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SIXTH AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

\$38.00

This Sixth Amendment to Assignment of Leases and Rents ("Amendment") dated as of November 5th 1986 among LaSalle National Bank, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated as of March 1, 1984 and known as Trust No. 107701 ("Trust 107701"), LaSalle National Bank, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated as of May 1, 1984 and known as Trust No. 107707 ("Trust 107707"), JMB/Urban 900 Development Partners, Ltd., an Illinois Limited Partnership ("Beneficiary") (Trust 107701 and Trust 107707 and Beneficiary being hereinafter collectively referred to as "Assignors"), and Bank of Montreal ("Bank"):

W I T N E S S E T H:

WHEREAS, Assignors executed and delivered to Bank that certain Assignment of Leases and Rents dated March 22, 1985 and recorded as Document No. 27508475, as amended by Amendment to Assignment of Leases and Rents recorded as Document Number 86216075, Second Amendment to Assignment of Leases and Rents dated June 30, 1986 recorded as Document Number 86367964 and Third Amendment to Assignment of Leases and Rents dated as of September 2, 1986 recorded as Document Number ~~86405516~~, Fourth Amendment to Assignment of Leases and Rents dated as of September 30, 1986 recorded as Document Number ~~86472657~~ and Fifth Amendment to Assignment of Leases and Rents dated as of November 1, 1986 encumbering the land and leasehold described on Schedules I and II attached hereto ("together the Assignment"); and

WHEREAS, Trust 107701, Trust 107707 and Bank have entered into an Eighth Amendment to Mortgage and Security Agreement with Assignment of Rents dated of even date herewith (the "Eighth Amendment") which amends the provisions of that certain Mortgage and Security Agreement with Assignment of Rents dated March 22, 1985, executed and delivered by Trust 107701 and Trust 107707 to Bank, and recorded on April 11, 1985 as Document No. 27508474 encumbering the land and leasehold described on Schedules I and II attached hereto, as amended by that certain Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of September 30, 1985 and recorded October 16, 1985 as Document No. 85239290, that certain Second Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of December 27, 1985, that certain Third Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of March 31, 1986, that certain Fourth Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of June 30,

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1986/11/5 # 1986411

Prepared by [Signature] for [Signature]
 in the presence of [Signature]
 [Signature]

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1986, that certain Fifth Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of September 2, 1986, that certain Sixth Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of September 30, 1986 and that certain Seventh Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of November 1, 1986 (said mortgage as amended is herein called the "Mortgage") by extending the maturity date of the Note (hereinafter defined).

WHEREAS, Bank and Beneficiary entered into an Eighth Amendment to Loan and Reimbursement Agreement dated as of even date herewith which amended the provisions of that certain Loan and Reimbursement Agreement dated December 31, 1984 between Beneficiary and Mortgagee, as amended by an Amendment to Loan and Reimbursement Agreement dated September 30, 1985 and a Second Amendment to Loan and Reimbursement Agreement dated as of September 30, 1986, a Fifth Amendment to Loan and Reimbursement Agreement dated as of September 2, 1986, a Sixth Amendment to Loan and Reimbursement Agreement dated as of September 30, 1986 and a Seventh Amendment to Loan and Reimbursement Agreement dated as of November 1, 1986, called the "Loan Agreement") by extending the maturity date thereof;

WHEREAS, Beneficiary and Bank entered into an Amendment to Promissory Note ("Note Amendment") dated as of December 27, 1985, a Second Amendment ("Second Note Amendment") to Promissory Note dated March 31, 1986, a Third Amendment ("Third Note Amendment") to Promissory Note dated as of June 30, 1986, a Fourth Amendment ("Fourth Note Amendment") to Promissory Note dated as of September 2, 1986, a Fifth Amendment ("Fifth Note Amendment") to Promissory Note dated as of September 30, 1986, a Sixth Amendment ("Sixth Note Amendment") to Promissory Note dated as of November 1, 1986, and a Seventh Amendment ("Seventh Note Amendment") to Promissory Note dated as of November 30, 1986 which amended the Note (as defined in the Assignment) by extending the maturity date of such indebtedness; and

WHEREAS, Assignors and Bank desire to amend the Assignment to reflect the extension of the maturity date of such indebtedness and reflect that the Loan Agreement has been amended as aforesaid and that all references in the Assignment to the Loan Agreement shall mean the Loan Agreement as amended, that the Note has been amended by the Note Amendment, Second Note Amendment, Third Note Amendment, Fourth Note Amendment, Fifth Note Amendment, Sixth Note Amendment and Seventh Note Amendment, and that all references in the Assignment to the Note shall mean the Note as amended by the Note Amendment, Second Note Amendment, Third Note Amendment, Fourth Note Amendment, Fifth Note Amendment, Sixth Note Amendment and Seventh Note Amendment;

