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ASSIGNMENT OF LEASES AND RENTS

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THIS AGREEMENT OF LEASES AND RENTS (this "Assignment") dated as of this five day of November, 1987, is made and executed by BROWN AND PORTILLO, INC. ("Assignor"), in favor of NORTHWEST NATIONAL BANK OF CHICAGO, a national banking association (sometimes referred to as "NORTHWEST") and ILLINOIS REGIONAL BANK N.A., ELMHURST, a national banking association (sometimes referred to as "REGIONAL"). NORTHWEST and REGIONAL are collectively referred to as ("Mortgagee").

RECITALS

The indebtedness of Assignor to Assignee (hereinafter referred to as the "Indebtedness") is evidenced by (i) that certain Note dated November 3, 1983 executed by Assignor to NORTHWEST in the principal sum of Five Hundred Thousand (\$500,000.00) Dollars with a maturity date of November 15, 1988, as modified by that certain Note Modification Agreement of even date herewith; (ii) that certain Note dated October 16, 1984 executed by the Assignor to NORTHWEST in the principal sum of Six Hundred Thousand (\$600,000.00) Dollars with a maturity date of October 16, 1989, as modified by that certain Note Modification Agreement of even date herewith; (iii) that certain Demand Note dated October 1, 1985 executed by the Assignor to NORTHWEST in the principal sum of One Million Four Hundred Thousand (\$1,400,000.00) dollars, as modified by that certain Note Modification Agreement of even date herewith; and that certain Demand Note dated February 7, 1986 executed by the Assignor and REGIONAL in the principal sum of One Million Six Hundred Thousand (\$1,600,000.00) Dollars, as modified by that certain Note Modification Agreement of even date herewith. Said Notes, as modified by the Note Modification Agreements, and any additional Note or Notes described above evidencing the indebtedness are hereinafter referred to as the "Notes." The payment the Notes is secured by, among other things: (a) this Assignment and those certain other Assignments of Leases and Rents relating to real property located in DuPage County, Illinois, Will County, Illinois, and Lake County, Indiana (this Assignment and the other Assignments are collectively referred to as the "Assignments"); (b) Junior Real Estate Mortgage executed by Assignor pertaining to property described therein as the "Mortgaged Property" and described in Exhibits A to H, inclusive, attached hereto, and all improvements thereon and appurtenances thereto and those certain other Junior Real Estate Mortgages relating to real property located in DuPage County, Illinois, Will County, Illinois, and Lake County, Indiana (the Mortgage covering the Mortgaged Property and the other mortgages are collectively referred to as "Mortgages"); and (c) the other Loan Instruments (hereinafter defined).

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GRANTING CLAUSES

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment of the indebtedness evidenced by the Notes and the payment of all amounts due under and the performance and observance of all covenants, conditions and obligations contained in the Assignments, the Mortgages, the Notes and any other mortgages, security agreements, assignments of leases and rents, other collateral assignments, guaranties, letters of credit and any other documents and instruments now or hereafter executed and delivered to Assignee as lender to evidence, secure or guarantee the indebtedness or otherwise in connection with the indebtedness and any and all renewals, extensions, amendments, modification and replacements of the Assignments, the Mortgages, the Notes, and any such other documents and instruments (the Assignments, the Notes, the Mortgages, such other mortgages, security agreements, assignments of leases and rents, guaranties, letters of credit, documents and instruments and all renewals, extensions, amendments, modifications and replacements hereof and thereof being sometimes referred to collectively as the "Loan Instruments" and individually as a "Loan Instrument") and all other indebtedness or liabilities of Assignor to Assignee, of every kind, nature and description, direct or indirect, absolute or contingent, now or hereafter owing and the performance and observance of all other covenants and obligations made in favor of Assignee (all indebtedness, liabilities, covenants and obligations secured hereby being hereinafter sometimes referred to as "Borrower's Liabilities"), Assignor hereby assigns to Assignee, all of the right, title and interest of Assignor in:

(a) All oral and written leases with, or other agreements for use or occupancy made by, any person or entity (including, without limitation, the leases described on Schedule I attached hereto or in any supplement to this Assignment recorded hereafter), and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to all or any part of the Mortgaged Property, whether such leases or other agreements have been heretofore or are hereafter made or agreed to (such leases and other use and occupancy agreements being collectively referred to herein as the "Leases");

(b) The rents which are due or may hereafter become due pursuant to any of the Leases and any other payments in addition to rent made by or due from any and all lessees, users or occupants under the Leases including, without limitation, security deposits and any monies, awards, damages or other payments made or due under the Leases (which rents and payments together with any and all other rents, issues and profits which may now or hereafter arise in connection with the ownership or operation of the Mortgaged Property are herein collectively referred to as the "Rents");

