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# DOCUMENT COVER SHEET

TYPE OF DOCUMENT:	COVER SHEET
GRANTOR:	
GRANTEE:	C/Q <sub>A</sub> ,
DATE OF DOCUMENT: _	

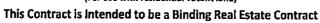
PREPARED BY/MAIL TO:

KOLPAK LAW GROUP LLC 6767 N MILWAUKEE AVE SUITE 202 NILES, IL 60714 dotloop signature verification: dtip.us/ervP-42nT-II8M DocuSign Envelope ID: 8763AFEF-6C5C 4DJF A513C3112poc3 Fo3 C A L COPY CHICAGO ASSOCIATION OF REALTORS®



#### **Vacant Land Purchase and Sale Contract**

(For use with residential vacant land)





2	1. Contract. This Vacant Land Real Estate Purchase and Sale Contract ("Contract") is made by and between DANNY'S CONSTRUCTION GROUP, INC ("Buyer"), and James Liceaga ("Seller")
3	(Buyer and Seller collectively, "Parties"), with respect to the purchase and sale of the real estate and improvements located at 2622 W 36th St, Chicago, IL 60632 (*Property").
5	The Property P.I.N. # is 16364030300000 Lot Size: Less Than .25 Acre.
	Additional P.I.N. #(s) (if applicable)
_	
	2. <u>Fixtures and Personal Property.</u> At Closing (as defined in Paragraph 8 of this Contract), in addition to the Property, Seller shall transfer to Buyer by a Bill of Sale
	all of the following listed items (collectively, "Fixtures and Personal Property"), which Fixtures and Personal Property are owned by Seller, and to Seller's knowledge, are currently present on the Property and in operating condition as of the Acceptance Date:
-	A service sale.
	Seller shall transfer the following:
11	The following items are excluded from transfer:
12	3. Purchase Price. The purchase Price for the Property (including the Fixtures and Personal Property) is \$ 60,000 ("Purchase Price").
13	4. Closing Cost Credit (Optional). Check if applicable Seller agrees to credit to Buyer at Closing (check one) Seller agrees to Credit to Buyer at Closing (check one) Seller agrees Price
14	("Closing Cost Credit"), to be applied to propose expenses, closing costs or both as lender permits, and that such credit appears on the Master Statement or Closing
15	Disclosure.
16	6. <u>Earnest Money</u> . Upon the Parties execution and duriver of this Contract, Buyer shall deposit with Landmark Property ("Escrowee"),
	earnest money in the amount of \$ 2000 in the form of Check within 2 Business Days after the Acceptance Date. The
	earnest money shall be increased to (check one)% (percent) of the Purchase Price, OR a total of \$ == ("Earnest Money")
	within Business Days after the conclusion of the Attorney Approval Puriod (as established in Paragraph 15 of this Contract). The Parties acknowledge and agree that
	(i) the Parties shall execute all necessary documents with respect to the har dling of the Earnest Money in form and content mutually agreed upon between the Parties and
21	(II) unless otherwise agreed, Buyer shall pay all expenses incurred in opening ar escrc w account for the Earnest Money.
22	7. Mortgage Contingency. Parties agree that this Contract (check one) 🗆 [is¹ 🞵 [is not] subject to Paragraph 7, Mortgage Contingency. If [is not] is checked,
23	then this Paragraph 7 does not apply. This Contract is contingent upon Buyer securing by ("First Commitment Date") a written mortgage
24	commitment for a fixed rate or an adjustable rate mortgage permitted to be made by a U.S. or "linois savings and loan association, bank, or other authorized financial
25	institution, in the amount of (check one) 🗆 \$OR 🗆% [percent] of the run hase Price, the interest rate (or initial interest rate if an adjustable rate
26	mortgage) not to exceed% per year, amortized over years, payable monthly, loan fee not to exceed%, plus appraisal and credit report fee, if any
27	("Required Commitment"). Buyer shall pay for private mortgage insurance as required by the lending institution. If a FHA or VA mortgage is to be obtained, Rider 8 or Rider
28	9 shall be attached to this Contract. (1) If Buyer is unable to obtain the Required Commitment by the First Commitment Date, Buyer shall so notify Seller in writing on or
29	before that Date. Thereafter, Seller may, within 30 Business Days after the First Commitment Date ("Second Commitment Date"), secure the Required Commitment for
30	Buyer upon the same terms, and may extend the Closing Date by 30 Business Days. The Required Commitment may to given by Seller or a third party. Buyer shall furnish
	all requested credit information, sign customary documents relating to the application and securing of the Required Commitment, and pay one application fee as directed
	by Seller. Should Seller choose not to secure the Required Commitment for Buyer, this Contract shall be null and void at of the First Commitment Date, and the Earnest Money shall be returned to Buyer. (2) If Buyer notifies Seller on or before the First Commitment Date that Buyer has been unable to cotain the Required Commitment, and
	neither Buyer nor Seller secures the Required Commitment on or before the Second Commitment Date, this Contract shall be null and void and the Earnest Money shall be
	returned to Buyer. (3) If Buyer does not provide any notice to Seller by the First Commitment Date, Buyer shall be deemed to have wair ed file contingency and this Contract
	shall remain in full force and effect.
37	
	fees, if any) to Seller and Seller shall execute and deliver the Deed (as defined below) to Buyer ("Closing"). Closing shall occur on or prior to 3/29/2024
39	at a time and location mutually agreed upon by the Parties ("Closing Date").
40	9. Possession. Unless otherwise agreed to in Rider 22 Post-Closing Possession Rider, Seller agrees to deliver possession of the property at Closing. If Seller does
	not surrender possession at Closing, Seller shall be considered in default of this Contract.
42	10. Deed. At Closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable warranty deed ("Deed") with release of
	homestead rights (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement, if applicable, subject only to the following, if any: covenants,
44	conditions, and restrictions of record; public and utility easements; acts done by or suffered through Buyer; all special governmental taxes or assessments confirmed and
45	unconfirmed; homeowners or condominium association declaration and bylaws, if any; and general real estate taxes not yet due and payable at the time of Closing.
A.C.	11. Real Estate Taxes. Seller represents that the total 20 22 general real estate taxes for the Property and all P.I.N.s referenced paragraph 1 of this Contract were
46 47	11. Real Estate Taxes. Seller represents that the total 20 44 general real estate taxes for the Property and all P.I.N.s referenced paragraph 1 of this Contract were \$ 1.583.57. General real estate taxes for the Property are subject to the following exemptions (check box if applicable):  Homeowner's.  Seller represents that the total 20 44 general real estate taxes for the Property and all P.I.N.s referenced paragraph 1 of this Contract were \$ 1.583.57.
4 <i>1</i> 48	☐ Senior Freeze. ☐ Historical Tax Freeze. General real estate taxes shall be prorated based on 110 % of the most recent ascertainable full year tax bill, unless
