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AMENDMENT TO TRUST DEED

AMENDMENT TO TRUST DEED dated AUGUST 8th, 1988 by and between MIDTOWN BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated December 17, 1986 and known as Trust No. 1470 ("First Party") and CHICAGO TITLE AND TRUST COMPANY ("Trustee").

23.00

RECITALS

A. First Party has heretofore executed and delivered to Mid Town Bank and Trust Company of Chicago ("Lender") that certain note dated February 3, 1987 made payable to the order of Lender in the original principal amount of One Million One Hundred Eighty Thousand Dollars (\$1,180,000.00), which note was amended by that certain Allonge to Instalment Note and Trust Deed dated April 2, 1987 (as amended, the "Note"). As security for the indebtedness evidenced by the Note, First Party executed and delivered to Trustee for the benefit of Lender that certain trust deed dated February 3, 1987 and recorded on April 3, 1987 in the Office of the Cook County Recorder ("Recorder's Office") as Document No. 87177077 (the "Trust Deed").

B. The following documents were executed and delivered to Lender as further security for the indebtedness evidenced by the Note:

1. trust deed dated February 3, 1987 and recorded on April 3, 1987 in the Office of the Cook County Recorder (the "Recorder's Office") as Document No. 87177078;
2. assignment of rents dated February 3, 1987 and recorded on April 3, 1987 in the Recorder's Office as Document No. 87177079;
3. assignment of rents dated February 3, 1987 and recorded on April 3, 1987 in the Recorder's Office as Document No. 87177080;
4. guaranty dated February 3, 1987, and executed by Josephine B. Miller (the "Miller Guaranty");
5. guaranty dated February 3, 1987, and executed by Helmut Mlakar (the "Mlakar Guaranty");
6. guaranty dated February 3, 1987, and executed by William J. Heintzelman (the "Heintzelman Guaranty");
7. guaranty dated February 3, 1987, and executed by Record Controls, Inc. (the "RCI Guaranty"); and
8. security agreement dated February 3, 1987 (the "Security Agreement").

(The Miller Guaranty, Mlakar Guaranty, Heintzelman Guaranty and RCI Guaranty are herein sometimes collectively called the "Guaranty" and all of the foregoing documents listed at numbers 1-8 above are herein sometimes collectively called the "Security Documents".)

C. First Party has now requested Lender to increase the principal amount of the Note to \$1,258,808.38 by making a new advance in the amount of One Hundred Twenty Thousand (\$120,000.00) Dollars.

D. Concurrently herewith, as an inducement to Lender to make such new advance to First Party, the following documents have been executed:

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1. Amendment to Note;
2. Amendment to Trust Deed (in respect of the Other Trust Deed).
3. Amendment to Assignment of Rents (in respect of the Assignment of Rents).
4. Amendment to Assignment of Rents (in respect of the Other Assignment of Rents).
5. Consent and Acknowledgment; Amendment to Guaranty (in respect of the Miller guaranty, Mlakar Guaranty, Heintzelman Guaranty and the RCI Guaranty).
6. Amendment to Security Agreement.

E. First Party desires that the Trust Deed be further amended as herein provided.

NOW, THEREFORE, for and in consideration of the premises herein contained and in consideration of the indebtedness evidenced by the Note, as amended concurrently herewith, and to secure the payment of the principal sum and interest thereon in accordance with the terms and provisions thereof, and in accordance with the terms and provisions of the Trust Deed, as amended hereby, and to secure the performance of the covenants and agreements to be performed by First Party hereunder and thereunder, and also in consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid, the receipt, adequacy and sufficiency of all of the foregoing being hereby acknowledged, the parties hereto hereby agree as follows:

1. The recitals above stated are incorporated by reference herein as if fully set forth herein.

2. All references in the Trust Deed to the Note and Security Documents shall be deemed references to, respectively, the Note and the Security Documents, all as amended heretofore and concurrently herewith.

