

UNOFFICIAL COPY

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8707 Skokie Boulevard
Skokie, Illinois

Address of Premises:

10-22-100-013
10-22-100-014
10-22-100-015
10-22-100-040

Permanent Tax Index Numbers:

BOX 308 - GG

This instrument prepared by and
to be returned after recording to:

Alvin L. Kruse
Elizabeth P. Strand, Fairweather
& Geraldson
Seyfarth, Shaw, Fairweather

Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

02566068

Dated as of March 1, 1989

THE NORTHERN TRUST COMPANY,
an Illinois banking corporation

to

SKOKIE DEMPSTER LIMITED PARTNERSHIP,
an Illinois limited partnership

and

LASALLE NATIONAL BANK,
a national banking association,
as Trustee under a Trust Agreement dated
January 24, 1989, and known as Trust No. 114106,
and not personally

from

ASSIGNMENT OF RENTS AND LEASES

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\$21.00

7402-209 D1

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10-31-100-110
10-32-100-111
10-33-100-112
10-34-100-113

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Section 1. Mortgagee as Agent. The Mortgagee and the Beneficiary do hereby jointly and severally irrevocably appoint the Mortgagee to be their agent for the management of the Premises, and

The Mortgagee and the Beneficiary do hereby further covenant and agree as follows:

This assignment is subject, junior and inferior to the First Mortgage (as defined in the Mortgage) and to any assignment of rents and assignment of leases given to secure the payment of the indebtedness secured by the First Mortgage.

agreements now existing upon the Premises. This assignment is subject, junior and inferior to the First Mortgage (as defined in the Mortgage) and to any assignment of rents and assignment of leases given to secure the payment of the indebtedness secured by the First Mortgage. This assignment is subject, junior and inferior to the First Mortgage (as defined in the Mortgage) and to any assignment of rents and assignment of leases given to secure the payment of the indebtedness secured by the First Mortgage. This assignment is subject, junior and inferior to the First Mortgage (as defined in the Mortgage) and to any assignment of rents and assignment of leases given to secure the payment of the indebtedness secured by the First Mortgage.

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WHEREAS, SKOKIE DEMPSTER LIMITED PARTNERSHIP, an Illinois limited partnership (the "Beneficiary"), is the sole beneficiary under the Trust Agreement by which the Mortgagee was created;

WHEREAS, the Mortgagee is the holder of the Mortgage and of the Mortgage Note of the Mortgagee of even date herewith in the principal amount of \$1,400,000, secured by the Mortgage; and

WHEREAS, the Mortgagee is the holder of the Mortgage and of the Mortgage Note of the Mortgagee of even date herewith in the principal amount of \$1,400,000, secured by the Mortgage; and

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do hereby authorize the Mortgagee to let and re-let the Premises, or defend any suits in connection with the Premises in its own name or in the name of the Mortgagee and the Beneficiary as it may deem necessary or expedient, and to make such repairs to the Premises as it may deem proper or advisable, and to do anything in or about the Premises that the Mortgagee and the Beneficiary might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

Section 2. Collection of Rents. The Mortgagee and the Beneficiary do hereby irrevocably authorize the Mortgagee in its own name to collect all of said rents, issues and profits arising or accruing at any time hereafter and all now due or that may hereafter become due and to use such measures, legal or equitable, as in its discretion it may deem necessary or proper to enforce the payment or the security of such rents, issues and profits, or to secure and maintain possession of the Premises or any portion thereof.

Section 3. Application of Rents. It is understood and agreed that the Mortgagee shall have the power to use and apply said rents, issues and profits toward the payment of any present or future indebtedness or liability of the Mortgagee or the Beneficiary to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of the Premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for the leasing and/or collecting of rents for the Premises or any part thereof, and for the expense of such attorneys, agents and servants as may be employed by the Mortgagee for such purposes.

Section 4. Successors in Interest. It is further understood and agreed that this Assignment shall be binding upon and inure to the benefit of the successors and assigns of the Mortgagee, the Beneficiary and the Mortgagee, respectively, including any participant in any loan hereby secured, and shall be construed as a covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the Mortgagee and/or the Beneficiary to the Mortgagee shall have been paid in full, at which time this Assignment and the rights and powers granted hereunder shall terminate.

