

# UNOFFICIAL COPY

MORTGAGE

is Mortgage is granted this 9th day of October, 19 86,  
Frank J. Bara as Trustee of the Frank J. Bara Revocable Trust dated July 26,  
and Francis P. Hoffman, as Trustee of the Francis P. Hoffman Revocable  
Trust dated July 25, 1984, with offices at 1777 River Oaks Drive, Calumet City,  
Illinois 60409, as Mortgagor, to FORD LEASING DEVELOPMENT COMPANY, a Delaware  
corporation with offices at 300 Renaissance Center, P. O. Box 43336, Detroit,  
Michigan 48243, as Mortgagee.

## ARTICLE 1 Definitions

### 1.1 Definitions

As used herein, the following terms shall have the following meanings:

(a) Defaulted Interest Rate: The interest rate of thirteenth and four-tenths percent (13.4%)

(b) Note: The promissory note, dated of even date with this Mortgage, made by Mortgagor to the order of Mortgagee, in the amount of \$360,865, secured, in part, by this Mortgage.

(c) Assignment: The assignment, contained in Article 2 of this Mortgage, from Mortgagor to Mortgagee of all of Mortgagor's right, title and interest in and to the Leases and the Rents.

(d) Awards: All awards and payment made or hereafter to be made by any municipal, state or Federal authorities or boards to Mortgagor, including any awards and payments for any taking of all or a portion of the Mortgaged Property, as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain, or for any change or changes of grade of streets affecting the Mortgaged Property.

(e) Buildings: All buildings, improvements, alterations or appurtenances now, or at any time hereafter located upon the Land or any part thereof.

(f) Event(s) of Default: The happenings and occurrences described in Article 4 of this Mortgage.

(g) Fixtures: All fixtures located upon or within the Land.

(h) Impositions: All (i) real estate and personal property taxes and other land taxes and assessments, water and sewer rates and charges, and all other governmental charges and any interest or costs or penalties with respect thereto, and charges for any easement or agreement maintained for the benefit of the Mortgaged Property which at any time prior to or after the execution of the Security Documents may be assessed, levied, or imposed upon the Mortgaged Property or the rent or income received therefrom or any use or occupancy thereof, and (ii) other taxes, assessments, fees and governmental charges levied, imposed or assessed upon or against Mortgagor or any of its properties.

(i) Indebtedness: The principal of and interest on and all other amounts, payments and premiums due under the Note, and all other Indebtedness of Mortgagor to Mortgagee.

(j) Land: The real estate described in Exhibit 1 attached hereto.

(k) Leases: Any and all leases, subleases, licenses, concessions or grants of other possessory interests now or hereafter in force, oral or

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written, covering or affecting the Mortgaged Property, or any part thereof, together with all rights, powers, privileges, options and other benefits of Mortgage thereunder.

(l) Mortgaged Property: The Land and the Buildings and the Fixtures and the Personalty together with:

(i) all rights, privileges, tenements, hereditaments, rights-of-way, easement, appendages and appurtenances of the Land and/or the Buildings belong or in anywise appertaining thereto and all right, title and interest of Mortgagor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof; and

(ii) all the estate, right, title, interest, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Land and the Buildings and the Fixtures and the Personalty.

(m) Mortgagee: The entity named as such in the preamble of this Mortgage and its successors and assigns and the holders, from time to time, of the Note.

(n) Mortgagor: The person, persons or entity named as such in the preamble of this Mortgage and, as the case may be, his, their or its heirs, administrators, executors, successors and assigns and his, their or its successors in interest in and to the Mortgaged Property.

(o) Obligations: Any and all of the covenants, promises and other obligations (other than the Indebtedness) made or owing by Mortgagor to Mortgagee under and/or as set forth in the Note and/or the Security Documents.

(p) Personalty: All furniture, furnishings, equipment, inventory, machinery and all other personal property (other than the Fixtures) now located in, upon or about the Land and the Buildings, together with all, replacements and substitutions thereto or therefore and the proceeds thereof.

(q) Rents: All of the rents, revenues, income, profits, deposits, tenders and other benefits payable under the Leases and or arising from the use and enjoyment of all or any portion of the Mortgaged Property.

(r) Security Agreement: The Security Agreement, contained in this Mortgage, wherein and whereby Mortgagor grants a security interest in the Personalty and the Fixtures to Mortgagee.

