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ASSIGNMENT OF LEASES, RENTS AND INCOME

THIS ASSIGNMENT made and entered into this 29th day of August, 1989, HAMPTON ASSOCIATES an Illinois general partnership ("Hampton"), and BOULEVARD BANK NATIONAL ASSOCIATION, not individually but as Trustee (the "Trustee") under Trust Agreement dated August 10, 1989, and known as Trust No. 9065 (the "Trust"), whose address is 410 North Michigan Avenue Chicago, Illinois 60611-4181, Albert N. Milstein ("Milstein"), Jeffery M. Cagan ("Cagan"), and Michael M. Daniels ("Daniels") which parties are sometimes referred to herein collectively as "Assignor", to BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association, having its principal office at 410 North Michigan Avenue, Chicago, Illinois 60611 (hereinafter sometimes referred to as "Assignee").

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 Assignor in, to and under all leases, whether presently existing or hereinafter entered into by any lessor, affecting the real property described in Exhibit "A" attached hereto and made a part hereof (the "Premises"), including without limitation the leases, if any, particularly described in Exhibit "B" attached hereto and made a part hereof (the "Lease Schedule") and all guaranties, amendments, extensions and renewals of said leases and any of them (all of which are hereinafter collectively referred to as the "Leases") and all rents, income, benefits 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 Premises.

This Assignment is made for the purpose of securing:

A. The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Installment Note (the "Note") of Hampton of even date herewith in the principal sum of \$3,400,000.00 plus such additional advances permitted under the Note to protect the security thereto and secured by, among other things, (i) a certain Mortgage and Security Agreement of even date herewith ("Mortgage") from Hampton to Assignee, encumbering the Premises and the other property therein described and (ii) a certain Guaranty of even date herewith ("Guaranty") from Albert N. Milstein, Jeffery M. Cagan, and Michael M. Daniels to Assignee.

B. The payment of all other sums, with interest thereon, becoming due and payable to Assignee under the provisions of the Note, Mortgage, Guaranty and any other document or instrument constituting security for the Note; and

C. The performance and discharge of each and every term, covenant and condition of Assignor contained herein and in the Note, Mortgage, Guaranty and any other document or instrument constituting security for the Note.

This instrument prepared by and mail to:

Barry H. Kahan, Esq.
Gottlieb and Schwartz
200 East Randolph Drive
Chicago, Illinois 60601
(312) 819-1000

89107815

72-15-522

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Assignor hereby represents and warrants to, and covenants and agrees with Assignee as follows:

1. That the sole ownership of the entire lessor's interest in the Leases is vested in Assignor, and that Assignor 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.

2. That those Leases, if any, described on the Lease Schedule are to the best of Assignor's knowledge after due inquiry 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 heretofore approved in writing by Assignee.

3. That there are currently no leases or tenancies of the Premises except those, if any, described on the Lease Schedule.

4. That Assignor shall not cause any Leases to be entered into (other than apartment leases in the ordinary course), terminated or modified in any material respect without the prior written consent of the Assignee. All leases (whether now or hereafter entered into) expressly provide or shall expressly provide that the same are subordinate to the lien of the Mortgage and the rights of Assignee thereunder.

5. That 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.

6. That Assignor shall timely and fully perform all of Assignor's covenants and obligations as lessor under the Leases, and Assignor shall give prompt notice to Assignee of any notice received by Assignor or its agents claiming that a default has occurred under any of the Leases on the part of the Assignor, together with a complete copy of any such notice.

7. That Assignor shall not permit any Lease to become subordinate to any lien other than the lien of the Mortgage or any junior mortgage expressly permitted under the Mortgage.

8. That no rent has been paid by any of the lessees under the Leases for more than one month in advance, and Assignor shall not collect any of the rents, income or profits arising or accruing under the Leases for more than one month in advance.

9. That Assignor will not assign any of the rents, income or profits from the Premises to any person other than Assignee.

