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COLLATERAL ASSIGNMENT OF RENTS AND LEASES

Property of Cook County Clerk's Office

LYONS FEDERAL TRUST AND SAVINGS BANK, ASSIGNEE

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT
PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED
NOVEMBER 25, 1936, AND KNOWN AS
TRUST NUMBER 100662-07, ASSIGNOR

COLLATERAL ASSIGNMENT SECURING \$288,000.00 NOTE
EFFECTIVE AS OF DECEMBER 31, 1936

86630473

THIS DOCUMENT PREPARED BY AND UPON
RECORDING IS TO BE RETURNED TO:

GUERARD & DRENK LTD.
100 WEST ROOSEVELT ROAD, A-1
WHEATON, ILLINOIS 60187

FORM 300-HV

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COLLATERAL ASSIGNMENT OF RENTS AND LEASES

LYONS FEDERAL TRUST AND SAVINGS BANK, ASSIGNEE
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT
PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED
NOVEMBER 25, 1986, AND KNOWN AS
TRUST NUMBER 10062-07, ASSIGNOR

COLLATERAL ASSIGNMENT SECURING \$288,000.00 NOTE
EFFECTIVE AS OF DECEMBER 31, 1986

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THIS DOCUMENT PREPARED BY AND UPON
RECORDING IS TO BE RETURNED TO:

GUERRARD & BRENN LTD.
100 WEST ROOSEVELT ROAD, A-1
WHEATON, ILLINOIS 60187

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COLLATERAL ASSIGNMENT OF RENTS & LEASES

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COLLATERAL ASSIGNMENT OF RIGHTS & LIABILITIES

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This table of contents is provided for your information and is not intended to constitute an offer of insurance or any other financial product. Please refer to the actual policy for complete terms, conditions, coverages, exclusions, and limitations.

ARTICLE I

1.1 Assignment of Rights, Liabilities and Obligations

1.1.1 Purpose

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Legal Department
Chicago, Illinois
Date: _____

Property of Cook County Clerk's Office

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COLLATERAL ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, made this 31st day of December, 1986, is by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated November 25, 1986, and known as Trust Number 100662-07 whose address is 33 N. LaSalle Street, Chicago, Illinois, (hereinafter referred to as "Borrower" and/or "Assignor"), and LYONS FEDERAL TRUST AND SAVINGS BANK, whose address is 911 Elm, Hinsdale, Illinois (hereinafter referred to as the "Assignee").

1.1 Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Borrower in, to and under all leases together with any and all future leases hereinafter entered into by any lessor affecting the subject property commonly known as 7516-7518 N. Eastlake Terrace, Chicago, Illinois and legally described in Exhibit "A" attached hereto and made a part hereof, and all guaranties, amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the "Leases", and all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the subject property.

2.1 This Assignment is made for the purpose of securing:

2.1(a) The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note of Borrower of even date herewith in the principal sum of TWO HUNDRED EIGHTY EIGHT THOUSAND AND NO/100 (\$288,000.00) DOLLARS (hereinafter referred to as the "Note") and secured by a certain Mortgage (hereinafter referred to as the "Mortgage") of even date herewith encumbering the subject property; and

2.1(b) The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and any other instrument constituting security for the Note; and

2.1(c) The performance and discharge of each and every term, covenant and condition of Borrower contained in the Note, Mortgage and any other instrument constituting security for the Note.

3.1 Assignor covenants and agrees with Assignee as follows:

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COLLATERAL ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, made this 11th day of December, 1944, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as trustee of Trust Agreement dated November 27, 1944, and known as Trust Agreement Number 100662-07 whose address is 22 N. LaSalle Street, Chicago, Illinois, (hereinafter referred to as "BORROWER" and/or "Assignor"), and LYONS FEDERAL TRUST AND SAVINGS BANK, whose address is 111 Elm, Chicago, Illinois, (hereinafter referred to as the "Assignee").

III. Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, has hereby assigned, sold, transferred, assigned, conveyed, and delivered unto Assignee all rights, title and interest in and to all future leases hereinafter entered into by any tenant affecting the subject property commonly known as 1111-1113 N. LaSalle Terrace, Chicago, Illinois, and hereby described in Exhibit "A" attached hereto, and made a part hereof, and all payments, annuities, and other benefits payable of said leases and any of them, all of which are hereinafter called the "Leases", and all rents, issues and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or an account of the same of the subject property.

3.1. This Assignment is made for the purpose of securing:

3.1(a) The payment of the indebtedness, (including any extension or renewal thereof) evidenced by a certain Note of Borrower in due form heretofore in the principal and of TWO HUNDRED EIGHTY EIGHT THOUSAND AND NO/100 (\$288,000.00) DOLLARS (hereinafter referred to as the "Note") and secured by a certain Mortgage (hereinafter referred to as the "Mortgage") of even date herewith encumbering the subject property; and

3.1(b) The payment of all other due and owing with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and any other instrument constituting security for the Note; and

3.1(c) The performance and discharge of all other covenants and conditions of the Mortgage and any other instrument constituting security for the Note.

3.1. Assignor covenants and agrees with Assignee as follows:

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3.1(a) The sole ownership of the entire Lessor's Interest in the Leases is vested in Borrower, and that Borrower has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

3.1(b) Those Leases listed on the Schedule of Leases (attached hereto as Exhibit "B" and expressly made a part hereof) are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

3.1(c) There are no leases of the subject property except those listed on the Schedule of Leases.

3.1(d) None of the Leases shall be materially altered, modified, amended, terminated, cancelled or surrendered nor any term or condition thereof be waived without the prior written approval of the Assignee.

3.1(e) There are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

3.1(f) Assignor shall give prompt notice to Assignee of any notice received by Borrower claiming that a default has occurred under any of the Leases on the part of the Borrower, together with a complete copy of any such notice.

3.1(g) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.

3.1(h) Assignor will not permit any Lease to come before the Mortgage and shall subordinate all leases to the lien of the Mortgage.

4.1 The parties further agree as follows:

4.1(a) This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until notice is sent to the Assignor in writing that a default has occurred, and has not been cured, under the terms and conditions of the Note or any other instrument constituting additional security for the Note (which notice is hereafter called the "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the subject property.

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3.1(a) The sole ownership of the subject property interest in the lease is vested in Borrower, and Borrower has not, and shall not, perform any acts or execute any other instruments which might prevent Assignor from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

3.1(b) Those leases listed on the Schedule of Leases (attached hereto as Exhibit "B" and expressly made a part hereof) are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered and have not been assigned or otherwise disposed of in any manner whatsoever except as approved in writing by Assignor.

3.1(c) There are no leases of the subject property except those listed on the Schedule of Leases.

3.1(d) None of the leases shall be unilaterally altered, modified, amended, terminated, cancelled or surrendered nor any term or condition thereof be waived without the prior written approval of the Assignor.

3.1(e) There are no leases now existing under any of the leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the leases.

3.1(f) Assignor shall give prompt notice to Assignee of any notice received by Borrower relating to a default has occurred under any of the leases on the part of the Borrower, together with a complete copy of any such notice.

3.1(g) Each of the leases shall remain in full force and effect irrespective of any merger or the interest of lessor and any lessee under any of the leases.

3.1(h) Assignor will not permit any lease to come before the Mortgage and shall subordinate all leases to the lien of the Mortgage.

The parties further agree as follows:

4.1(a) This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, notice is given to the Assignee in writing that a default has occurred, and has not been cured, under the terms and conditions of the Note or any other instrument constituting additional security for the Note (which notice is hereinafter called the "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the subject property.