3. The Trust Deed is hereby amended to provide that the principal amount of the Note which is secured by the Trust Deed is One Million Two Hundred Fifty-eight Thousand Eight Hundred Eight and 38/100 Dollars (\$1,258,808.38).

In the event of either or both (a) failure to make any payment of principal or interest when due under the Note, as amended concurrently herewith, or (b) any other default under the Trust Deed, as defined therein, then all indebtedness secured by the Trust Deed, as amended hereby, including without limitation the whole of the principal amount remaining unpaid under the Note, as amended concurrently herewith, together with all accrued interest thereon, at the election of Lender and without notice, shall become immediately due and payable and may be recovered, and Lender may instruct Trustee to foreclose the Trust Deed, as amended hereby, or exercise any other rights, powers or remedies provided by the Trust Deed, as amended hereby, the Note, as amended concurrently herewith, and any one or more of the items of the Security Documents, as amended heretofore and concurrently herewith, or any of the foregoing, or as otherwise conferred by law or in equity.

4. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This instrument has been made, executed and delivered in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois.

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5. The real estate which is encumbered by the Trust Deed is legally described on Exhibit "A" hereto.

6. This instrument is expressly supplementary to the Trust Deed. All provisions contained in the Trust Deed, except to the extent expressly modified herein, shall remain in full force and effect and shall be fully applicable to the new advance described herein.

7. Any provision or provisions of this instrument which are unenforceable, invalid or contrary to law, or the inclusion of which would affect the validity or enforceability of this instrument or of the Trust Deed, shall be of no force or effect and in such event each and all of the remaining provisions of this instrument shall subsist and remain and be fully effective according to the tenor of this instrument the same as though any such invalid, unenforceable or unlawful provision or provisions had never been included herein.

8. This Amendment to Trust Deed is executed by LA SALLE 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 it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability of said Trustee personally to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof shall be a condition and not a covenant or agreement, regardless of whether the same may be couched on language of a promise or covenant or agreement), all such liability, if any, as concerns only such Trustee, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, but nothing herein contained shall affect the liability of any guarantors.

IN WITNESS WHEREOF, the parties have executed this Amendment to Trust Deed as of the date first above written.

This instrument is executed by Midtown Bank & Trust Co. of Chicago, 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 it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability of said Trustee personally to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof shall be a condition and not a covenant or agreement, regardless of whether the same may be couched on language of a promise or covenant or agreement), all such liability, if any, as concerns only such Trustee, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, but nothing herein contained shall affect the liability of any guarantors.

FIRST PARTY
MIDTOWN BANK AND TRUST
COMPANY OF CHICAGO, not
personally but as Trustee
under Trust Agreement dated
December 17, 1986 and known as
Trust No. 1470

By: [Signature]
~~By:~~ [Signature]

TRUSTEE
CHICAGO TITLE AND
TRUST COMPANY

By: [Signature]
Attest: [Signature]
ASST. VICE PRESIDENT
ASST. SECRETARY

Attest: [Signature]
Attest: [Signature]

MAIL To:
This instrument was prepared by Bruce K. Huvad, 333 W. Wacker Drive, Suite 2600, Chicago, Illinois 60606.

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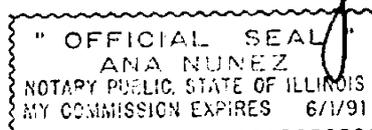
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY THAT Deborah M. Stephanites, personally known to me to be the President of MIDTOWN BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but as Trustee under Trust Agreement dated December 17, 1986 and known as Trust No. 1470 and Assistant Secretary Carmen Rosario, personally known to me to be the Ass't Secy of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act and deed of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act and deed of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of August, 1988.

Ana Nunez
Notary Public

My Commission Expires:



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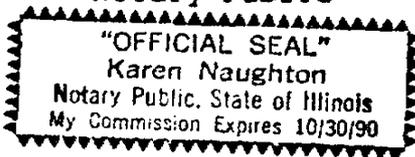
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STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that JOE NOVOTNY personally known to me to be the Vice President of CHICAGO TITLE AND TRUST COMPANY and JEAN BOLEK, 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 Vice President and ASST. SECRETARY, they signed and delivered the said instrument as Vice President and ASST. SECRETARY of said corporation, and caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act and as the free and voluntary act and deed of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of Aug., 1988.