10. That none of the rents for any portion of the Premises shall be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor, other than in the ordinary course of business.

The parties further agree as follows:

In the event of any default at any time under the terms of this Assignment, the Note, the Mortgage, the Guaranty or any other instrument constituting additional security for the Note, which default is not cured within the time (if any) permitted by the Note, the Mortgage, the Guaranty or such other instrument, Assignee may, at its option, receive and collect all such rents, income and profits as they become due, from the Premises and under any and all Leases of all or any part of the Premises. 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

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a deficiency, during any redemption period which may now or hereafter exist under the laws of the State of Illinois.

It is the intention of the parties that this Assignment shall be and constitute a present and absolute transfer and assignment of the Leases and the rents, income, benefits and profits assigned hereunder; provided however, that anything contained herein to the contrary notwithstanding, Assignee shall not exercise any of the rights or powers conferred upon it hereunder unless and until a default shall exist under the terms and provisions of this Assignment (which default shall continue for five (5) days after written notice thereof), or a Default (as defined in the Mortgage) shall otherwise occur under the Mortgage or any other instrument constituting additional security for the Note, and that prior to the occurrence of any such default or Default, Assignor shall be entitled to collect and receive the rents, income, benefits and profits from the Premises.

Assignor hereby irrevocably appoints Assignee his 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, to demand, collect, receive and give complete acquittance for any and all rents, income and profits accruing from the Premises, 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 in the name of Assignor 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 Premises are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases 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 Assignor in respect of all payments so made.

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, benefits and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without process of law, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude Assignor, its beneficiaries, agents and servants and agents of beneficiaries, 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 default hereunder or Default under the Note or the Mortgage, without further notice to Assignor, except as expressly provided herein, 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 operating the Premises and of any indebtedness or liability of Assignor 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 Premises or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest and any other payments due from Assignor to Assignee under the Note and the Mortgage, all in such order as Assignee may determine. 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 arising 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 Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance or discharge of any of the terms, conditions, duties or obligations

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under any of the Leases, or for any waste of the Premises by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee or stranger. Without limiting the foregoing, it is hereby understood and agreed that in the exercise of the powers herein granted the Assignee, no liability shall be asserted or enforced against Assignee, all such liability being hereby expressly waived and released by the Assignor and all parties claiming by, through or under Assignor. Assignor shall and does hereby agree to indemnify the Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should the Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor forthwith upon demand.

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.

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 Mortgages, the Note or any other document or instrument constituting additional security for the Note, or at law or in equity.

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.

Any notices which may be given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the above-described addresses of the parties hereto, 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 second business day following the date such notice is deposited in the mail.

The terms "Assignor" and "Assignee" 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. The liability of all persons executing this Assignment shall be joint and several in all respects.

This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, 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.

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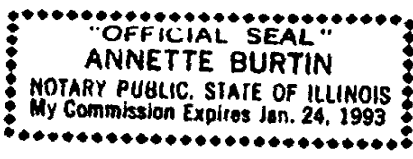
STATE OF Illinois)
) SS
COUNTY OF COOK)

I, Annette Burtin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jeffrey M. Cagan, personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 28th day of August, 1989.

Annette Burtin
Notary Public

My Commission Expires:



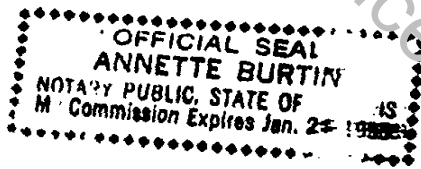
STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Annette Burtin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael M. Daniels, personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 28th day of August, 1989.