(s) Security Documents: This Mortgage, the Assignment, the Security Agreement and any and all other documents now or hereafter securing the payment of the Indebtedness or the observance or performance of the Obligations.

## ARTICLE 2 Grant

### 2.1 Grant

To secure the payment of the Indebtedness and the performance and discharge of the Obligations, Mortgagor by these presents hereby grants, bargains, sells, assigns, mortgages, conveys and warrants unto Mortgagee the Mortgaged Property, the Leases, the Rents and the Awards, to have and to hold the Mortgaged Property unto Mortgagee, its successors and assigns forever.

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## 2.2 Condition of Grant.

The condition of these presents is such that if Mortgagor shall pay or cause to be paid the Indebtedness as and when the same shall become due and payable and shall observe, perform and discharge the Obligations, then the Security Documents and the estates and rights granted by them shall be void, otherwise to remain in full force and affect.

## ARTICLE 3 Covenants

### 3.1 Covenants

Until the entire Indebtedness shall have been paid in full, Mortgagor hereby covenants and agrees as follows:

#### a. Compliance with Laws.

Mortgagor will promptly and faithfully comply with, conform to and obey all present and future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every Board of Fire Underwriters having jurisdiction, or similar body exercising similar functions, which may be applicable to it or to the Mortgaged Property, or any part thereof, or to the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Mortgaged Property, or any part thereof, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Mortgaged Property.

#### b. Payment of Imposition.

Mortgagor will duly pay and discharge, or cause to be paid and discharged, the Impositions, such Imposition or installments thereof to be paid not later than the day any fine, penalty, interest or costs may be added thereto or imposed by law for the non-payment thereof; provided, however, that if, by law, any Imposition may be paid in installments, Mortgagor may pay the same in such installments.

#### c. Repair.

Mortgagor will keep the Mortgaged Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof and additions and betterments and improvements thereto, and will use its best efforts to prevent any act or thing which might impair the value or usefulness of the Mortgaged Property, and Mortgagor will obtain the written consent of Mortgagee prior to (i) making any alterations or additions to the Mortgaged Property which would materially diminish the value thereof or (ii) removing any of the Buildings.

#### d. Insurance.

Mortgagor will maintain insurance upon the Mortgaged Property against loss by fire and such other hazards, casualties and contingencies as are normally and usually covered by extended coverage in amounts and with insurers acceptable to Mortgagee. All insurance policies required by this section shall name Mortgagee as loss payee.

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## e. Restoration Following Casualty.

In the event of the happening of any casualty, of any kind of nature (whether insured against or not), resulting in damage to or destruction of the Mortgaged Property, Mortgagor will give notice thereof to Mortgagee, and Mortgagor will promptly restore, repair, replace, rebuild or alter the Mortgaged Property as nearly as possible to its value and condition immediately prior to such damage or destruction.

## f. Performance of Leases and Other Agreements.

Mortgagor will duly and punctually perform all covenants and agreements expressed as binding upon it under the Leases and other agreement to which it is a party with respect to the Mortgaged Property or any part thereof.

## g. Inspection.

Mortgagor will permit Mortgagee, at all reasonable times, to inspect the Mortgaged Property.

## h. Hold Harmless.

Mortgagor will defend and hold Mortgagee harmless from any action, proceeding or claim affecting the Mortgaged Property, or the value of the Note or the Security Documents, except for matters which are the responsibility of Mortgagee under the Purchase Agreement.

## i. Payment of Rents.

Mortgagor hereby agrees that the respective tenants under the Leases, upon notice from Mortgagee of the occurrence of an Event of Default, shall thereafter pay to Mortgagee the Rents due and to become due under the Leases without any obligations to determine whether or not such an Event of Default does in fact exist. Until the occurrence of an Event of Default, Mortgagor shall be entitled to collect the Rents as and when they become due and payable, but never more than two months in advance.

## j. Awards.

Mortgagor will file and prosecute its claim or claims for any Awards in good faith and with due diligence and cause the same to be collected and paid over to Mortgagee, and hereby irrevocably authorizes and empowers Mortgagee, if Mortgagee, so desires, to file such claim and collect any Awards and agrees that the proceeds of any Awards will be applied by Mortgagee in reduction of the Indebtedness.