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(c) All rights, powers, privileges, options and other benefits (collectively, "Rights") of Assignor under the Leases, including, without limitation:

(i) The immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, monies and security deposits or the like;

(ii) The right to make all waivers and agreements, including any waivers pertaining to the obligations of lessees;

(iii) The right to give all notices, permissions, consents and releases, including consents to any instrument which subordinate or makes paramount the interest of a lessee to the Mortgage;

(iv) The right to take such action upon the happening of a default under the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law;

(v) The right to do any and all other things whatsoever which Assignor is or may become entitled to do under the Leases including, without limitation, the right to cancel or alter leases;

(vi) The right to exercise any option required or permitted under any of the leases;

(vii) The right to execute new leases of the Mortgaged Property; and

(viii) The rights, powers, privileges and other benefits of Assignor under any and all guaranties (the "Guaranties") of any of the Leases;

(the Leases, Rents and Rights being sometimes collectively referred to as the "Collateral") and Assignor authorizes Assignee:

(d) To manage the Mortgaged Property and take possession of the books and records relating thereto;

(e) To prosecute or defend any suits in connection with the Mortgaged Property or enforce or take any other action in connection with the Leases in the name of Assignee;

(f) To make such repairs to the Mortgaged Property as Assignee may deem advisable; and

(g) To do any and all other things with respect to the Mortgaged Property and the Collateral which an absolute owner or landlord has the right to do.

COVENANTS AND WARRANTIES

1.1 Present Assignment. Notwithstanding that this Assignment constitutes a present assignment of leases and rents, Assignor may collect the Rents and, subject to the terms and provisions of the Mortgage and this Assignment, manage the Mortgaged Property in the same manner as if this Assignment had not been given, but only if and so long as an Event of Default (defined hereafter) has not occurred. If an Event of Default occurs, the right of Assignor to collect the Rents and to manage the Mortgaged Property shall thereupon automatically terminate and such right together with the other rights, powers and authorizations contained herein shall belong exclusively to Assignee.

1.2 Power Coupled with Interest. This Assignment of Leases and Rents confers upon Assignee a power coupled with an interest and cannot be revoked by Assignor.

1.3 No Other Assignment. Assignor represents and warrants as follows: (i) Assignor is the sole owner of the lessor's entire interest in the Leases and the other Collateral and has full right to assign the Collateral; (ii) there has been no previous assignment and, without Assignee's prior written consent, Assignor will permit no future assignment (as collateral or otherwise) of the lessor's right, title or interest in any of the Leases or other collateral (other than pursuant to the other Loan Instruments); (iii) the Leases are valid and enforceable in accordance with their terms and have not been altered, modified or amended in any manner whatsoever; (iv) the lessees are not in default under the Leases and have no defenses, set-offs or counterclaims against the lessor under the Leases and have not been granted any concessions by the lessor; (v) Assignor shall not permit or suffer to occur any default in the performance of any of its obligations under the Leases, nor shall it permit or suffer any waiver of any of its rights or remedies pursuant to the Leases; (vi) no rent reserved in the Leases has been assigned; and (vii) no rent for any period subsequent to the date hereof has been collected more than thirty (30) days in advance of the time when said rent becomes or would become due under the terms of the Leases.

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Receipt as provided in that certain letter dated March 13, 1987 with respect to the property in the above (11)

1.4 Covenants. Assignor covenants that (i) it will not modify, change, alter, supplement, amend, cancel, surrender or accept surrender of any of the Leases without Assignee's consent; (ii) it will not consent to any assignment or subletting of the lessee's interest under any of the Leases without Assignee's consent; (iii) it will not accept rent more than thirty (30) days in advance under any of the Leases and (iv) it will not assert any claim or take any action against any lessee under any of the Leases, or otherwise seek recovery, damages or other relief against any such lessee, which would have the effect of relieving such lessee

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from any obligation or liability or which would affect, impair or discharge any right of Assignee and, if Assignor shall recover any such sums from such lessee, Assignor will forthwith pay over the same to Assignee for application to the indebtedness secured hereby.

1.5 Further Assurances. Assignor shall execute and deliver, at the written request of Assignee, all such further assurances and assignments as Assignee from time to time shall determine are necessary to effectuate the terms and provisions of this Assignment.