Annette Burtin
Notary Public

My Commission Expires:



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Page No. 1
08/21/89

HAMPTON COURT RENT ROLL

APT. NO	BLDG	TENANT NAME	RENT	DEPOSIT	BEG. LSE	END. LSE	COND
A-1	2730	KARAGULER, MUSTAFA	615.00	NONE	09/01/89	08/31/90	NONE
A-2	2730	SHIMIZU, KAZUHIRO	615.00	NONE	07/01/89	12/31/89	NONE
A-3	2730	JOHNSON, BARBARA	570.00	NONE	05/01/89	04/30/90	NONE
B-1	2730	OZAWA, MASANO	600.00	NONE	10/01/88	08/31/89	NONE
B-2	2730	LSE, JOON HYUN	570.00	NONE	06/01/89	04/30/90	NONE
B-3	2730	FREMEL, PATRICIA	570.00	NONE	09/01/89	08/31/90	NONE
C-1	2732		610.00		/ /	/ /	
C-2	2732	KALEMI, MOHAMMAD	597.00	NONE	05/01/80	08/31/89	NONE
C-3	2732	SHIDEAKI, OTAKE	650.00	NONE	07/01/89	12/31/89	NONE
DG	2732	LATROCHE, MICHEL	597.00	NONE	09/23/88	08/31/89	NONE
D-1	2732		495.00		/ /	/ /	
D-2	2732	MANSFIELD, RUTH	495.00	NONE	05/01/89	04/30/90	NONE
D-3	2732	PINTO, LAWRENCE	495.00	NONE	09/01/89	08/31/90	NONE
E-1	2732	SHESHBERADARAN, HOOSHMAND	570.00	NONE	06/16/89	08/31/89	NONE
E-2	2732	LANG, MRS. GEORGE	570.00	NONE	05/01/89	08/31/89	NONE
E-3	2732	PARK, SEONGWAN	570.00	NONE	07/01/89	06/30/90	NONE
F-1	2742	SMITH, VICKI	570.00	NONE	09/01/89	08/31/90	NONE
F-2	2742	GELLERSTED, MARILYN	570.00	NONE	07/01/89	06/30/90	NONE
F-3	2742	AZUMA, MASAYUKI	570.00	NONE	09/01/89	08/31/90	NONE
GH	2740	TORRES, RICARD	680.00	NONE	09/01/89	08/31/90	NONE
G-1	2740	FARHAD, YUSEF-ZADEH	615.00	NONE	06/16/89	06/30/90	NONE
G-2	2740		615.00		/ /	/ /	
G-3	2740	LEHMANN, PETER	600.00	NONE	09/01/89	08/31/90	NONE
H-1	2740	SOHRAB, SIAVASH	570.00	NONE	06/01/89	05/31/90	NONE
H-2	2740	MOMOSE, HITOSHI	615.00	NONE	09/01/89	08/31/90	NONE
H-3	2740		570.00		/ /	/ /	
I-1	2742	YAMAMOTO, MASAYUKI	650.00	NONE	07/01/89	06/30/90	NONE
I-2	2742	SO, JEUNG HO	610.00	NONE	09/01/89	08/31/90	NONE
I-3	2742		650.00		/ /	/ /	
J-1	2742	PARK, JOON WON	610.00	NONE	03/01/89	08/31/90	NONE
J-2	2742	KASHIHARA, NAOKI	650.00	NONE	09/01/89	08/31/90	NONE
J-3	2742		650.00		/ /	/ /	
K-1	2742	BLADE, DEBRA	495.00	NONE	05/01/89	04/30/90	NONE
K-2	2742	GHOSH, GAUTAM	495.00	NONE	06/16/89	06/15/90	NONE
K-3	2742	DYE, MARILYN	495.00	NONE	09/01/89	08/31/90	NONE
L-1	2752	RAGIN, CHARLES	610.00	NONE	06/16/89	03/31/90	NONE
L-2	2752	HAZEN, GORDON	597.00	NONE	09/01/88	09/15/89	NONE
L-3	2752	REID, STUART	650.00	NONE	06/09/89	08/31/89	NONE
M-1	2752		495.00		/ /	/ /	
M-2	2752	KUMAR, ALOK	495.00	NONE	09/01/88	08/31/89	NONE
M-3	2752	ACUNA, OSMAN	495.00	NONE	07/01/89	06/30/90	NONE
N-1	2752		570.00		/ /	/ /	
N-2	2752	MAKITO, YOSHIO	615.00	NONE	09/01/89	08/31/90	NONE
N-3	2752		615.00		/ /	/ /	
O-1	2752	MAUERMANN, HEIKO	610.00	NONE	09/01/89	08/31/90	NONE
O-2	2752	PARKS, GRIFFITH	610.00	NONE	09/01/89	08/31/90	NONE
O-3	2752	YANILMAZ, MEHMET	640.00	NONE	09/01/88	08/31/89	NONE
PO	2750		680.00		/ /	/ /	
P-1	2750		570.00		/ /	/ /	
P-2	2750	SHODJA, HOSSEIN	570.00	NONE	09/01/89	08/31/90	NONE
P-3	2750	SHANKLIN, ROBERT	570.00	NONE	07/01/89	12/31/89	NONE