## ARTICLE 4 Events of Default

### 4.1 Events of Default

The term "Event(s) of Default" as used in the Security Documents and in the Note, shall mean the occurrence or happening, from time to time, of any one or more of the following:

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## a. Payment of Indebtedness.

If Mortgagor shall default in the due and punctual payment of all or any portion of any installment of the Indebtedness as and when the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment or by acceleration or otherwise, and such default shall continue for ten days after notice.

## b. Performance of Obligations.

If the Mortgagor shall default in the due observance or performance of any of the Obligations other than payment of money.

## c. Bankruptcy, Receivership, Insolvency, etc.

If Mortgagor shall become insolvent within the meaning of the Federal Bankruptcy Code, or bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings shall be instituted by or against Mortgagor with respect to all or any part of Mortgagor's property under the Federal Bankruptcy Code or other law of the United States or of any State or other competent jurisdiction, and if such proceedings are instituted against Mortgagor, it shall consent thereto or shall fail to cause the same to be dismissed within sixty (60) days.

## d. Laws Affecting Obligations and Indebtedness.

If subsequent to the date of this Mortgage, the State in which the Mortgaged Property is located passes any law (i) which renders payment of the indebtedness and or performance of the Obligations by Mortgagee unlawful, or (ii) which prohibits Mortgagee from exercising any of its rights and remedies under the Security Documents.

## ARTICLE 5 Default and Foreclosure

### 5.1 Remedies.

If an Event of Default shall occur, Mortgagee at its option may exercise one or more or all of the following remedies:

a. Acceleration. Declare the unpaid portion of the Indebtedness to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

b. Receiver. Apply at any time to a court having jurisdiction for the appointment of a receiver of the Mortgaged Property and of the Rents and Leases; and such appointment shall be made by the court as a matter of strict right to Mortgagee and

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without reference to the adequacy or inadequacy of the security or value of the mortgaged Property, or to the solvency or insolvency of Mortgagor, and the Rents shall be applied by the receiver to the payment of the Indebtness, as provided in Section 5.4 hereof, or as otherwise ordered by the court.

c. Foreclosure and Private Sale. Sell the Mortgaged Property, in whole or in part, (i) under the judgment or decree of a court of competent jurisdiction, or (ii) at public auction (if permitted by the laws of the jurisdiction in which the Mortgaged Property is situated) in such manner, at such time or times and upon such items as Mortgagee may determine, or as provided by law, and/or sell the Personalty and/or the Fixtures, in whole or in part, at one or more public or private sales, in such manner, at such time or times and upon such terms as Mortgagee may determine, or as provided by law.

d. Other. Exercise any other remedy specifically granted under the Security Documents or now or hereafter existing in equity, at law, by virtue of stature or otherwise.

## 5.2 Remedies Cumulative and Concurrent.

The rights and remedies of Mortgagee as provided in the Note and in the Security Documents shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor or against other obligors or against the Mortgaged Property, or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefore shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

## 5.3 Waiver of Notice, Marshalling, Etc.

Mortgagor hereby waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from the sale thereof, from attachment, levy or sale on execution, or providing for any appraisalment, valuation, stay or execution, exemption from civil process, or extension of time for payment, (b) unless specifically required herein, all notices of Mortgagor's default or of Mortgagee's election to exercise, or Mortgagee's actual exercise, of any option or remedy under the Note or the Security Documents, and (c) any right to have the Mortgaged Property marshalled.

## 5.4 Application of Proceeds.

The proceeds of any sale of all or any portion of the Mortgaged Property and the amounts generated by any holdings, leasing, operation or other use of the Mortgaged Property shall be applied by Mortgagee in the following order:

(a) first, to the payment of the costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same,

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including without limitation payment of reasonable legal expenses and fees of a receiver;

(b) second, to the payment of accrued and unpaid interest on the Note; and

(c) third, to the payment of the balance of the Indebtedness.

The balance, if any, shall be paid to the parties entitled to receive it.

## ARTICLE 6 Miscellaneous

### 6.1 Security Agreement.

Mortgagor hereby grants to Mortgagee a security interest in the Personalty and Fixtures under the Uniform Commercial Code as adopted by the State in which the Personalty and Fixtures are located, and Mortgagee shall have all rights with respect thereto afforded to it by such Code, in addition to, but not in limitation of, the other rights afforded to Mortgagee by the Security Documents.

