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LEASE-RENT ASSIGNMENT

As Security for a Lean From WORTH BANK & TRUST

1. DATE AND PARTIES. The date of this Lease-Rent Assignment (Agreement) is October 16, 1983, and the parties are the following:

OWNER:

WORTH BANK AND TRUST AS TRUSTEE UNDER TRUST #4487, dtd. 10/16/89 and not personally 814 Wer. 120th Sireet Chicago, 1 inc. a 50643 Tex 1.D. #

BANK:

WORTH BANK & TRUST an ILLINCIS banking correction 6825 W. 111TH STREET WORTH, ILLINOIS 60482 Tax I.D. # 36-2446555

\$17.00

- 2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following: ...
 - A. a promissory in ite, No. _______, (Note) dilited October 18, 1989 and executed by WORTH BANK AND TRUST AS TRUSTEE UNDER TRUST #4487 (Borrower) payable to the order of Fank, which evidences a loan (Loan) to Borrower in the principal amount of \$225,000.00, and all extensions, renewals, modifications or substitute in thereof.
 - B. all future advances by Bank to Borrower, to Owned, to liny one of them and to any one of them and others (regardless of whether or not this Agreement is specifically referred to in the evidence of in light direct with regard to such future and additional indebtedness);
 - C. all additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, predancing or otherwise protecting the Collateral and its value, and any other sums advanced, and expenses incurred by Bank pursuant to the Agrollment, plus interest at the rate provided for in the Note:
 - D. all offer obligations to the extent the taking of the Collateral as such in therefor is not prohibited by law, including but not limited to liabilities for evendralis, all advances made by Bank on Borrower's, and/or principles, bohalf as authorized by this Agreement and liabilities as guarantor, endorser or surely, of Borrower to Bank, now existing or he so for arising, one or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, and several; and
 - E. Borrower's performance of the terms in the Note and Owner's performance of the tris in this Agreement, any deed of trust, any trust deed, any mortgage, any deed to secure debt, any assignment of bandlots, threat, any ban agreement, any construction loan agreement, any security agreement, any guaranty agreement or any other agreement virile is secures, guaranties or otherwise materials to the Note or Loan.
- 3. BACKGROUND. The Loan is secured by, but is not limited to, a mortgage (Mortgage) dated October 16, 1980; on the property (Property) situlated in the COUNTY OF COOK, SYATE OF ILLINOIS, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

- 4. ASSIGNMENT. To secure the Obligations and in consideration of the Loan, Owner grants and assigns a security interest and further bargains, sells and conveys in and to Bank all of Owner's right, title and interest in and to all rents and profits from the Property and all leases of the Property new or hereafter made, which are collectively known as the Collecteral and described as follows:
 - A. all leases (Leases) on the Property. The term "Leases" in this Agreement shall include all agreements, written coverbal, existing or horeafter arising, for the use or occupancy of any portion of the Property and all extensions, renewals, and substitutions of such agreements, including subleases thereunder.
 - all guaranties of the performance of any party under the Leases; and
 - C. the right to collect and receive all revenue (Fient) from the Leases on the Property now due or which may become due. Rent includes, but is not limited to the following: revenue, issue, profits, rent, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, security deposits, insurance premium contributions, ilquidated damages following detault, cancellation premiums, "loss of rents" insurance or other proceeds, and all rights and claims which Owner may have against any person under the terms of the Leases.
- 5. WARRANTIES. To Induce Bank to make the Loan to Borrower, Owner makes the following representations and warranties:
 - A. Owner has good title to the Lesses and Ront and good right to assign them, and no other person has any right in them;
 - B. Owner has duly performed all of the terms of the Leases that Owner is obligated to perform:
 - Owner has not proviously assigned or encumbered the Leases or the Rent and will not further assign or encumber the Leases or future Rent;
 - D. No Rent for any period subsequent to the current month has been collected, and no Rent payment has been compromised;
 - E. Owner has not received any funds from any lessee (Lessee) under the Leases in excess of one month's rent for which credit has not been made on account for accrued Rent, and any copy of such account that has been delivered to Bank is true and complete. The term "Lessee" in this Agreement shall include all persons or entities obligated to Owner under the Leases;
 - F. No Lessee is in default of any of the terms of the Leases; and

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G. Owner has not and will not waive or otherwise compromise any obligation of Desset under the Bease and will enforce the performance of every obligation to be performed by Lessee under the Lease.