1.6 Assignee to be Creditor of Lessees. Assignee shall be deemed to be the creditor of each lessee under the Leases in any assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, receivership or probate proceedings affecting such lessee (without any obligation on the part of Assignee to file claims or otherwise to pursue creditors rights in such proceedings). All monies received in connection with any such proceedings or occurrences shall constitute additional Rents hereunder.

II

DEFAULTS AND REMEDIES

2.1 Event of Default. The term "Event of Default", wherever used in this Assignment shall mean any one or more of the following events:

(a) If Assignor shall (i) fail to pay when due (A) any payment of principal when such payment shall become due and payable under any of the Notes whether at maturity or otherwise; or (B) any payment of interest under any of the Notes when due and payable; or (ii) fail to keep, perform or observe any other covenant, condition or agreement on the part of Assignor in this Assignment.

(b) If a default shall occur under any of the other loan instruments and the same is not cured within such cure, grace or other period, if any, provided in such loan instrument.

(c) If an "Event of Default" shall occur under and as defined in any of the other loan instruments.

2.2 Exercise of Assignee's Rights.

(a) Assignee may exercise its rights as provided in this Assignment without regard to the adequacy of the security and without waiving any other remedy available to Assignee and without waiving such Event of Default;

(b) In the event Assignee elects to invoke any of its rights hereunder and thereafter, for any reason, relinquishes to Assignor such rights, this Assignment shall not be terminated, but shall remain in full force and effect until Borrower's liabilities are paid in

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full, it being the intent of the parties that Assignee shall, until release of this Assignment, have all the rights granted hereby and be able to exercise them from time to time if an Event of Default occurs.

2.3 Nature of Remedies. No delay or omission on the part of Assignee in the exercise of any remedy for an Event of Default shall operate as a waiver thereof. The remedies available to Assignee under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the other Loan Instruments. Said remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Assignor or the Mortgaged Property at the sole discretion of Assignee and may be exercised as often as occasion therefor shall arise.

2.4 Application of Rents. Assignee may apply the Rents in such order as Assignee may determine, to the payment of Borrower's liabilities, and all expenses for the care and management of the Mortgaged Property, including taxes, insurance, assessments, management fees, usual and customary commissions to real estate brokers for leasing real estate, and the reasonable expenses and fees of all attorneys, agents and employees engaged in connection with the exercise of the rights and powers granted to Assignee hereunder. For purposes of the preceding sentence, Lender attorneys' fees shall be deemed to include compensation and actual overhead of staff counsel, if any, of Lender in addition to the fees of any other attorneys engaged by Lender and shall include fees and expenses incurred in connection with the appeal of any matter arising under the Loan Instruments if Lender is the prevailing party therein. The receipt by Assignee of any Rents pursuant to this Assignment following an Event of Default and the exercise of any remedies provided for herein or in the other Loan Instruments shall not cure such Event of Default or affect or prejudice the exercise of such remedies.

2.5 Limitation of Assignee's Obligations. Assignee's obligations as to any Rents actually collected shall be discharged by application of such Rents to any of the purposes specified in Paragraph 2.4 hereof. Assignee shall not be liable for uncollected Rents or for failure to collect Rents or for any claim or damages or set-offs arising out of Assignee's management of the Mortgaged Property. Assignee shall not be liable to any lessee for the return of any security deposit made under any lease unless Assignee shall have received such security deposit from the lessor or such lessee. Assignee shall not by reason of this Assignment or the exercise of any right granted herein be obligated to perform any obligation of the lessor under any of the leases, nor shall Assignee be responsible for any act com-

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mitted by the lessor, or any breach or failure to perform by the lessor with respect to any of the leases. Nothing contained herein shall be deemed to have the effect of making Assignee a mortgagee in possession of the Mortgaged Property or any part thereof.

2.6 Reimbursement. Assignor shall reimburse Assignee for and indemnify Assignee against all expenses, losses, damages and liabilities which Assignee may incur by reason of this Assignment or the exercise of any of the rights granted hereunder. Any and all amounts due and payable, shall be added to Borrower's Liabilities, shall bear interest at the default Rate (as defined in the Notes) and shall be secured by this Assignment and the other Loan Instruments.

2.7 Authorization to Lessees. Each present and future lessee under any of the leases is hereby authorized and directed to pay the rent payable thereunder to Assignee upon written demand from Assignee stating that an Event of Default has occurred without inquiry as to whether any such default has occurred or whether Assignee is rightfully entitled to such rent. Following receipt of any such demand, no lessee shall be given credit for any rent paid other than to Assignee thereafter until Assignee instructs such lessee otherwise in writing.