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4.1(b) In the event of any default at any time in the Note, Mortgage or any other instrument constituting additional security for the Note, Assignee may, at its option after service of a Notice, receive and collect all such rents, income and profits as they become due, from the subject property and under any and all Leases of all or any part of the subject property. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

4.1(c) Borrower hereby irrevocably appoints Assignee its true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of the Notice of any default not having been cured, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the subject property, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the subject property are hereby expressly authorized and directed to pay any and all amounts due Borrower pursuant to the Leases directly to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made.

4.1(d) From and after service of the Notice of any default that has not been cured, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the subject property, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the subject property together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of the Notice of any default that has not been cured, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and

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operating the subject property and of any indebtedness or liability of Borrower to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the subject property or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Borrower to Assignee on the Note and the Mortgage, all in such order as Assignee may determine according to provisions of the Security Documents executed herewith. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the subject property, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the subject property by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the subject property or for any negligence in the management, upkeep, repair or control of the subject property resulting in loss or injury or death to any lessee, licensee, employee or stranger.

4.1(e) Waiver of or acquiescence by Assignee in any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

5.1 The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

6.1 If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

7.1 All Notices to be given pursuant to this Assignment shall be sufficient and shall be deemed served if

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operating the subject property and of any liabilities or
liability of Borrower to Assignee, including but not limited
to the payment of taxes, special assessments, insurance,
premiums, damage claims, the costs of maintenance,
repairs, rebuilding and restoring the improvement of the
subject property or of making the area suitable, and of
less incurred in connection with the improvement of the
Assignment, and of principal and interest payments due to
Borrower to Assignee on the Note and the Mortgage, all in
such order as Assignee may determine necessary for protection
of the Security Documents created hereunder. Assignee shall
be under no obligation to exercise its power to carry out the
rights or claims assigned to it hereunder or to protect or
carry out any of the obligations of the Lessor under the
the Lessor and does not assume any of the liabilities in
connection with or growing out of the Lessor's and
Assignee's of Assignor in the Lessor. It is further
understood that this Assignment shall not constitute a
responsibility for the control, care, maintenance or repair
of the subject property, or other liability, which Assignee
nor shall it operate to make Assignee liable for the
performance of any of the terms and conditions of any of the
leases, or for any waste of the subject property by the
lessee under any of the leases or any other person, or for
any damages or defective condition of the subject property
or for any pollution in the neighborhood, or any other
control of the subject property, including in part the injury
or death to any lessee, licensee, employee or contractor.

4.1(a) Waiver of any requirement by Assignee in
any details by the Assignor, or failure of the Assignor to
maintain upon this subject property by the Assignor or
Assignee, conditions or covenants in this Assignment or
shall not constitute a waiver of any liability or other
liability or failure, whether actual or imputed.

4.1 The rights and remedies of Assignee under this
Assignment are cumulative and not in lieu of, but in
addition to any other rights or remedies which Assignee
shall have under the Note or any other instrument
constituting security for the Note, or at law or in equity.

4.1 If any term of this Assignment, or the
application thereof to any person or instrument, shall
to any extent, be invalid or unenforceable, the remainder
of this Assignment, or the application thereof to any
or circumstances other than those set forth in this
or unenforceable, shall not be affected thereby and the
terms of this Assignment shall be valid and enforceable to
the fullest extent permitted by law.

4.1 All notices to be given pursuant to this
Assignment shall be sufficient and shall be deemed served if

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mailed postage prepaid, certified or registered mail, return receipt requested, to the addresses of the parties hereto as delineated below, or to such other address as a party may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail.

IF TO ASSIGNEE: Lyons Federal Trust and Savings Bank
911 Elm Street
Hinsdale, Illinois 60521
ATTN: General Counsel

COPY TO: Guerard & Drenk Ltd.
100 West Roosevelt Road, A-1
Wheaton, Illinois 60187
ATTN: Richard M. Guerard, Esq.