6. OWNER'S AGREEMENTS. In consideration of the Loan and to protect the security of this Agreement, Owner agrees:

A to deliver to Bank upon execution of this agreement copies of the Leases, certified by Owner, as being true and correct copies which accurately represent the transactions between the parties;

B. In observe and perform all obligations of Lessor under the Leases, and to give written prompt notice to Bank of any default by Lessor or

Lesses under any Lease;
C. to notify in writing each Lesses that any deposits previously delivered to Owner have been retained by Owner or assigned and delivered to

Bank as the case may be:

D. to appear in and defend any action or proceeding pertaining to the Leases, and, upon the request of Bank, to do so in the name and on behalt of Bank but at the expense of Owner, and to pay all costs and expenses of Bank, including reasonable attorneys' less to the extent not prohibited by luw, in any such action or proceeding in which Bank may appear;

E. to give written notice of this Agreement to each Lessee which notice shall contain instructions to each Lessee that Lessee shall, upon

receipt of notice and demand from Bank, make all payments of Rent directly to Bank; and

F. to indemnify and hold Bank harmless for all Habilities, damages, costs and expenses, including reasonable attorneys' loss, Bank incurs when Bank, at its discretion, elects to exercise any of its remedies upon default of Lesse.

10/16/89 SSE RIDER ATTACHED HERETO AND MADE A PART OF LEASE-RENT ASSIGNMENT DTD. 16/16/89.

7. (10/16/89 RIDER ATTACHED HERETO AND MADE A PART OF LEASE-RENT ASSIGNMENT CTD. 10/16/89. 1050 THIS ASSIGNMENT OF REATS is executed by the Worth Bank and Trust, not 280 personally but as Trustee as asforesaid in the exercise of the power and rect the authority confered upon and vested in it as such Trustee (and said Worth Bank hall and Trust, hereby parrents that it possesses full power and authority to · ali execute this instrucent), and it is expressly understood and agreed that ner ias nothing herein or in said principal or interest notes contained shall be construed as creating any liability on the said assignor or on said Worth Bank of and Trust personally to jay the said principal notes or any interest that may accrue thereon, or any indeptedness accruing hereunder, or to perform any covenants either express or implied herein contained, all such liability, if INV any, being expressly waived by taid assignee and by every person now or hereafter claiming any right or security hereunder and that so far as the in assignor and its successor and said forth Bank and Trust personally are DY concerned, the legal holder or holders of said principal and interest notes 110 and the owner or owners of any indebtedues accruing hereunder shall look Ή solely to the premises therein conveyed for the payment thereof, by the d; enforcement of the lien hereby created, in the menner herein and in said principal note, provided.

9. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal of, and account interest on, the Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter by Mortgagor under the Mortgage, Bank, at Bank's option, shall have the right to exercise any or all of the following remedies:

A. to collect directly and retain Rent in Bank's name without taking prosession of the Property and to demand, collect, receive, and sue for the Rent, giving proper receipts and releases, and, after deducting all reasonable costs of collection, including reasonable attorneys' fees to

the extent not prohibited by law, apply the balance to the Note, first to accrued interest and then to principal:

B. to declare the Obligations immediately due and payable, and, at Bank's option, exercise any of the re-nodic a provided by law, the Note, the

Mortgage or this Agreement; and

C. to enter upon, take possession of, manage and operate all or any part of the Property, make, modify, entorice or cancel any Leases, evict any Leases, increase or reduce Rent, decorate, clean and make repairs, and do any act or incur any cool bank shall deem proper to protect the Property as tully as Owner could do, and to apply any funds collected from the operation of the Property in such order as Bank may deem proper, including, but not limited to, payment of the following: operating expenses; management, brokerage, attorneys', and accountants' fees; the Obligations; and toward the maintenance of reserves for reperior replacement. Bank may take such action without regard to the adequacy of the security, with or without any action or proceeding otherwise any person or agent, mortgages under a mortgage, or by receiver to be appointed by a court, and irrespective of Owner's posset sion.

The collection and application of the Rent or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any default, or modify or waive any notice of default under the Note, Mortgage or this Agreement, or invalidate any act done pursuant to such notice. The entercement of such remedy by Bank, once exercised, shall continue for so long as Bank shall efect, notwithstanding that such collection and application of Rent may have cured the original default. If Bank shall thereafter efect to discontinue the exercise of any such remedy, the same or any other remedy under the taw, the Note, Mortgage or this Agreement may be asserted at any time and from time to time following any subsequent default. The word 'default' has the same meaning as contained within the Note or any other instrument evidencing the Obligations, and the Mortgage, or any other document securing, guarantying or otherwise relating to this Obligations.