### 6.2 Information.

Mortgagor represents and warrants that all information, reports, papers and data given to Mortgagee with respect to Mortgagor or others obligated under the terms of the Security Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Mortgagee a true and accurate knowledge of the subject matter thereof.

### 6.3 Further Assurances.

Mortgagor, upon the reasonable request of Mortgagee, will execute, acknowledge and deliver such further instruments (including, without limitation, a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens thereof any property intended by the terms thereof to be covered thereby, and any renewals, additions, substitutions, replacements or betterments thereto.

### 6.4 Recording and Filing.

Mortgagor, at its expense, shall cause the Security Documents and all supplements thereto at all times to be recorded and filed and re-recorded and re-filed in such manner and in such places as Mortgagee reasonably shall request, and shall pay all such recording, filing, re-recording and re-filing taxes, fees and other charges.

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## 6.5 Mortgagee's Right to Perform the Obligations.

If Mortgagor fails to make any payment or perform any act required by the Note or the Security Documents, Mortgagee, without any obligation so to do and without waiving any other right, remedy or recourse, may make such payment or perform such act at the expense of Mortgagor. All sums so paid by Mortgagee and all costs incurred in connection therewith, together with interest thereon at the Defaulted Interest Rate from the date of payment, shall constitute part of the Indebtedness and shall be paid by Mortgagor to Mortgagee on demand.

## 6.6 Covenants Running with the Land.

All covenants contained in the Security Documents shall run with the Mortgaged Property and be binding on Mortgagor and its successors and assigns.

## 6.7 Severability.

In case any one or more of the Obligations shall be invalid, illegal or unenforceable in any respect, the validity of the remaining Obligations shall be in no way affected, prejudiced or disturbed thereby.

## 6.8 Modification.

The Security Documents and the terms of each of them may not be changed, waived, discharged or terminated orally, but only by an instrument of instruments in writing signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

## 6.9 Applicable Law.

The Security Documents shall be governed by and construed according to the laws of the State in which the Mortgaged Property is located.

## 6.10 Notices.

All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid (or if mail service shall be unavailable as the result of a strike or other cause beyond the control of the party required to provide such notice, by air or surface parcel delivery service), addressed as follows:

If to Mortgagor:

Frank J. Bara and  
Francis P. Hoffman, Trustees  
1777 River Oaks Drive  
Calumet City, IL 60409

If to Mortgagee:

Ford Leasing Development Company  
300 Renaissance Center  
P. O. Box 43336  
Detroit, Michigan 48243  
Attention: Mr. P. J. Walby

or at such other address as either party may designate to the other by written notice. Any notice by certified or registered mail shall be deemed to have been given on the date of certification or registration thereof. Any notice

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by air or surface parcel delivery shall be deemed to have been given on the date submitted to the carrier for delivery.

## 6.11 Prior Mortgage.

This Section 6.11 shall be applicable only if this Mortgage is not a first lien on the Mortgaged Property. Mortgagor shall not, without the prior written consent of Mortgagee, enter into or obtain any agreement written or oral, whereby the holder of any mortgage which is prior in lien to this Mortgage (herein called "Prior Mortgage") waives, extends, postpones, reduces, increases or otherwise modifies the payment of any installment of principal and/or interest, or any other item or amount required to be paid under the terms of the Prior Mortgage, or in any way modifies any other provisions thereof. If Mortgagor shall fail to make any payment or perform any act required by the Prior Mortgage, then, at any time thereafter, without notice to or demand upon Mortgagor and without waiving or releasing any obligation or default, Mortgagee may make such payment or perform such act for the account of and at the expense of Mortgagor, and shall have the right to enter the Mortgaged Property for such purpose and to take all such action thereon with respect thereto as may be necessary or appropriate for such therewith, together with interest thereon at the Defaulted Interest Rate from the date of payment, shall constitute part of the Indebtedness, and shall be paid by Mortgagor to Mortgagee on demand, Mortgagor shall deliver to Mortgagee a copy of any notice received from the holder of the Prior Mortgage and/or sent by Mortgagor thereto.