Karen Naughton
Notary Public



My Commission Expires:

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EXHIBIT "A"

PARCEL 1:

THE NORTHEASTERLY 1/2 OF VACATED HOLLY AVENUE LYING SOUTHWESTERLY OF AND ADJOINING LOTS 26, 27 AND 28 IN BLOCK 1 IN JONES' SUBDIVISION OF LOT 6 IN THE SNOW ESTATE SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND LOT 5 IN COLBERT'S SUBDIVISION OF LOTS 29 TO 33, BOTH INCLUSIVE, AND LOTS 38 TO 42 BOTH INCLUSIVE, IN BLOCK 1 OF JONES'S SUBDIVISION AFORESAID

ALSO

PARCEL 2: LOTS 53, 54, 55 AND 56 IN BLOCK 3 IN JONES'S SUBDIVISION OF LOT 6 IN THE SNOW ESTATE SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1889 IN BOOK 36 OF PLATS PAGE 36, AS DOCUMENT 1176031

ALSO

PARCEL 3:

LOTS 1 TO 7 (EXCEPT THAT PART OF SAID LOTS 1 TO 7 LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 30 AND EXCEPT THE SOUTH 17 FEET OF SAID LOT 7) IN BLOCK 3 IN JONES' SUBDIVISION OF LOT 6 IN THE SNOW ESTATE SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1889 IN BOOK 36 OF PLATS PAGE 36, AS DOCUMENT 1176031

ALSO

PARCEL 4:

LOTS 12 AND 13 IN BLOCK 3 IN JONES' SUBDIVISION OF LOT 6 IN THE SNOW ESTATE SUBDIVISION AFORESAID ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1889 IN BOOK 36 OF PLATS PAGE 36 AS DOCUMENT 1176031

ALSO

PARCEL 5: ALL OF THE VACATED NORTH AND SOUTH ALLEY LYING EAST OF THE EAST LINE OF LOTS 1 TO 6 AND 7 EXCEPT THE SOUTH 17 FEET THEREOF AND WEST OF AND ADJOINING THE WEST LINE OF LOTS 54, 55 AND 56 AND THE WEST LINE OF SAID LOT 34 PRODUCED SOUTH 22.34 FEET AND WEST OF AND ADJOINING THE WEST LINE OF LOT 12 IN BLOCK 3 IN JONES' SUBDIVISION AFORESAID LYING NORTHEASTERLY OF THE NORTH LINE OF THE SOUTH 17 FEET OF SAID LOT 7 PRODUCED EAST

ALSO

PARCEL 6: ALL OF THE VACATED NORTHWESTERLY AND SOUTHEASTERLY ALLEY LYING NORTHEASTERLY OF AND ADJOINING THE NORTHEASTERLY LINE OF LOTS 12 AND 13 AND SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOTS 33 AND 34 AND SOUTHWESTERLY OF AND ADJOINING THE WEST LINE OF LOT 34 PRODUCED SOUTH 22.34 FEET IN BLOCK 3 IN JONES' SUBDIVISION AFORESAID AND SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOT 5 IN COLBERT'S SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 7:

LOTS 1 TO 3 IN COLBERT'S SUBDIVISION OF LOTS 38 TO 43 AND LOTS 44 TO 52 IN BLOCK 3 OF JONES' SUBDIVISION AFORESAID AND ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 14, 1896 IN BOOK 71 OF PLATS PAGE 42 AS DOCUMENT 2482290

ALSO

PARCEL 8:

LOTS 1, 2 AND 3 AND THAT PART OF LOTS 4, 5 AND 6 FALLING NORTH OF THE NORTH LINE OF LOGAN BLVD, FURTHER DESCRIBED AS A LINE STARTING AT A POINT 172.42 FEET SOUTH OF THE NORTH WEST CORNER OF LOT 1 AFORESAID MEASURED ALONG WESTERN AVENUE (BEFORE WIDENING) AND RUNNING TO A POINT ON THE WESTERLY LINE OF JONES STREET 77.6 FEET SOUTHEASTERLY OF THE NORTH EAST CORNER OF LOT 1 AFORESAID, AS MEASURED ALONG THE WESTERLY LINE OF JONES STREET (EXCEPT THE WESTERLY 17 FEET TAKEN FOR WIDENING OF WESTERN AVENUE) IN BLOCK 4 IN JONES' SUBDIVISION OF LOT 6 IN SNOW ESTATES SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

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COMMONLY KNOWN AS 3900 SOUTH MICHIGAN & 2300-2332 WEST LOGAN, CHICAGO, ILLINOIS

PARCEL 9: THE WESTERLY 1/2 OF VACATED HOLLY AVENUE BEING 2 PARCELS OF LAND ADJOINING THE FOLLOWING TWO PARCELS OF LAND
PARCEL A: LOTS 53, 54, 55 AND 56 IN BLOCK 3 IN JONES' SUBDIVISION OF LOT 6 IN THE SNOW ESTATES SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCD TO THE PLAT THEREOF RECORDED OCTOBER 25, 1889 IN BOOK 36 OF PLATS, PAGE 36 AS DOCUMENT 1176031
ALSO
PARCEL B: LOT 1 IN COLBERT'S SUBDIVISION OF LOTS 39 TO 43 AND LOTS 48 TO 52 IN BLOCK 3 OF JONES' SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS
ALSO
PARCEL 10: LOTS 18, 19, 20 AND 21 (EXCEPT THE NORTHWESTERLY 16 FEET OF SAID LOTS 18, 19, 20 AND 21) AND THE 16 FEET VACATED ALLEY LYING SOUTHWESTERLY OF AND ADJOINING SAID LOTS 18, 19, 20 AND 21 (EXCEPT THE NORTHWESTERLY 16 FEET OF SAID LOTS 21) AND LOTS 26, 27 AND 28 ALL IN BLOCK 1 IN JONES' SUBDIVISION OF LOT 6 IN SNOW ESTATE SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
ALSO
PARCEL 11: LOTS 1 TO 5 IN COLBERT'S SUBDIVISION OF LOTS 29 TO 33 BOTH INCLUSIVE AND LOTS 38 TO 42 BOTH INCLUSIVE IN BLOCK 1 IN JONES' SUBDIVISION OF LOT 6 IN SNOW ESTATE SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
ALSO
PARCEL 12: LOT 4 AND LOT 5 (EXCEPT THE EAST 3 FEET OF THE NORTH 43.3 FEET) IN GILBERT'S RESUBDIVISION OF LOTS 24, 25 AND 26 IN BLOCK 2 IN JONES' SUBDIVISION OF LOT 6 IN SNOW ESTATE SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
ALSO
PARCEL 13: LOT 23 IN BLOCK 2 IN JONES' SUBDIVISION OF LOT 6 IN SNOW ESTATE SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS
ALSO
PARCEL 14: LOTS 7 AND 8 IN RESUBDIVISION OF BLOCK 2 IN ERROR AND HOPKIN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
ALSO
PARCEL 15: LOTS 9, 10, 11, 12, 13 AND 14 IN HENRY E. BOND'S SUBDIVISION OF LOTS 1 TO 6 AND 21 TO 24 IN HENRY E. BOND'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
ALSO
PARCEL 16: LOTS 5 AND 10 IN HENRY E. BOND'S SUBDIVISION OF LOTS 1 TO 6 AND 21 TO 24 IN HENRY E. BOND'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
ALSO
PARCEL 17: LOTS 5 AND 10 IN HENRY E. BOND'S SUBDIVISION OF LOTS 1 TO 6 AND 21 TO 24 IN HENRY E. BOND'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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