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HAMPTON COURT RENT ROLL

APT. NO	BLDG	TENANT NAME	RENT	DEPOSIT	REG. LSE	END. LSE	COND
Q-1	2750	DEXTER, KATHERIN	570.00	NONE	09/01/89	08/31/90	NONE
Q-2	2750		570.00		/ /	/ /	
Q-3	2750		570.00		/ /	/ /	
R-1	2762		555.00		/ /	/ /	
R-2	2762		615.00		/ /	/ /	
R-3	2762	KAMINUMA, HIROAKI	615.00	NONE	09/01/89	08/31/90	NONE
S-1	2762	SAPIENTO, MIGUEL	495.00	NONE	06/01/89	05/31/90	NONE
S-2	2762		550.00		/ /	/ /	
S-3	2762	CHEN, DAYVE	495.00	NONE	07/01/89	06/30/90	NONE
T-1	2762	NEME, ALEJANDRO	597.00	NONE	09/01/89	12/31/89	NONE
T-2	2762		597.00		/ /	/ /	
T-3	2762		640.00		/ /	/ /	
U-1	2762	CAROL, IGNASI	640.00	NONE	12/29/88	08/31/89	NONE
U-2	2762	MARSH, ERIC	650.00	NONE	05/16/89	04/30/90	NONE
U-3	2762	OH, KEN	650.00	NONE	05/31/89	04/30/90	NONE
VW	2760	POOLE, LLOYD	680.00	NONE	05/31/89	04/30/90	NONE
V-1	2760	TIAN, YONGLAI	570.00	NONE	09/01/89	08/31/90	NONE
V-2	2760	CHANG, TUWON	570.00	NONE	09/01/89	03/23/90	NONE
V-3	2760	NG, DAVIS	570.00	NONE	09/01/89	08/31/90	NONE
W-1	2760		570.00		/ /	/ /	
W-2	2760	HULTMAN, LARS	615.00	NONE	06/16/89	06/15/90	NONE
W-3	2760	KOICHI, HIRATA	615.00	NONE	08/01/89	03/31/90	NONE
X-1	2764	SUIGEN, BILL	610.00	NONE	08/01/89	08/31/89	NONE
X-2	2764		597.00		/ /	/ /	
X-3	2764	JARVIS, OSCAR	610.00	NONE	05/01/89	04/30/90	NONE
YB	2764	ZHANG, JINPING	610.00	NONE	05/01/89	04/30/90	NONE
Y-1	2764	FOURNY, JEAN	615.00	NONE	06/01/89	05/31/90	NONE
Y-2	2764	FUCHS, GERHARD	570.00	NONE	06/20/89	06/15/90	NONE
Y-3	2764	GORLACH, MATTHIAS	615.00	NONE	07/01/89	08/31/89	NONE
Z-1	2764		510.00		/ /	/ /	
Z-2	2764	RYAN, SHIRLEY	525.00	NONE	05/01/89	04/30/90	NONE
Z-3	2764		525.00		/ /	/ /	
AABB	2766		680.00		/ /	/ /	
AB	2730	RILEY, DAVID	680.00	NONE	05/01/89	08/31/89	NONE
AA-1	2766	DE PALMA, ANDRE	600.00	NONE	09/01/89	02/28/90	NONE
AA-2	2766	LEMESTER, DAVID	570.00	NONE	09/01/89	08/31/90	NONE
AA-3	2766	RUDOLPH, RONALD	570.00	NONE	05/01/89	04/30/90	NONE
BB-1	2766		615.00		/ /	/ /	
BB-2	2766		615.00		/ /	/ /	
BB-3	2766		570.00		/ /	/ /	