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MISCELLANEOUS

3.1 Modification of Loan Terms. If the time of payment of any indebtedness secured hereby is extended at any time or times, if any of the Notes are renewed, modified or replaced or if any security for the Notes are released, Assignor and any other parties now or hereafter liable therefor or interested in the Mortgaged Property shall be deemed to have consented to such extensions, renewals, modifications, replacements and releases, and their liability and the lien hereof and of the other Loan Instruments shall not be released and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Assignee.

3.2 Successors and Assigns. This Assignment shall inure to the benefit of Assignee and be binding upon Assignor, the heirs, legal representatives, successors and assigns of Assignor and all persons and entities (including owners and lessees) which may hereafter have any interest in the Mortgaged Property. Whenever Assignor or Assignee is referred to herein, such heirs, legal representatives, suc-

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cessors and assigns thereof shall be included in such reference. Notwithstanding the foregoing, Assignor shall not be permitted to assign its rights and obligations hereunder and any such assignment shall be a default.

3.3 No Merger. Notwithstanding the conveyance or transfer of title to any or all of the Mortgaged Property to any lessee under any of the leases, the lessee's leasehold estate under such lease shall not merge into the fee estate and the lessee shall remain obligated under such lease as assigned by this Assignment.

3.4 Notices. All notices, reports, requests, demands or other instruments required or contemplated to be given or furnished under this Assignment to Assignor or Assignee shall be directed to Assignor or Assignee, as the case may be, at the following addresses:

Assignee: Northwest National Bank of Chicago
3085 Milwaukee Avenue
Chicago, Illinois 60641

Attention: Jeffrey Conner
Senior Vice President

copy to: Illinois Regional Bank N.A., Elmhurst
105 South York Street
Elmhurst, Illinois 60126

Attention: Michael Stolz

Assignor: Brown and Portillo, Inc.
377 East Butterfield Road
Lombard, Illinois 60148

Notices shall be either (i) personally delivered to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date of delivery set forth in the return receipt, unless delivery is delayed or refused by the addressee, in which event they shall be deemed delivered on the date mailed to such addressee, or (iii) by air courier (Federal Express, Express Mail or like service), in which case they shall be deemed received on the date of delivery. Any party may change the address to which any such notice, report, demand or other instrument is to be delivered by furnishing written notice of such change to the other parties in compliance with the foregoing provisions.

3.5 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Assignment are for convenience only, are not to be considered a part hereof, and shall not limit, expand or otherwise affect any of the terms hereof.

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3.6 Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions, or the application thereof to any persons, entities or circumstances, contained in the Notes, this Assignment or in any other Loan Instrument shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other Loan Instrument (or the application of the covenant, agreement or term held to be invalid, illegal or unenforceable, to persons, entities or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.

3.7 Changes. Neither this Assignment nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by the Assignor and Assignee relating to this Assignment shall be superior to the rights of the holder of any intervening lien or encumbrance.

3.8 Governing Law. This Assignment shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois.

3.9 Future Advances. This Assignment is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Assignee, or otherwise, as are made by Assignee under the Notes, to the same extent as if such future advances were made on the date of the execution of this Assignment. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but all indebtedness secured hereby shall, in no event, exceed five times the aggregate face amount of the Notes.

3.10 Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

ASSIGNOR:

BROWN AND PORTILLO, INC.

By: Thomas M. Klemfick
VP
President

ATTEST:

Secretary

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SCHEDULE 1 TO ASSIGNMENT OF LEASES AND RENTS

LEASE SCHEDULE

1. Lease dated October 1, 1976, as extended and modified by Lease Extension and Modification Agreement dated September 29, 1986, and further extended by Lease Extension Agreement and Letter Agreement dated April 1, 1987, and October 2, 1987, respectively, by and between Brown and Portillo, Inc., as Lessor, and Lar-Kel Corporation, as Lessee, for the property commonly known as 1780 W. Irving Park Road, Hanover Park, Illinois, and legally described on Exhibit "B" attached to the Assignment of Leases and Rents. The Lease terminates March 31, 1988.

2. Lease dated July 22, 1985 by and between Brown and Portillo, Inc., as Lessor, and J.M.J. Food Enterprises, Inc., as Lessee, for the property commonly known as 6126-28 W. Dempster, Morton Grove, Illinois, and legally described on Exhibit "A" attached to the Assignment of Leases and Rents. The Lease terminates July 21, 2000.

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EXHIBIT "A"

Lots 29 to 31, both inclusive, in Westerlawn, a Subdivision of Lots 9 to 12, both inclusive, in the County Clerk's Division in the South East fractional 1/4 of Section 33, Township 42 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded December 17, 1915 in Book 140 of Plats, Page 37, as Document 5772065, in Cook County, Illinois.