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NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Assignors and Bank hereby agree that the Assignment is amended as follows:

Subsections (i) and (ii) beginning on the second line of the first full paragraph on page 2 of the Assignment are hereby deleted and the following are substituted in their place:

"(i) the payment in full of all principal of and interest on that certain promissory note of the Beneficiary dated March 22, 1985 and amended by Amendment to Promissory Note dated as of December 27, 1985, further amended by Second Amendment to Promissory Note dated March 31, 1986 and further amended by Third Amendment to Promissory Note dated as of June 30, 1986, and further amended by Fourth Amendment to Promissory Note dated as of September 2, 1986 and further amended by Fifth Amendment to Promissory Note dated as of September 30, 1985 and further amended by Sixth Amendment to Promissory Note dated as of November 1, 1986 and further amended by Seventh Amendment to Promissory Note dated as of November 30, 1986 payable to the order of the Assignee in the face principal sum of \$52,756,320.10, including any amounts prepaid and reborrowed thereunder expressed to bear interest at the rates and payable at the times therein provided and having a final maturity of all principal and interest not required to be sooner paid of December 19, 1986, provided, however, that in the event Beneficiary procures any letter of credit (as defined in the hereinafter described Mortgage) pursuant to the Loan Agreement (as defined in the Mortgage), the obligation of Beneficiary evidenced by such Note to reimburse the Bank in connection with drafts drawn under the letters of credit set forth in the Loan Agreement shall mature on the earlier of the expiry of the last of the letters of credit or August 31, 1988 or the date the draft or drafts are paid by the Bank and any notes issued in extension or renewal thereof or in substitution therefore (said note as amended is herein called the "Note"), (ii) the performance of all obligations, covenants, promises and agreements contained herein or in that certain Mortgage and Security Agreement with Assignment of Rents dated March 22, 1985 from the Trustee to the Assignee, as amended by that certain Amendment to Mortgage and Security Agreement with Assignment of Rents dated

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This Sixth Amendment is executed by Basille National Bank, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by Bank and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof.

No reference to this Sixth Amendment need be made in any instrument or document at any time referring to the Assignment, any reference in any of such instrument or document to the Assignment to be deemed a reference to the assignment as amended hereby.

All references in the Note and in the Loan Agreement shall be deemed references to the Assignment as amended by this Sixth Amendment. All of the terms, provisions, agreements and covenants contained in the Assignment shall stand and remain unchanged and in full force and effect except to the extent specifically amended hereby.

as of September 30, 1985, that certain Second Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of December 27, 1985, that certain Third Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of March 31, 1986, that certain Fourth Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of June 30, 1986, that certain Fifth Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of September 2, 1986 and that certain Sixth Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of September 30, 1986 and that certain Seventh Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of November 30, 1986 (said mortgage as amended is herein called the "Mortgage") conveying and mortgaging the premises as security for the Note and any and all other indebtedness intended to be secured thereby."

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by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of any guarantors of the indebtedness hereby secured or by proceeding against any other collateral security therefor.

The Bank covenants and agrees that, except as hereinafter provided, neither the beneficiary nor any partner thereof, shall have any personal liability for payment of the Note or any other indebtedness, obligation or liability arising hereunder, under the Note, the mortgage, the additional collateral documents (as defined in the loan agreement) or any other document securing the Note; provided, however, that (i) the foregoing shall not restrict or impair the rights of the Bank, which are unconditional and absolute, to resort to the guaranty or the collateral security for the Note and the other indebtedness, obligations and liabilities set forth or referred to in the loan agreement, (ii) the beneficiary and its partners shall be and remain fully responsible and liable for any loss, cost or expense suffered or incurred by the Bank or any holder or holders of the Note to the extent the same results from a breach of the covenants set forth in the last sentence of Section 3.7 of the loan agreement or in Section 3.8 in the loan agreement or from any representation or warranty contained in the loan agreement, the Note, any additional collateral document or any other document securing the Note being knowingly false when made in any material respect, provided that no partner of the beneficiary shall be liable for any loss resulting from a representation or warranty being false unless he had personal knowledge of such falsity.

IN WITNESS WHEREOF, Assignors and Bank have executed and delivered this Agreement at Chicago, Illinois as of the 5th day of November, 1986.