*** Total ***

53547

R9407845

Aug. 29, 1989

CERTIFICATION

HAMPTON Associates certifies that the above is a true + correct rent roll for Hampton Court Apts., 2730-66 HAMPTON PARKWAY, EVANSTON, IL. As of Aug. 21, 1989

HAMPTON ASSO.
by _____

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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

That part of the West half of Lot 19 in George Smith's Subdivision of the South portion of Quilmette Reserve in Township 42 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at the North West corner of said Lot 19; thence South on the West line thereof, 465.92 feet; thence East, 173.5 feet to a point 465.58 feet South of the North line of said Lot 19; thence East to a point in the East line of said West half of Lot 19, 465.42 Feet South of the North line of said Lot 19; thence North along the said East line of the West half of Lot 19 to the North line of said lot; thence West to the point of beginning (except therefrom the North 33 feet taken and used for Isabella Street, also excepting therefrom all that part lying in the West half of the West half of Lot 19) in Cook County, Illinois.

PARCEL 2:

All that part of the West half of Lot 19 in George Smith's Subdivision of the South portion of Quilmette Reserve in Township 42 North, Range 13 East of the Third Principal Meridian, described as follows: beginning at the North West corner of said Lot 19; thence South on the West line of said Lot 19, 465.92 feet; thence East, 173.5 feet to a point 465.58 feet south of the North line of said Lot 19; thence East to a point in the East line of said West half of Lot 19, 465.42 feet South of the North line of said Lot 19; thence North along the East line of said West half of Lot 19, to the North line of said lot; thence West along the North line of said lot to the point of beginning (except therefrom the North 33 feet taken and used for Isabella Street and also excepting therefrom all that part lying in the East Half of the West half of Lot 19)

PARCEL 3:

The Easterly 4 feet of the South 437.92 feet of the Northerly 465.92 feet of Lot 18 in George Smith's Subdivision of the South part of Quilmette Reservation in Township 42 North, Range 13 in Cook County, Illinois

Permanent Index Numbers: 05-35-310-002-0000
05-35-310-003-0000
05-35-310-016-0000

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly signed, sealed and delivered the day and year first above written.

HAMPTON ASSOCIATES
an Illinois general partnership

By: [Signature]
Name: _____
Title: a general partner

BOULEVARD BANK NATIONAL
ASSOCIATION,
as Trustee as aforesaid

By: [Signature]
Name: ALEX. BERESOFF
Title: ASS'T VICE PRESIDENT

[Signature]
Albert N. Milstein

[Signature]
Jeffrey M. Cagan

[Signature]
Michael M. Daniels

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STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Annette Burtin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Albert M. Milstein, personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 29th day of August, 1987.

Annette Burtin
Notary Public

My Commission Expires:



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Handwritten initials

DEPT-01 RECORDING
#22.00
#1860 # B *-B9-407845
COOK COUNTY RECORDER
702222 TRAN 9025 08/30/89 15:58:00

30
128/630
P/A

3821181

1989 AUG 30 PM 1:09
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

3821181

DELIVER TO
Handwritten: Box 33
Handwritten: 7215 512