In addition, upon the occurrence of any Event of Delauit, Bank shall be entitled to all of the remedies provided by law, the Note and any related loans documents. All rights and remedies are cumulative and not exclusive, and Bank is anitiled to all remedies provided at law or equity, whether or not expressly set forth.

10. ADDITIONAL POWERS OF BANK. In addition to all other powers granted by this Agreement and the Mortgage, Bank also has the rights and powers, pursuant to the provisions of the Illinois Code of CE/II Procedure, Section 15-1101, et seq.

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powers, pursuant to the provisions of the Illinois Code of Civil Procedure, Section 15-1101, et seq. 10. ADDITIONAL PCWERS OF BANK, In acciding the rights powers granted by this Agreement and the Mortgage, Bank also has the rights and

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documents. All rights and remedics are cumulative and not exclusive, and Bank is entitled to all remedies provided at law or equity, whether or not excessive and temperatures. In addition, upon the occurrence of any Event of Delauth, Bank chall be entitled to all of the remedies provided by law, the Note and any related loans.

Moriguge, or any other document securing, guarantying or otherwise relating to the Obligations.

application of flent may have cured the original detailing in can are instructed at any time and from time to fine following any subsequent, of he word the cured the details. The word the cured the Obligations, and the details. The word details has the cured the cured the original as contained to the Obligations.

application of Rent may have cured the original default. If Bank shall thereafter elect to discontinue the exercise of any such remedy, the same or The enforcement of such remedy by Bank, once exercised, shall continue for so long as Bank shall elect, notwithstanding that such collection and any default, or modify or waive any notice of default under the Note, Mortgage or this Agreement, or invalidate any act done pursuant to such notice. The collection and application of the Rent or the entry upon and taking possession of the Property as set out in this section shall not our or waive

mortgage, or by receiver to be appointed by a court, and irrespective of Owner's possession. regard to the sadequacy of the security, with or without any action or processfing, through any person or agent, mortgaged under a acconstants, tees! the Opilianians; and toward the maintenance of teaches for tepair or replacement. Bank may take such action without usak ideem proper, including but not limited to, payment of the following: operating expenses; management ordersage, attorneys, and protect the Property as fully as Owner could do, and to apply any funds collected from the operation of the Property in such order as Bank any Lassee, increase or reduce Rent, decorate, closin and make repairs, and do any act or incur any cor. Bank shall deem proper to

C. to enter upon, take possession of manage and operate all or any part of the Property, make, modity, into 30 or cancel any Leases, evict Mortgage or this Agreement; and

- to declare the Obligations immediately due and payable, and, at Bank's option, exercise any of the services provided by law, the Note, the the exent not profit ited by apply the balance to the Mote, ited to accuract inferest and then to principal;
- Rent, giving proper receipts and releases, and, after deducting all reasonable costs of cell client, including reasonable anormeys' lees to
- A. to colloct directly and retain Ront in Bank's name without taking possession of the Property and redemend, collect, receive, and sue for the
- of an Event of Detactit or at any time thereafter by Mongagor under the Mongage, Bank, at Sai K's option, shall have the right to exercise any or all of due and payable without notice or demand, upon the occurrence of an Event of Octault or at any time thereafter. In addition, upon the occurrence
- 9. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal of, and excused interest on, the Obligations shall become immediately
- A fransier of a substantial part of Owner's mor, by or property.
 - Failure to pay and provide proof of payment of any tax, assessment, rent, incerprise premium or escrow on or before its due date; or
- A good (A)h belief by Bank at any time that Bank is insecure, that the prospect of any payment is impaired or that the Collaberal is impaired; or guarantor of the Obligations; or
- insolvency, bankruptcy, reoganization, composition or debt (reli it law by or against, Cwner, Borrower, or any co-signer, endorser, surety
- ot ou pepal, of the voluntary or involuntary termination of extended by or the commencement under any present or traine sedents or state
- The death, dissolution or insolvency of, the appointment of a receiver by or on the behalf of, the assignment for the benefit of creditors by any material respect by, or on behall of, Owner, Borrower or any co-signer, encluser, surety or guaranter of the Obligations; or
- The making of futrishing of any verbal, or written, cours astendent or warranty to Bank which is, or becomes, take or incorrect in
- guarantying, sucuring or otherwise relating to the Unigations; or security egreement, mortgage, deed to secure rebt, deed of trust, trust deed, or any other document or institution evidencing.
- A default or breach under any of the imms of this Agreement, the Note any continuous near agreement, any
 - A. Failure by any person obligated on the Oblig Illons to make payment when due thereunder; or
- Delault). The Events of Delault ere:
- EVENTS OF DEFAULT. Owner shall be in Wiltill upon the occurrence of any of the following events arcumetances or conditions (Events of
- received as such creditor to the Obligation, the Mortgrige, or this Agreement.
- shall invitediately pay over to Bank oil slich payments as Owner may receive from any Leasee. Bank shall have the option to apply any mones payments paid by any Lessee, which ell or not pursuant to the tenses, for the tenses, for the tenses, cancer and which the Lesses, and Owner immediately pay over to Barth all surge Owner may receive as creditor from such actions or precedings. And, Berk may collect or receive all benefit of creditors, bankri plcy, reorganization, reutangement, insulvancy, dissolution or receivership proceedings by Lessee, and Owner shall payment to Bank to those an close of the pay such rents, issues or profits. Bank shall be the creditor of each Lussee in respect to assignments for the Property, to expety the process to the Obligations, and shall give notice of Bank's rights in any of said rens, issues or profits and notice of direct Bank, shall endorse and deliver to Bank any money ordars, chacks or drafts which represent rents, issues or profits from the above-described