LASALLE NATIONAL BANK
As Trustee of Trust 107701, as
Addressed and Not Personally
By [Signature]
Vice President

Its [Signature] Secretary
Type or Print Name

(SEAL)
ATTEST: [Signature]

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Type or Print Name
Rita Simon Welter
Its Assistant Secretary

James A. Clark

By James A. Clark Vice President

ATTEST:

(SEAL)

LASALLE NATIONAL BANK
As Trustee of Trust 107707, as
Addressed and Not-Personally

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JMB/URBAN 900 DEVELOPMENT PARTNERS, LTD., an Illinois limited partnership

By: Realty Investors II, Inc.
By: Frank Chalka
Its: President

By: JMB Real Estate Holdings II, Inc.
By: Frank Chalka
Its: President

BANK OF MONTREAL
By: [Signature]
Its: GEORGE W. HIOZ
ACCOUNT MANAGER

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My Commission Expires: July 17, 1986
(SEAL)

James R. Morrison
Notary Public
James R. Morrison
(TYPE OR PRINT NAME)

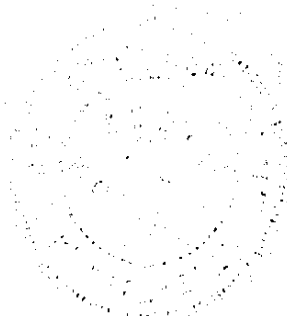
Given under my hand and notarial seal, this 17 day of December, 1986.
I, James R. Morrison, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert C. MATHIAS, VICE President of Realty Investors-II, Inc., an Illinois corporation, said corporation being a partner of JMB/Urban 900 Development Partners, Ltd., an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation.

STATE OF ILLINOIS
COUNTY OF COCL
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) SS.
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1986 JUL 17

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Property of Cook County Clerk's Office

My Commission Expires: July 17, 1987
(SEAL)

James A. [Signature]
Notary Public
(TYPE OR PRINT NAME)

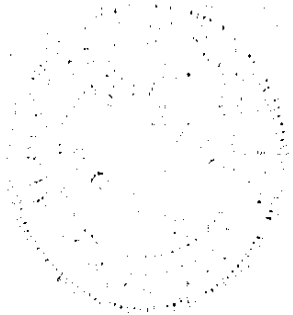
Given under my hand and notarial seal, this 17th day of December, 1986.

I, James A. [Signature] a Notary Public in and for said County, in the State aforesaid, do hereby certify that Grant C. [Signature] President of JMB Real Estate Holdings-II, Inc., an Illinois corporation, said corporation being a partner of JMB/Urban 900 Development Partners, Ltd., an Illinois Limited Partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation.

STATE OF ILLINOIS)
COUNTY OF Cook)
SS.)

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1986 JUL 14

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Property

My Commission Expires:

(SEAL)

(TYPE OR PRINT NAME)

Evelyn F. Moore

Notary Public

Given under my hand and notarial seal, this 14th day of July, 1986.

I, Evelyn F. Moore, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James A. Clark, President of Lasalle National Bank, a national banking association, and Rita Stimm Walter, Assistant Secretary of said national banking association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Secretary and President and Trustee of Trust Number 107707 as aforesaid, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that she, as custodian of the seal of said association, did affix the corporate seal of said national banking association to said instrument, as her own free and voluntary act and as the free and voluntary act of said national banking association as Trustee of Trust Number 107707 as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

1986 JUL 14

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Property of Cook County

My Commission Expires:

(SEAL)

(TYPE OR PRINT NAME)

Notary Public
Mr. [Signature]

Given under my hand and notarial seal, this 17 day of December, 1986.

I, Joseph W. Ladd, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph W. Ladd, a national banking association, and Joseph A. Clark, Secretary of said national banking association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the Trustee of Trust Number 10770 as aforesaid, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the seal of said association, did affix the corporate seal of said national banking association to said instrument, as his own free and voluntary act and as the Trustee of Trust Number 10770 as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS

COUNTY OF COOK)
SS.)

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NOTARY PUBLIC
DENISE A. MENDEZ
1000 N. LAUREL ST.
CHICAGO, ILL. 60642

My Commission Expires:

(SEAL)

Denise A. Mendez
(Type or Print Name)

Notary Public
Denise A. Mendez

I, Denise A. Mendez, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George Weisz, Account Manager of Bank of Montreal, a chartered Bank of Canada, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Account Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank. Given under my hand and notarial seal this 15th day of December, 1986.

COUNTY OF COOK

STATE OF ILLINOIS

)
) SS.

