unconditionally deemed to have agreed to release) for such purpose all of Junior Lienholder's right, title and interest, if any, in and to all such insurance proceeds, awards or compensation. Junior Lienholder agrees that the balance of such proceeds remaining after such restoration, or all of such proceeds in the event Senior Lender elects, in accordance with Illinois law and the Senior Loan Documents, not to release any such proceeds for any such

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restoration, shall be applied to the payment of amounts due under the Senior Loan Documents until all such amounts have been paid in full, prior to being applied to the payment of any amounts due under the Junior Obligation Documents. If Senior Lender holds such proceeds, awards or compensation and/or monitors the disbursement thereof, Junior Lienholder agrees that Senior Lender may also elect, in its sole and absolute discretion, to hold and monitor the disbursement of such proceeds, awards and compensation to which Junior Lienholder is or may be entitled. Nothing contained in this Agreement shall be deemed to require Senior Lender, in any way whatsoever, to act for or on behalf of Junior Lienholder or to hold or monitor any proceeds, awards or compensation in trust for or on behalf of Junior Lienholder, and all or any of such sums so held or monitored may be commingled with any funds of Senior Lender.

9. Effect of Other Agreements. The relationship between Borrower and Senior Lender under the Senior Loan Documents is, and shall at all times remain, solely that of borrower and lender. Junior Lienholder acknowledges and agrees that Senior Lender neither undertakes nor assumes any fiduciary responsibility or other responsibility or duty to Borrower or Junior Lienholder to guarantee or assist in Borrower's or Junior Lienholder's performance under any of the agreements between those parties and other third parties, including without limitation, the Junior Obligation Documents.

10. Miscellaneous. This Agreement may be executed in multiple counterparts and the signature page(s) and acknowledgment(s) assembled into one original document for recordation, and the validity hereof shall not be impaired by reason of such execution in multiple counterparts. This Agreement is to be governed according to the laws of the State of Illinois. Wherever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. In the event of action, suit or proceeding to enforce any term of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, as determined by the court or other arbiter, all of the prevailing party's costs and expenses, including without limitation reasonable attorneys' fees and expert witness fees, incurred by the prevailing party in connection therewith. If Junior Lienholder or any affiliate of Junior Lienholder shall acquire, by indemnification, subrogation or otherwise, any lien, estate, right or other interest in the Property, that lien, estate, right or other interest shall be subordinate to the Senior Mortgage and the other Senior Loan Documents as provided herein, and Junior Lienholder hereby waives, on behalf of itself and such affiliate, until all amounts owed under the Senior Loan Documents have been indefeasibly paid in full and all Senior Lender's obligations to extend credit under the Senior Loan Documents have terminated, the right to exercise any and all such rights it may acquire by indemnification, subrogation or otherwise. The Agreement shall inure to the benefit of, and the binding upon, the parties hereto and the respective successors and assigns.

11. Notices. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (a) if hand delivered, when delivered; (b) if mailed by United States Certified Mail (postage prepaid, return receipt requested), three Business Days after mailing; or (c) if by Federal Express or other reliable overnight courier service, on the next Business Day after delivered to the address for each party hereto first listed above.

12. Refinancing of the Senior Loan. Junior Lienholder consents to any agreement or arrangement in which Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money. Junior Lienholder further agrees that its agreement to subordinate hereunder shall extend to the Permanent Lender and the Permanent Loan Documents, as well as to any other new mortgage debt which is for the purpose of refinancing all or any part of the Senior Loan (including reasonable and necessary costs associated with the

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closing and/or the refinancing) and, in the event of any such new mortgage debt, Junior Lienholder shall execute and deliver to the permanent lender providing such refinancing a new subordination agreement on the same terms and conditions as this Subordination Agreement. Upon the closing and funding of the Permanent Loan or any other such refinancing loan, all the terms and covenants of this Subordination Agreement shall inure to the benefit of any holder of the Permanent Loan or such other refinancing loan, as applicable, and all references to the Senior Loan, the Senior Note, the Senior Security Instrument and the Senior Loan Documents shall mean, respectively, the Permanent Loan, the Permanent Loan Note, the Permanent Loan Security Instrument and the other Permanent Loan Documents, respectively.

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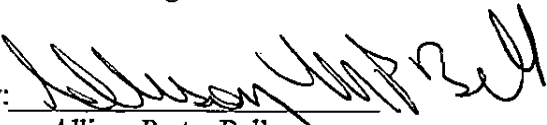
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[FIRST SIGNATURE PAGE TO SUBORDINATION AGREEMENT – SELLER FINANCING]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the authorized representatives of the parties.

SENIOR LENDER:

BMO BANK N.A.,
a national banking association

By: 
Name: Allison Porter-Bell
Title: Director

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Allison Porter-Bell, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as a Director of BMO Bank N.A., a national banking association, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said national banking association for the uses and purposes therein.

GIVEN under my hand and notarial seal this 5 day of April, 2024.



Notary Public



commission expires: March 9, 2027

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[SECOND SIGNATURE PAGE TO SUBORDINATION AGREEMENT – SELLER FINANCING]

JUNIOR LIENHOLDER:

OVER THE RAINBOW ASSOCIATION, an Illinois not-for-profit corporation

By: *Eric Huffman*
Name: Eric Huffman
Title: President

STATE OF Illinois
COUNTY OF Cook) ss.

On this day of April 4th, 2024, before me, the undersigned notary public, _____
Eric Huffman, personally appeared, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily, as the President of Over The Rainbow Association, an Illinois not-for-profit corporation, for its stated purpose as the voluntary act of said not-for-profit corporation.



[Signature]
Notary Public
My commission expires: May 19, 2027

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EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 1, 2, 3 AND 4 IN BENTON'S ADDISON STREET ADDITION IN THE EAST HALF OF THE
SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS. ✓

Street Address: 835 West Addison Street, Chicago, Illinois ✓

PIN: 14-20-406-045-0000 ✓

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