- COFFECTION OF RENT. Owner shall give notice of Bank's rights to all of such render and notice of direct payment to Bank to those

- obligated to pay such initia, icasses or profits. Currer egrees to disect all tenants to pay rent due or to become due to bank. Owner, na agent of

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solely to the premises therein conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.

11. TERM. This Agreement shall remain in effect as long as any part of the Ot ligations remain unpaid. Upompayment infull of all such indebtodness. Bank shall execute a release of this Agreement upon request.

12. GENERAL PROVISIONS.

Arrest:

A. TIME IS OF THE ESSENCE. Time is of the essence in Owner's performance of all duties and obligations imposed by this Agreement.

B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights, remedies, privileges or right to Insist upon Owners strict performance of any provisions contained in this Agreement, or other loan documents, what not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank.

C. AMENDMENT. The provisions contained in this Agreement may not be amended, except through a written amendment which is signed by

Owiver and Bank.

D. GOVERNING LAW. This Agreement shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise preempted by federal laws and regulations.

E. FCRUM AND VENUE. In the event of litigation pertaining to this Agreement, the exclusive forum, venue and place of jurisdiction shall be in the State of ILLINOIS, unless otherwise designated in writing by Bank.

F. SUCCESSORS. This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the

G. NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

H. PARAGRAPH HEADINGS. The headings at the beginning of each presuraph, and each sub-paragraph, in this Agreement are for convenience any and shall not be dispositive in interpreting or construing this Agreement or any part thereof.

I. IF HELD UNENEDROEABLE. If any provision of this Agreement shall be held unenforceable or void, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Agreement.

OWNER:

October 16, 1989

worth Bank and TRUST AS TRUSTEE UNDER TRUST #4487 dtd. 10/16/89 and not personally.

WORTH BALK AND TRUST Asst. Trust Officer

10/10/89 SEE RIDER ATTACHED HERETO AND MADE A PART OF LEASE-RENT ISSIGNMENT DTD. 10/16/89.

\$ 10/16/89 RIDER ATTACHED HERETO AND MADE A PART OF LEASE-RENT ASSIGNMENT DTD. 10/16/89

STATE OF ILLINOIS

COUNTY OF COOK I, the undersigned, a Notary Public, in the State aforesaid, DO HERREBY

Kirk E. Rascher, Asst. Trust Officer CERTIFY, that of the Worth Bank and Trust and Mary T. Ciciora, Trust Oper. Nameger of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst.T.C. 2nd Tr.Opr.Mgr., respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as the free and voluntary act of said Bank, as Trustee as asferential, for the uses and purposes therein set forth; and the saidTr.Opr. Mgr.then and there acknowledged that she, as custodian of the corporate send of said Bank, did affix the corporate seal of said bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank is Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this loth day October A.D. 1989

OFFICIAL SEAL NANCY RIWALSH NOTARY PUBLIC STATE OF ILLINO'S COMMISSION EXP. OCT. 6,1990:

Stopenty of Coot County Clark's Office

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ILLINOIS 60482. Plasse return this document	STREET, WONTH, ILLIN'OIS SOUS.	MEPHEA BY WORTH BANK & TRUST, RITH BANK & TRUST, 6825 W. 111TH 5	This document was p

" a notery public, certify that

SYCE 3

OFFICIAL:COPY

signed and delivered the instrument as (his/her) (ree and voluntary act, for the uses and purposes set forth.