IF TO ASSIGNOR: American National Bank and Trust
Company of Chicago, Trust 100662-07
23 N. LaSalle Street
Chicago, IL 60690
ATTN: Land Trust Department

COPY TO: Altheimer & Gray
333 West Wacker Drive, Suite 2600
Chicago, IL 60606
Attn: Janet A. O'Brien

8.1 The term "Assignor", "Assignee", and "Borrower" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

9.1 This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Assignee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

THIS ASSIGNMENT is executed by Borrower, 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 each of the undersigned hereby warrants that each possess full power and authority to execute this

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Notice is hereby given that the undersigned has been appointed as the assignee of the following property, to-wit: ...

Lyons Federal Trust and Savings Bank
911 Elm Street
Hinsdale, Illinois 60521
ATTN: General Counsel

IF TO ASSIGNOR:

Georah & Green Ltd.
100 West Roosevelt Road, A-1
Weston, Illinois 60157
ATTN: Richard M. Georah, Esq.

COPY TO:

American National Bank and Trust
Company of Chicago, Trust 10088-07
33 N. LaSalle Street
Chicago, IL 60601
ATTN: Trust Department

IF TO ASSIGNEE:

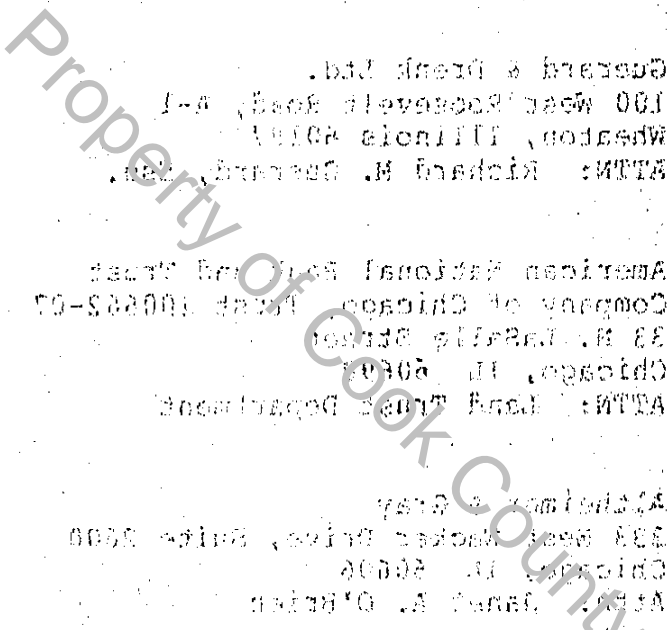
Alchamir & Gray
133 West Market Street, Suite 2000
Chicago, IL 60606
ATTN: James A. O'Brien

COPY TO:

The term "Assignor", "Assignee", "Borrower" shall be construed to include the heirs, personal representatives, executors and assigns thereof. The gender and number used in this Agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall include the plural.

This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Assignee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

THIS ASSIGNMENT is executed in accordance with the provisions of the Trust Agreement, and the undersigned hereby certifies that each of the undersigned hereby certifies that each possesses full power and authority to execute this



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instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating liability on Borrower, American National Bank and Trust Company of Chicago personally to perform any covenant either expressed or implied herein contained, all such liability, if any being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the said Assignor has caused this instrument to be signed and sealed as of the date first above written.

American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated November 25, 1986, and known as Trust Number 100662-07

BY: [Signature]
Its: 2ND VP

ATTEST: [Signature]
Its: ASSY SECRET

CORPORATE SEAL

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...and it is expected that the ...
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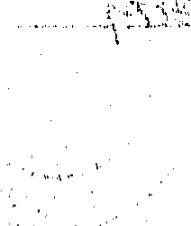
IN WITNESS WHEREOF, the said ...
...and it is expected that the ...

American ...
...and it is expected that the ...

...
...and it is expected that the ...

CORPORATE
SEAL

...