Section 5. Exercise Upon Default. It is understood and agreed that the Mortgagee shall not exercise its rights and powers under this Assignment until after default in the payment of principal of and/or interest on the indebtedness secured by the Mortgage or until after an event of default occurs under the Mortgage, the said Mortgage Note or any other document securing the indebtedness secured by this Assignment, and the expiration of any applicable grace period, and the Mortgagee and the Beneficiary shall have a license to collect the rents from the Premises in the absence of such a default.

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or to such party at such other address as such party may designate by notice duly given in accordance with this Section to the other party.

Attention: Frank E. Schmitz
Commercial Real Estate
Division

If to the Mortgagee: The Northern Trust Company
50 South LaSalle Street
Chicago, Illinois 60675

Skokie Dempster Limited Partnership
c/o LaSalle Mortgage and Realty
Development Corporation, Suite 315
4801 W. Peterson, Suite 315
Chicago, Illinois 60646

with a copy to: Attention: Land Trust Department

135 South LaSalle Street
Trust No. 114106
Chicago, Illinois 60690

If to the Mortgagee: LaSalle National Bank
as Trustee under

Section 8. Giving of Notice. All communications provided for herein shall be in writing and shall be deemed to be given or made when served personally or two business days after deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

Section 7. Leases of the Premises. The Mortgagee and the Beneficiary agree (i) that they will not enter into any lease of the Premises or any portion thereof without the prior written consent of the Mortgagee; (ii) that they at all times will duly perform and observe all of the terms, provisions, covenants and agreements on their respective parts to be performed and observed under any and all leases of the Premises or any portion thereof, including, but not limited to, the Leases, and shall not suffer or permit any default or event of default on the part of the lessor to exist hereunder; and (iii) that they will not agree or consent to, or suffer or permit, any termination, modification or amendment of any lease of the Premises, including, but not limited to, the Leases, without the prior written consent of the Mortgagee. Unless otherwise approved by the Mortgagee, all leases of space in the Premises shall be prepared on a lease form approved by the Mortgagee.

Section 6. No Waiver. Failure of the Mortgagee to exercise any right which it may exercise hereunder shall not be deemed a waiver by the Mortgagee of its rights of exercise thereafter.

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VERIFICATION OF DEED

GRANTOR: JAMES M. ...

GRANTEE: JAMES M. ...

WITNESSES: ...

NOTARY PUBLIC: ...

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Section 9. Amendment. This Assignment may be altered or amended only by a writing signed by the party sought to be bound by such alteration or amendment.

Section 10. Execution of Counterparts. This Assignment may be executed in several counterparts and all such executed counterparts shall constitute one agreement binding on the parties hereto.

Section 11. Severability. If any part of this Assignment is or shall be invalid for any reason, the same shall be deemed to be severable from the remainder thereof and such invalidity shall in no way affect or impair the validity of this Assignment as a whole or any other part or portion thereof.

Section 12. Construction.

(a) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Assignment as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Assignment are to the designated Sections and other subdivisions of this Assignment as originally executed.

(c) The headings of this Assignment are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in the singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) Wherever in this Assignment provision is made for the approval or consent of the Mortgagee, or that any matter is to be as estimated or determined by the Mortgagee, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction, estimate or determination or the like shall be made determined or given by the Mortgagee pursuant to a reasonable application of judgment in accordance with institutional lending practice and commercial custom in connection with major real estate loans.

Section 13. Governing Law. This Assignment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction.

Section 14. Execution by Mortgagee. This instrument is executed by LaSalle National Bank, not personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said bank as such trustee, and it is expressly understood and agreed that nothing contained in this instrument shall be construed as creating any monetary liability on LaSalle National Bank, with respect to the performance of any warranty or covenant, either expressed or implied in this

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SECTION 1. The Board of Supervisors of Cook County, Illinois, do hereby certify that the following is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, to-wit:

SECTION 2. That the same is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, to-wit:

SECTION 3. That the same is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, to-wit:

SECTION 4. That the same is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, to-wit:

SECTION 5. That the same is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, to-wit:

SECTION 6. That the same is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, to-wit:

SECTION 7. That the same is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, to-wit:

SECTION 8. That the same is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, to-wit:

SECTION 9. That the same is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, to-wit:

SECTION 10. That the same is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, to-wit:

SECTION 11. That the same is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, to-wit:

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COOK COUNTY, ILLINOIS
CLERK OF COURT

1989 MAR 1 PM 2 43

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of March 1, 1989.