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C/OPTS OFFICE

NC WAY PUBLIC

seme person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that (he/she) WORTH BANK AND TRUST, as Trustee, for WORTH SANK AND TRUSTEE UNDER TRUST #4487, personally known to me to be the

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My commission explines:

COUNTY OF SCOK STATE OF ILLINOIS

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NANCY R WALSH MOTARY PIECE STATE OF SLEEDE COMMISSION EXP. OCE & 1540

Attached hereto and made a part hereof

Legal Description:

- Parcel 1: THAT PART OF BLOCK 1 IN FIRST ADDITION TO WEST PULLMAN, A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 325 FEET OF SAID BLOCK 1, LYING WEST OF THE EAST 141 FEET THEREOF, LYING WEST OF THE WEST LINE OF HALSTED STREET AS ORIGINALLY LAID OUT ON THE PLAT OF SAID SUBDIVISION AND LYING EAST OF THE LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID BLOCK 269.6 FEET EAST OF THE SOUTH WEST CORNER THEREOF TO A POINT ON THE SOUTH LINE OF THE NORTH 325 FEET CF SAID BLOCK, 269.1 FEET EAST OF THE WEST LINE THEREOF, IN COOK COUNTY, ILLINOIS.
- Parcel 2: THAT PART OF BLOCK 1 IN FIRST ADDITION TO WEST PULLMAN.

 A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 29,
 TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
 MERIDIAN, LYING SOUTH OF THE NORTH 325 FEET OF SAID
 BLOCK 1, LYING WEST OF A LINE DESIGNATED AS AB FOR
 IDENTIFICATION DEAWN FROM A POINT ON THE SOUTH LINE OF
 SAID BLOCK 255.6 FEET LAST OF THE SOUTH LINE OF THE
 HORTH 325 FEET OF SAID BLOCK, 255.1 FELT EAST OF THE
 WEST LINE THEREOF, AND LYING NORTHEASTERLY OF THE
 HORTHEASTERLY LINE OF THE FOLLOWING DESCRIBED RIGHT OF
 WAY:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 1, 255.6 FEET EAST OF THE SOUTH WEST CORNER THEREOF, THEICE NORTH ALONG A LINE THE EXTENSION OF WHICH INTER-SECTS THE SOUTH LINE OF THE NORTH 325 FEET OF SAID BLOCK AT A POINT 255.1 FEET EAST OF THE WEST LINE OF SAID BLOCK, FOR A DISTANCE OF 39.5 FEET TO A POINT, THENCE NORTHWESTERLY FROM SALD POINT ALONG A CURVE TAN-GENT TO SAID LINE WITH A RADIUS OF 243.8 FEET, A DIS-TANCE OF 312.46 FEET TO A POINT ON THE SOUTH TANE OF THE NORTH 325 FEET OF SAID BLOCK, 80.35 FEET EAST OF THE WEST LINE OF SAID BLOCK; THENCE EAST ALONG SAID SOUTH LINE OF THE NORTH 325 FEET OF BLOCK 1 39.8 FEET THENCE SOUTHEASTERLY ALONG A CURVE OF RADIUS OF 257.8 FEET CONCENTRIC WITH AND 14 FEET FROM LAST DESCRIBED CURVE A DISTANCE OF 205.45 FEET TO A POINT MARKED BY A STEEL RAIL ON THE LINE AB HERETOFORE DESCRIBED AND 123.3 FEET MORTH OF THE SOUTH LINE OF SAID BLOCK; THENCE SOUTH ALONG SAID LINE AB, 83.8 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

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Legal Description continued:

Parcel 3: A STRIP OF LAND FOURTEEN FEET IN WIDTH THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS TO WIT:

COMMENCING AT A POINT IN THE SOUTH LINE OF BLOCK 1 IN THE FIRST ADDITION TO WEST PULLMAN, A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS PER PLAT OF SAID SUBDIVISION RECORDED AUGUST 22, 1692 AS DOCUMENT 1721159 262.6 FEET EAST OF THE SOUTH WEST CORNER OF SAID BLOCK 1; THENCE NORTH 272.22 FEET TO A POINT IN THE SOUTH LINE OF THE LORTH 325 FEET OF SAID BLOCK 1 262.1 FEET EAST OF THE MEST LINE OF SAID BLOCK 1 (EXCEPT THE RAILROAD RIGHT OF WAY RUNNING FROM WEST 120TH STREET, FIRST NORTHERLY AND THENCE CURVING NORTHWESTERLY.)

PIN: 25-29-202-013-0000

25-29-202-014-0000 25-29-202-015-0000

Property Address: 814-822 West 120th Street, Chicago, Illinois 60643

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