Property commonly known as: 2935 West Central
Evanston, Illinois 60201

Permanent Tax Nos.: 05-33-428-009 - LOT-31
05-33-428-010 - LOT-30
05-33-428-011 - LOT-29
A

Prepared By and Held To
David H. Walker
By Hurley Walker, Ltd.
One Lake Shore
1200 Sherman Road
Suite 220
Northbrook, Ill 60062

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EXHIBIT "B"

Lots 21 through 30, inclusive, and the South 14 Feet of Lot 31 in Block 5 in Alberta Park Addition, a subdivision of the South West $\frac{1}{4}$ of the North West $\frac{1}{4}$ of Section 36, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as: 8245 South Kedzie
Chicago, Illinois 60652

Permanent Tax Nos. 19-36-124-021 - LOT-22
19-36-124-022 - LOT-21
19-36-124-061 - LOT-29-31
19-36-124-062 - LOT-24-28
19-36-124-063 - LOT-23

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EXHIBIT "C"

Parcel 1:

Lot 1 (except the West 40 Feet thereof) in Barnhart's Subdivision of the 131.01 Feet, lying South and adjoining the North 12 Chains 30 Links of the North West $\frac{1}{4}$ of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, lying West of the Chicago Rock Island and Pacific Railroad in Cook County, Illinois;

Parcel 2:

The North 24 Feet 9 Inches of Lot 28 in Block 3 in Osburn's Subdivision of part of Lot 2 in Assessor's Division of the West $\frac{1}{4}$ of Section 33 and that part of the South East $\frac{1}{4}$ of Section 32 lying East of the Rock Island Railroad, all in Township 38 North, Range 14 East of the Third Principal Meridian, (except the North 3 Acres thereof), in Cook County, Illinois.

Property commonly known as: 8015 South Halsted
Chicago, Illinois 60620

Permanent Tax Nos. 20-33-108-005 CLO - PARCEL-1
20-33-108-006 CLO - PARCEL-2

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EXHIBIT "D" / 0 2 3 3 1 3

The North 125 Feet of East 9 Feet of Lot 16 and the North 125 Feet of Lots 17, 18, 19 and 20 and the North 125 Feet of Lot 21 (except part taken for Halsted Street) all in Block 13 in First Addition to Sheldon Heights West, a subdivision in the East $\frac{1}{4}$ of the North East $\frac{1}{4}$ of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as: 805 W. 111th Street
Chicago, Illinois 60643

Permanent Tax No. 25-20-205-054

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EXHIBIT "E"

Lots 1 to 10 inclusive in Block 16 in Hawthorne Land and Improvements Company's Addition to Morton Park, being a Subdivision of the East 1/2 of the Northwest 1/4 of Section 28, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as: 5301 Cermak Road
Cicero, Illinois 60650

Permanent Tax Nos.: 16-28-102-009-LUT-10
16-28-102-016-LUT-1-5
16-28-102-036-LUT-6-9

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EXHIBIT "E" 5 2 5 5 1 5

The West 110.0 Feet of Lot "B"-31 of the Subdivision of Lot "B" of Hanover Gardens being a Subdivision of part of the South East $\frac{1}{4}$ of Section 25, Township 41 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as: 1780 West Irving Park Road
Hanover Park, Illinois 60103

Permanent Tax No. 06-25-411-017- B-6

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EXHIBIT 6" / 5 2 5 5 1 5

Lots 348, 349 and 350 in Oliver Salinger and Company's Second Dempster Street Subdivision in the East 1/4 of the South West 1/4 of Section 17, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as: 6126-28 West Dempster
Morton Grove, Illinois 60053

Permanent Tax Nos. 10-17-315-029 - LOT-330
10-17-315-030 - LOT-349
10-17-315-031 - LOT-348

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EXHIBIT "H"

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Lots 5, 6, 7, 8, 9 and 10 in Block 1 in L. E. Crandall's Lawrence Avenue Subdivision, being a Subdivision of the North 1/2 of the North East 1/4 of the North East 1/4 of Section 17, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (except the South 15 feet of the East 20 feet of Lot 5 aforescribed, in Cook County, Illinois).

Property commonly known as: 5601 W. Lawrence Avenue
Chicago, Illinois 60630

Permanent Tax Nos.: 13-17-203-024 LOT-10+9
13-17-203-025 - LOT-8
13-17-203-026 - LOT-7
13-17-203-027 - LOT-6
13-17-203-028 - LOT-5

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