INSTRUMENT, all such personal monetary liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right of security hereunder. Nothing contained in this Section shall modify or discharge the personal liability of any guarantor of the indebtedness secured by this assignment or any person under or by virtue of any guaranty of such indebtedness or under any of the other documents evidencing and securing such indebtedness.

LASALLE NATIONAL BANK, not personally
but solely as Trustee as aforesaid
By [Signature]
Title: VICE PRESIDENT

(SEAL)

ATTEST:

[Signature]
Title: NOTARIAL DEPUTY

SKOKIE DEMETER LIMITED PARTNERSHIP,
an Illinois limited partnership

By Lasalle Mortgage and Realty
Development Corporation, an Illinois
corporation, general Partner

By [Signature]
Title: [Signature]

ATTEST:

[Signature]
Title: [Signature]

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DATE

AMOUNT

RECEIVED
BY
FOR OFFICIAL USE ONLY
EXHIBIT

DATE

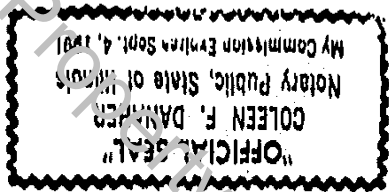
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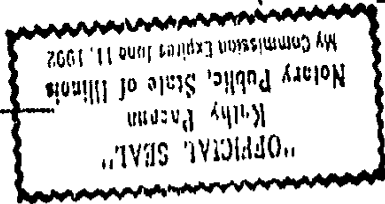
Notary Public

Goleen F. Danaher

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The foregoing instrument was acknowledged before me this day of February, 1989, by John L. [unclear] of Laballe Mortgage and Realty Development Corporation, an Illinois corporation, general partner of Skokie Dempster Limited Partnership, an Illinois limited partnership, on behalf of said corporation and said limited partnership.

STATE OF ILLINOIS
COUNTY OF COOK
SS



Notary Public

Kelly Parnon

The foregoing instrument was acknowledged before me this day of February, 1989, by Joseph W. Lajo VICE PRESIDENT and Rosemary Collins ASSISTANT SECRETARY, respectively, of Laballe National Bank, a national banking association, Trustee under a Trust Agreement dated January 24, 1989, and known as Trust No. 114106, on behalf of said Trustee.

STATE OF ILLINOIS
COUNTY OF COOK
SS

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ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10/20/00 BY
60322/UC/BAW

PROPERTY OF COOK COUNTY CLERK'S OFFICE
ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10/20/00 BY
60322/UC/BAW

COOK COUNTY CODE

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CLASS OF OFFICER

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10/20/00 BY
60322/UC/BAW

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DATE 10/20/00 BY
60322/UC/BAW

COOK COUNTY CODE

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CLASS OF OFFICER

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THAT PART OF LOT 9, IN THE SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EAST CORNER OF LOT 20, IN EVANSTON GOLF CLUB'S WEST BORDER LOT SUBDIVISION; AND RUNNING THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 20, EXTENDED EAST, A DISTANCE OF 200 FEET, TO THE EXTENSION OF THE EAST LINE OF LOT 24; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 24, EXTENDED SOUTH, A DISTANCE OF 16 FEET, TO A POINT ON THE SAID LINE, 295 FEET SOUTH OF THE SOUTH EAST CORNER OF SAID LOT 24; THENCE SOUTH WESTERLY 308.25 FEET TO THE SOUTH EAST CORNER OF SAID LOT 17, AS AFORESAID; THENCE NORTH 300 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 17 TO 19, IN EVANSTON GOLF CLUB'S WEST BORDER LOT SUBDIVISION, IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1924 AS DOCUMENT NUMBER 8503410, IN COOK COUNTY, ILLINOIS.

PARCEL 1:

LEGAL DESCRIPTION OF THE PREMISES

EXHIBIT A

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THE COURT OF COMMON PLEAS, COUNTY OF COOK, ILLINOIS, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN THE OFFICE OF THE CLERK OF SAID COURT, AT CHICAGO, ILLINOIS, ON THIS 12TH DAY OF FEBRUARY, 1964.

ROBERT J. ...