## 6.12 Junior Financing.

Without the prior written consent of Mortgagee, Mortgagor will not incur any additional indebtedness or create or permit to be created or to remain, any mortgage, pledge, lien, encumbrance or charge on, or conditional sale or other title retention agreement, whether prior or subordinate to the liens of the Security Documents, with respect to the Mortgaged Property or any part thereof or income therefrom, other than the Security Documents.

## 6.13 Possession of Mortgaged Property.

If for any reason the Mortgaged Property ceases to be used or occupied by a person or entity who or which is a party to a duly authorized and validly existing Sales Agreement with Ford Motor Company, then in such event Mortgagee at its option may declare the unpaid portion of the Indebtedness immediately due and payable, without further notice or demand (each of which is hereby expressly waived by Mortgagor).

WARNING: THE MORTGAGE CONTAINS A POWER OF SALE AND UPON DEFAULT MAY BE FORECLOSED BY ADVERTISEMENT. IN FORECLOSURE BY ADVERTISEMENT AND THE SALE OF THE MORTGAGED PROPERTY IN CONNECTION THEREWITH, NO HEARING IS REQUIRED AND THE ONLY NOTICE REQUIRED IS TO PUBLISH NOTICE IN A LOCAL NEWSPAPER AND TO POST A COPY OF THE NOTICE ON THE PREMISES.

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WAIVER: THE MORTGAGOR HEREBY WAIVES ALL RIGHTS UNDER THE CONSTITUTION AND LAWS OF THE UNITED STATES AND UNDER THE CONSTITUTION AND LAWS OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED TO A HEARING PRIOR TO SALE IN CONNECTION WITH THE ABOVE-MENTIONED FORECLOSURE BY ADVERTISEMENT AND ALL NOTICE REQUIRED EXCEPT AS SET FORTH IN THE STATUTE PROVIDING FOR FORECLOSURE BY ADVERTISEMENT.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage on the day and year first above written.

WITNESS.

*Frank J. Bera*

Frank J. Bera as Trustee of Revocable Trust dated July 26, 1984

*Francis P. Hoffman*

Francis P. Hoffman as Trustee of Revocable Trust dated July 25, 1984

State of Illinois

County of Cook

I, JEAN DEPHON a Notary Public in and for said county and state, do hereby certify that FRANK J. BERA AND FRANCIS P. HOFFMAN, AS TRUSTEES Personally known to me to be the same Person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9TH day of OCTOBER 1986

*Jean Dephon*

Commission expires: 4-9-87

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When recorded return to the  
above address.

Philip J. Walby  
Ford Leasing Development Company  
300 Renaissance Center  
P.O. Box 43336  
Detroit, MI 48243

This Instrument Prepared By:

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## EXHIBIT 1

Lot 1 in BARA & HOFFMAN RESUBDIVISION of part of Lot 7 in the Resubdivision of Lot 2 in River Oaks West Unit No. 2 in the North East 1/4 of Section 24, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

TOGETHER with a non-exclusive driveway easement for unobstructed ingress and egress on, over, and through the following described property:

THAT PART OF LOT 7 IN THE RESUBDIVISION OF LOT 2 IN RIVER OAKS WEST UNIT NO. 2 IN THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1974 AS DOCUMENT NO. 22596/04, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 0 DEGREES 02 MINUTES 11 SECONDS EAST (ALONG THE WEST LINE THEREOF) 195.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 0 DEGREES 02 MINUTES 11 SECONDS EAST, 36.25 FEET TO A NORTHWEST CORNER OF LOT 7; THENCE SOUTH 89 DEGREES 52 MINUTES 52 SECONDS EAST, 188.37 FEET TO THE SOUTHEAST CORNER OF LOT 8; THENCE SOUTH 0 DEGREES 02 MINUTES 11 SECONDS WEST, ALONG THE SOUTHERLY EXTENSION OF THE LINE BETWEEN LOTS 7 AND 8, A DISTANCE OF 36.25 FEET TO THE NORTH LINE OF THE SOUTH 195.00 FEET OF LOT 7; THENCE NORTH 89 DEGREES 52 MINUTES 52 SECONDS WEST, ALONG SAID NORTH LINE, 188.37 FEET TO THE HEREBY DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Office

Address - 1777 River Oaks Drive  
Calumet City, IL

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