48 49	mutually agreed to otherwise by the Parties in writing prior to the expiration of the Attorney Approval Period.
.,	BM.
	Page 1 of 4  Buyer Initials: Buyer Initials: Seller Initials:
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51 52 53 54 55 56	Homeowners Association. Parties agree that the Property (check one) [[is] [[is not]] a part of a homeowners association and that either the illinois Common Interest Community Association Act, Illinois Condominium Property Act, or other applicable state association law applies ("Governing Law"). If [is not] is checked, then this Paragraph 12, Homeowners Association, does not apply. Seller represents that as of the Acceptance Date, the regular monthly assessment pertaining to the Property is \$; a special assessment (check one) [[has] OR [[has not]] been levied. The original amount of the special assessment pertaining to the Property was \$, and the remaining amount due at Closing will be \$ and (check one) [[shall]] OR [[shall]] on [[shall]] have acknowledges and agrees that (i) the representations in this Paragraph are provided as of the Acceptance Date; (ii) this information may change, and these fees may increase, prior to Closing. Notwithstanding anything to the contrary contained in this Paragraph 12, Seller shall notify Buyer of any proposed special assessment and increase in any regular assessment between the Date of Acceptance and Closing. Seller shall notify Buyer within 5 Business Days (and in no event later than the Closing Date) after Seller receives notice of any proposed special assessment and/or increase in any regular assessment.
50 51 52 53 54 55 56 67 58 59 70	Seller shall furnish Buyer a statement from the proper association representative certifying that Seller is current in payment of assessments, and, if applicable, proof of waiver or termination of any right of first refusal or similar options contained in the bylaws of the association for the transfer of ownership. Seller shall apply for and order those documents governing the association, including but not limited to the declaration, bylaws, rules and regulations, and the prior and current years' operating budgets ("Association Documents") within 10 Business Days of the Acceptance Date. Seller shall notify Buyer within 5 Business Days (and in no event later than the Closing Date) after Seller receives notice of any amendments or revisions to any of the Association Documents. In the event the Association Documents disclose that the Property is in violation of existing rules, regulations, or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the Property or would increase the financial considerations which Buyer would have to extend in connection with owning the Property, then Buyer may declare this Contract null and void by giving Seller, written notice within 5 Business Days after the receipt of the Association Documents, listing those deficiencies which are unacceptable to Buyer, and thereupon all Earnest Money deposited shall be returned to Buyer. If written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect. The Parties agree to pay any applicable processing and moving fees as required by the association. If the right of first refusal of the General Provisions of this Contract.  Disclosures. Buyer has received the ellowing (check Yes or No):
72	(a) Illinois Residential Real Property Disclosure Report: 🗆 Yes/🗹 No; (b) Vacant Land Disclosure: 🗅 Yes/🗹 No.
	14. <u>Confirmation of Dual Agency.</u> If initialed below, Uranse is acting as a "Designated Agent" for both Buyer and Seller, ("Dual Agency"). The Parties confirm that they have previously consented and agreed to have
	services on behalf of the Parties and specifically consent to Lice user acting as Dual Agent on the transaction covered by this Contract. Initial below if Buyer and Seller
76	consented to <i>Dual Agency</i> on the transaction covered by this Contrac .
77	This Paragraph 14 is a part of this Contract only if initialed by the Parties Buyer Initials: Seller Initials:
78	15. <u>Attorney Modification</u> . Within 7_Business Days after the Acceptance Date ("Attorney Approval Period"), the attorneys for the respective Parties, by notice,
	may: (a) approve this Contract in its entirety; or (b) propose modifications to this Contract ("Proposed Modifications"), which Proposed Modifications shall not include
	modifications to the Purchase Price or broker's compensation. If written agreement is not rapided by the Parties with respect to resolution of the Proposed Modifications,
	then either Party may terminate this Contract by serving notice, whereupon this Contract shall be will and void and the Earnest Money returned to Buyer, Unless otherwise
	specified, all notices shall be provided in accordance with Paragraph D of the General Provisions In the absence of delivery of Proposed Modifications prior to the expiration of the Attorney Approval Period, the provisions of this Paragraph shall be deemed waived by are Parties and this Contract shall remain in full force and effect.
B4	16. <u>Due Diligence</u> . Within 14 Business Days after the Acceptance Date ("Due Diligence Peno"). Suyer may cause, at Buyer's sole cost and expense, its
	employees, attorneys, architects, builders, agents, contractors, or inspectors ("Inspectors") to enter upon the Fraperty to conduct such inspections, tests, examinations,
	appraisals, investigations, and reviews ("Inspections") as Buyer deems necessary or appropriate, including but not limited to soil boring, suitability, and load tests; environmental tests, zoning reviews, reviews of covenants and restrictions, declarations, and association documents; and the feasibility of owning the Property for Buyer's
88	intended use. Buyer shall indemnify Seller from and against any loss or damage to the Property or personal injury caused by the Inspections, Buyer, or Buyer's
	Inspector. Prior to expiration of the Due Diligence Period, Buyer shall notify Seller or Seller's attorney in writing ("Buyer's Due Diligence Notice") of conditions disclosed by the inspections that are unacceptable to Buyer. In the event Buyer determines that the Property is unsuitable for Buyer's purp uses bused on the results of the Inspections,
	Buyer shall notify Seller or Seller's attorney of same in writing on or before the end of the Due Diligence Period and the Contract of the results of the inspections,
92	Money shall be returned to the Buyer. In the absence of written notice prior to the expiration of the Due Diligence Period, this provision shall be deemed waived by all
93	Parties, and this Contract shall be in full force and effect.
94	17. General Provisions, Riders and Addendums. THIS CONTRACT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY BUYER AND SELLER AND
95	DELIVERED TO BUYER OR BUYER'S DESIGNATED AGENT. THIS CONTRACT INCLUDES THE GENERAL PROVISIONS ON THE LAST PAGE OF THIS CONTRACT AND THE
96 97	FOLLOWING RIDERS AND ADDENDUMS, IF ANY,, WHICH ARE ATTACHED TO AND MADE A PART OF THIS CONTRACT.
98	This Contract shall be of no force or effect if not accepted by Seller on or before
	(CIGNATURE PAGE FOLLOWS)
	[SIGNATURE PAGE FOLLOWS]
	BM Page 2 of 4
	Buyer Initials: Buyer Initials: Revised 01/2020 Seller Initials: Seller Initials:

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dotloop signature verification: dtp.us/crvP-42nT4l8M DocuSign Envelope ID: 8763AFEF-6C50-4D 3/8/2024 03/08/2024 **OFFER DATE:** ACCEPTANCE DATE: ("Acceptance Date"). BUYER'S INFORMATION; 100 **SELLER'S INFORMATION:** Bosdan Mictus James Liceaga Buyer's Signature: Seller's Signature: Bogdan Mietus Seller's Name (print): \_\_James Liceaga Buyer's Name (print): 102 103 Buyer's Signature: \_ Seller's Signature: \_ Buyer's Name (print): \_\_\_ Seller's Name (print): \_\_\_ 105 Address: Phone 1: \_\_\_\_\_\_ Phone 2: \_\_\_\_ Phone 2: 106 107 Email 1: Email 1: \_\_\_\_ 108 Email 2: he names and addresses set forth below are for informational purposes only and subject to change 109 110 Buyer's Broker's Information: Seller's Broker's Information: Designated Agent: Evan Peng Designated Agent; Qizhong Guan Agent MLS #: 840347 Agent License #: 475156410 \_\_\_\_ Agent License #: 475154447 Agent MLS #: 841889 112 Brokerage: Landmark & Property Group, Inc. Brokerage: Century 21 S.G.R., Inc. Brokerage MLS #: 14165 Brokerage License #: \_\_\_ Brokerage MLS #: 16734 Brokerage License #: 477011706 Address: 3071 S Broad Chicago IL 60608 Address: 1823 S. Michigan Chicago IL 60616 Agent Phone: 3128040056 Agent Fax: \_ Agent Phone: (312) 730-8319 Agent Fax: (312) 326-7911 Email: evanpeng227@gmail.com Email: quinn.guan1@gmail.com Seller's Attorney's Information: 118 Buyer's Attorney's Information: Ariorney Name: Al Dynia Attorney Name: \_\_\_ Adarr.ss: Address: \_ 120 773.427.1900 Fax: Phone: 121 Phone: TON OFFICE Email: Buyer's Lender's Information: 123 Lender's Name: Company Name: \_ 125 Address: 126 \_\_\_\_ Fax: \_\_\_\_\_\_ 127 Phone:



Buyer Initials: \_

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Seller Initials:

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#### GENERAL PROVISIONS

 A. Prorations. Rent, interest on existing mortgage, if any, water, taxes and other items shall be prorated as of the Closing Date. Security deposits, if any, shall be paid to Buyer at Closing. Notwithstanding anything to the contrary contained in Paragraph 11 of this Contract, if the Property is improved as of the Closing Date, but the last available tax bill is on vacant land, Seller shall place in escrow an amount equal to 2% of the Purchase Price and the Parties shall reprorate taxes within 30 days after the bill on the Improved property becomes available.

B. Uniform Vendor and Purchaser Risk Act. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

C. Title. At least 5 Business Days prior to the Closing Date, Seller shall deliver to Buyer or his agent evidence of merchantable title in the intended grantor by delivering a Commitment for Title Insurance of a title insurance company bearing a date on or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to no other exceptions than those previously listed within this Contract and to general exceptions contained in the commitment. Delay in delivery by Seller of a Commitment for Title insurance due to delay by Buyer's mortgagee in recording mortgage and bringing down title shall not be a default of this Contract. Every Commitment for Title insurance furnished by Seller shall be conclusive evidence of title as shown. If evidence of title discloses other exceptions, Seller shall have 30 days after Seller's receipt of evidence of title to cure the exceptions and notify Buyer accordingly. As to those exceptions that may be removed at Closing by payment of money, Seller may have those exceptions removed at Closing by using the proceeds of the sale. Seller shall be responsible for the cost of the title insurance policy issued to Buyer by the title insurance company at Closing.

D. Notice. All notices required by this Contract shall be in writing and shall be served upon the Parties or their attorneys at the addresses or contact information provided. The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices may also be served by personal delivery, commercial delivery service, by the use of a facsimile machine, or e-mail transmission. E-mail and facsimile notice shall be deemed valid when transmitted. In addition, facsimile signatures or digital signatures shall be sufficient for purposes of executing this Contract and shall be deemed originals. Each Party shall retain a copy of proof of facsimile transmission and e-mail notice and provide such proof, if requested.

E. Disposition Earnest Money. In the event of any default by either Party, Escrowee may not distribute the Earnest Money without the joint written direction of Seller and Buyer or their authorized agents. However, if Escrowee has not received the joint written direction of both Seller and Buyer or their authorized agents, then Escrowee may give written notice to Seller and Buyer of the intended disbursement of Earnest Money, indicating the manner in which Escrowee intends to disburse in the absence of any written objection. If neither Party of octs, in writing, to the proposed disposition of the Earnest Money within 30 days after the date of the notice, then Escrowee shall proceed to dispense the Earnest Money and octoor within the 30 day period, then the Escrowee may deposit the Earnest Money and costs, including reasonable attorney fees, related to the filling of an action in the nature of an interpleader. Escrowee may withdraw from the Earnest Money all costs, including reasonable attorney fees, related to the filling of the interpleader, and the Parties shall indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorneys fees, costs, and expenses arising out of those claims and demands. In the event of default by Buyer, the Earnest Money, less expenses and commission of the listing broker, shall be paid to Seller. If Seller defaults, the Earnest Money, at the option of Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligations of this Contract.