BY THE COURT OF COMMON PLEAS, COUNTY OF COOK, ILLINOIS, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN THE OFFICE OF THE CLERK OF SAID COURT, AT CHICAGO, ILLINOIS, ON THIS 12TH DAY OF FEBRUARY, 1964.

DWIGHT J. ...

OFFICE OF THE CLERK OF THE COURT

EXHIBIT F

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EXHIBIT B SCHEDULE OF LEASES

Lessor	Lessee	Date of Lease	Premises
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Budd Engineering	9/1/87	8707 Skokie Boulevard Suite LL1
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Technical Design Services	9/1/87	8707 Skokie Boulevard Suite LL2
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Phys1-B111 Mailroom	5/15/88	8707 Skokie Boulevard Suite LL3
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Harbor Financial Group	2/15/87	8707 Skokie Boulevard Suite 100
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Phys1-B111	9/1/88	8707 Skokie Boulevard Suite 105
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Blumenfeld Weiser	10/1/88	8707 Skokie Boulevard Suite 106
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Mayster & Hegarty	11/1/88	8707 Skokie Boulevard Suite 107
Lasalle National Bank Trust No. 104360	Sima Products Corporation	12/1/88	8707 Skokie Boulevard Suite 201

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STATE OF ILLINOIS
COUNTY OF COOK
Clerk of the Court
In and for the County of Cook, State of Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of the County of Cook, State of Illinois.

WITNESSETH MY HAND AND SEAL OF OFFICE, this 15th day of May, 1919.

CLERK OF THE COURT

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Lessor	Lessee	Date of Lease	Premises
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Cohen Silver Lerner	1/1/89	8707 Skokie Boulevard Suite 204
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Edgar Cadden	5/26/88	8707 Skokie Boulevard Suite 210
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Stanley R. Freilich	1/1/89	8707 Skokie Boulevard Suite 214
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	M & R Amusements	10/1/88	8707 Skokie Boulevard Suite 301
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Chicago Title Ins. Co.	12/1/83	8707 Skokie Boulevard Suite 302
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	I. F. F.	12/1/85	8707 Skokie Boulevard Suite 304
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Goodman-Cooperman & Co.	11/1/85	8707 Skokie Boulevard Suite 305
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Transamerica Financial	7/1/84	8707 Skokie Boulevard Suite 306

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Case No.	Case Name	Case Type	Case Status
100-10001	100-10001	100-10001	100-10001
100-10002	100-10002	100-10002	100-10002
100-10003	100-10003	100-10003	100-10003
100-10004	100-10004	100-10004	100-10004
100-10005	100-10005	100-10005	100-10005
100-10006	100-10006	100-10006	100-10006
100-10007	100-10007	100-10007	100-10007
100-10008	100-10008	100-10008	100-10008
100-10009	100-10009	100-10009	100-10009
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100-10019	100-10019	100-10019	100-10019
100-10020	100-10020	100-10020	100-10020

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Lessor	Lessee	Date of Lease	Premises
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Graff Ballauer	11/1/86	8707 Skokie Boulevard Suite 400
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Norrell Services	12/1/84	8707 Skokie Boulevard Suite 401
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Capital Management Ptnrs.	1/15/88	8707 Skokie Boulevard Suite 402
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Phillip Grossman	6/1/86	8707 Skokie Boulevard Suite 403
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Lewin/Schram	11/1/86	8707 Skokie Boulevard Suite 404
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Communicolor	7/15/87	8707 Skokie Boulevard Suite 405
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Myron & Betty Bertel	12/15/86	8707 Skokie Boulevard Suite 406
Lasalle Mortgage & Realty Co., Inc., as Agent for Owner	Albert Kirchheimer Co.	7/1/87	8707 Skokie Boulevard Suite 407

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Case No.	Case Name	Case Type	Case Status
100-00001	100-00001	100-00001	100-00001
100-00002	100-00002	100-00002	100-00002
100-00003	100-00003	100-00003	100-00003
100-00004	100-00004	100-00004	100-00004
100-00005	100-00005	100-00005	100-00005
100-00006	100-00006	100-00006	100-00006
100-00007	100-00007	100-00007	100-00007
100-00008	100-00008	100-00008	100-00008
100-00009	100-00009	100-00009	100-00009
100-00010	100-00010	100-00010	100-00010

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