1986 DEC 17 AM 11:03

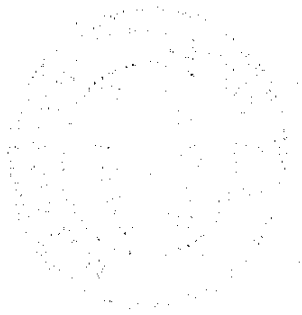
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COOK COUNTY CLERK'S OFFICE
111 N. LAUREL ST.
CHICAGO, ILL. 60642

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THAT PART OF LOTS 3, 4, 9 AND 10 LYING WEST OF THE WEST LINE OF NORTH HIGHWAY AVENUE (FORMERLY PINE STREET) IN BLOCK 11 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO: LOTS 2, 3 AND 4 IN KINZLER'S SUBDIVISION OF LOTS 13, 14 AND 15 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO: LOTS 7, 8, 11, THE NORTH 1/2 OF LOT 5, AND THE SOUTH 1/2 OF THE EAST 1/2 OF LOT 5 IN BLOCK 13, IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO: LOTS 5, 6 AND 7 IN KINZLER'S SUBDIVISION OF LOTS 13, 14 AND 15 IN BLOCK 13 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO: LOTS 8, 11, THE NORTH 1/2 OF LOT 5, AND THE SOUTH 1/2 OF THE EAST 1/2 OF LOT 5 IN BLOCK 13, IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO: LOTS 1 AND 2 IN BLOCK 13 IN BREIT'S SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 13 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

AND ALSO: THE EAST 20 FEET OF LOT 2 IN BREIT'S SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 13 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO: LOT 7 (EXCEPT THE WESTERLY 125 FEET THEREOF) AND LOT 12 (EXCEPT THE WESTERLY 125 FEET THEREOF), AND THE NORTH HALF OF THE WEST HALF OF LOT 6 IN THE SUBDIVISION OF BLOCK 13 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO LOTS 8, 9 AND 10 IN CHRISTOPH KINZLER'S SUBDIVISION OF LOTS 13, 14 AND 15 IN SAID SUBDIVISION OF BLOCK 13, ALL IN COOK COUNTY, ILLINOIS.

Legal Description - See Parcel

Schedule 1

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IN COOK COUNTY, ILLINOIS, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, 13 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH THE NORTH 1/2 OF THE EAST 1/2 OF LOT 6 IN BLOCK 2 IN THE SUBDIVISION OF LOTS 1 AND 2 OF BLOCK ALSO: LOTS 6 AND 7 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 13 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND WESTERLY OF AND ADJOINING THE WESTERLY LINE OF SAID LOT 7 IN THE SUBDIVISION OF LOTS 1 AND 2 OF BLOCK THE EAST HALF OF THE 10 FOOT PRIVATE ALLEY LYING WESTERLY OF AND ADJOINING THE WESTERLY LINE OF SAID RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND SOUTH FRACTION OF SECTION 3, TOWNSHIP 39 NORTH, 2 IN BLOCK 13 IN CANAL TRUSTEE'S SUBDIVISION OF THE ALSO: LOTS 6 AND 7 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 13 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK FRACTION OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, 13 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH LOT 7 IN THE SUBDIVISION OF LOTS 1 AND 2 OF BLOCK WESTERLY OF AND ADJOINING THE WESTERLY LINE OF SAID THE EAST HALF OF THE 10 FOOT PRIVATE ALLEY LYING WESTERLY OF AND ADJOINING THE WESTERLY LINE OF SAID EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK FRACTION OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, 13 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK ALSO: THE SOUTH HALF OF LOT 6 IN BLOCK 13 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL

Schedule 1 - continued

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17-03-211-001	17-03-211-001
17-03-211-002	17-03-211-002
17-03-211-019	17-03-211-019
17-03-211-004	17-03-211-004
17-03-211-003	17-03-211-003
17-03-211-005	17-03-211-005
17-03-211-007	17-03-211-007
17-03-211-006	17-03-211-006
17-03-211-002	17-03-211-002
17-03-211-001	17-03-211-001
17-03-211-007	17-03-211-007
17-03-211-009	17-03-211-009

SEE WESTERLY 125 FEET OF LOTS 7 AND 12 IN THE SUBDIVISION OF BLOCK 12 IN CANAL TOWNSHIP, SECTION 08, TOWNSHIP 19 NORTH, RANGE 14, EAST OF THE MERIDIAN, IN COOK COUNTY, ILLINOIS

Legal Description - Leasehold Parcel

SCHEDULE II

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