H. Code Violations. Seller warrants that no notice irom any city, village, or other governmental authority of a dwelling code violation that currently exists on the Property has been issued and received by Seller or Seller's agen' ("Co de Violation Notice"). If a Code Violation Notice is received after the Acceptance Date and before Closing, Seller shall promptly notify Buyer of the Code Violation Notice. If the matters specified in such Code Violation Notice are not resolved prior to Closing, Buyer may terminate this Contract by Notice to Seller and this Contract shall be null and void

I. Escrow Closing. At the written request of Seller or Buyer received prior to the delivery of the Deed, this sale shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of th

Legal Description and Survey. At least 5 Business Days prior to Closing, Seller shall provide, at Seller's cost and expense, Buyer with a survey by a licensed land surveyor dated not more than six months prior to the date of Closing, showing the present location of all improvements. If Buyer or Buyer's mortgaged desires a more recent or extensive survey, the survey shall be obtained at Buyer's expense. The Parties may amend this contact to attach a complete and correct legal description of the Property.

K. Affidavit of Title; ALTA. Seller agrees to furnish to Buyer an affidavit of title subject only to those items set forth in this Contract, and an ALTA form if required by Buyer's mortgagee, or the title insurance company, for extended coverage.

L. RESPA and FIRPTA. Buyer and Seller shall make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974 (RESPA), as amended. Buyer and Seller shall comply with the reporting requirements of the complicable sections of the Internal Revenue Code and the Foreign Investment in Real Property Tax Act (FIRPTA). Unless otherwise disclosed in writing, Seller represents that Seller is a United States Taxpayer and will deliver a FIRPTA Affidavit evidencing same to Closing.

M. Transfer Taxes. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Any real estate transfer tax required by local ordinance with regard to a transfer or transaction tax. Any real estate transfer tax required by local ordinance.

N. Removal of Personal Property. Seller shall remove from the Property by the Closing Date all debris and Seller's personal property or conveyed by Bill of Sale to Buyer.

O. Surrender. Seller agrees to surrender possession of the Property in broom-clean condition and in the same condition as it was cartier icceptance Date, ordinary wear and tear excepted, subject to Paragraph B of the General Provisions of this Contract. To the extent that Seller falls to comply with this Turrarach, Seller shall not be responsible for that portion of the total cost related to this violation that is below \$250.00.

- P. Time. Time is of the essence for purposes of this Contract.
- 186 Q. Number. Wherever appropriate within this Contract, the singular includes the plural.
  - R. Flood Plain Insurance. In the event the Property is in a flood plain and flood insurance is required by Buyer's lender, Buyer shall pay for that insurance.
- 188 S. Business Days and Time. Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 AM to 6:00 PM Chicago Time.

T. Patriot Act. Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by Executive Order or the United States Treasury Department as a Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation which is enforced or administered by the Office of Foreign Assets Control ("OFAC"), and that they are not engaged in this transaction directly or indirectly or indirectly or indirectly or nation. Each Party shall defend, indemnify, and hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

U. Brokers. The real estate brokers named in this Contract shall be compensated in accordance with their agreements with their clients and/or any offer of compensation made by the listing broker in a multiple listing service in which the listing and cooperating broker both participate.

V. Executed Contract. The listing broker shall hold the fully executed copy of this Contract.

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Buyer Initials: \_\_\_\_\_ Buyer Initials: \_\_\_\_\_ Seller Initials: \_\_\_\_\_\_ Seller Initials: \_\_\_\_\_ Seller Initials: \_\_\_\_\_\_ Seller Initials: \_\_\_\_\_\_ Seller I

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## **UNOFFICIAL COPY**

#### LEGAL DESCRIPTION:

LOT 13 IN BLOCK 4 OF CORWITH'S RESUBDIVISION OF LOTS 81 TO 120, INCLUDING LOTS 124 TO 140, INCLUDING LOTS 144 TO 150, INCLUDING LOTS 152 TO 157 ALL IN THE TOWN OF BRIGHTON SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 36 TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 16-36-403-030-0000

The County Of County Clerk's Office COMMONLY KNOWN AS: 2622 West 36th Street, Chicago, IL 60632