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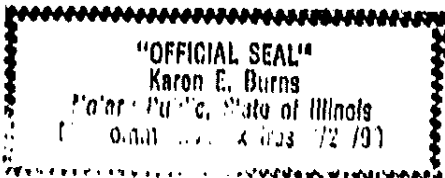
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Peter H. Johansen personally known to me to be the Second Vice President of American National Bank and Trust Company of Chicago as Trustee under Trust # 100662-07, a National Banking Association, and J. A. WIDEMAN, personally known to me to be the ASSISTANT SECRETARY of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Second Vice President and ASSISTANT SECRETARY they signed and delivered the said instrument as Second Vice President and ASSISTANT SECRETARY of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this DEC 31 1988 day of _____, 19____.

Karen E. Burns
Notary Public

My Commission Expires: _____



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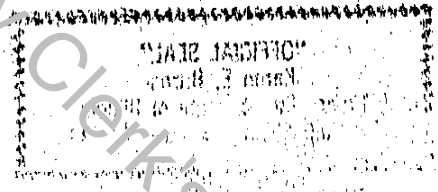
STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that the person or persons named in the foregoing instrument as being the persons who appeared before me and voluntarily and knowingly acknowledged that as the persons named in said instrument they signed and affixed their signatures to the instrument as provided therein, and that the instrument is a true and correct copy of the original instrument, and that the instrument is a true and correct copy of the original instrument, and that the instrument is a true and correct copy of the original instrument.

Given under my hand and official seal, this 1st day of _____ 19____

[Signature]
Notary Public



My Commission Expires _____

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EXHIBIT "A"

Legal Description

Lot 13 and the south 10 feet of Lot 14 in the Subdivision of Lots 1 to 4 of Block 5 in Birchwood Beach, a Subdivision of part of Section 29. Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PTN: 11-29-303-011 ^{FBO} M.L. All

Address: 7516-7518 N. Eastlake Terrace, Chicago, Illinois

Property of Cook County Clerk's Office

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NOTICE

Local Ordinance

Lot 13 and the south 10 feet of lot 14 in the Subdivision of
lots 1 to 4 of Block 2 in Birchwood South, a Subdivision in
part of Section 29, Township 41 North, Range 14 East of the
Third Principal Meridian, in Cook County, Illinois.

PN: 11-28-03-011

Address: 7216-7218 N. Dearlake Terrace, Chicago, Illinois

Property of Cook County Clerk's Office

11-28-03-011

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EXHIBIT "B"

Rent Roll 7516-7518 N. Eastlake Terrace

<u>Apartment</u>	<u>Tenants</u>	<u>Lease Date</u>	<u>Expiration Date</u>
1-G	Thomas Havel	3/10/86	4/30/87
1-S	Deborah Hirschfield	3/10/86	4/30/87
2-S	Thelma Padawer	8/12/86	9/30/87
3-S	Piyachat Seesawat, Carl Kutsmode	7/5/86	4/30/87
1-N	Elizabeth Jochner *Month to month, renewable at tenant option.	12/31/86	1/31/87*
2-N	Terry Schilling	3/26/86	4/30/87
3-N	Jan Holby, Elizabeth Warren	6/21/86	4/30/87

1-G North is vacant.

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EXHIBIT "B"

Rent Roll
7518-7518 N. Paulina Terrace

Apartment	Tenant	Amount	Original Date
1-R	Thomas Hayes	100.00	1/1/80
1-S	Deborah Hirschman	100.00	1/1/80
1-T	Yaelina Padron	100.00	1/1/80
1-U	Michael Padron	100.00	1/1/80
1-V	Carl Kussner	100.00	1/1/80
1-W	Richard Johnson	100.00	1/1/80
1-X	Terry Schilling	100.00	1/1/80
1-Y	Jan Holby	100.00	1/1/80
1-Z	Elizabeth Wright	100.00	1/1/80
1-C NORTH	is vacant.		

Property of Cook County Clerk's Office

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