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2000

17-09-124-013
17-09-124-014

PERMANENT INDEX NUMBER:

CHICAGO, ILLINOIS 60611

SUITE 3400

401 NORTH MICHIGAN AVENUE

SCHWARTZ & FREEMAN

DAVID S. RINTOUL

430 West Erie
Chicago, Illinois

STREET ADDRESS: THIS INSTRUMENT PREPARED BY:

89181311

WHEREAS, Borrower may hereafter enter into other leases for portions of the mortgaged property (all or which leases, in addition to the leases already thereon, and any subleases thereof are hereinafter referred to as the "Leases"), all of which leases, together with the rents, income, receipts, revenues, issues, royalties, contract rights, security deposits, benefits of every nature of and from the mortgaged property and profits now due or which may become due or to which Borrower may now or shall hereafter (including the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the mortgaged property or any part thereof, including, but not by way of limitation, storage space facilities rents, parking fees, late fees, common area maintenance, tax, insurance and utility contributions, delinquency rents and liquidated damages following default, the premium

WHEREAS, Borrower has entered into certain leases of space located in the mortgaged property, a list of said leases being attached hereto as Exhibit "B", and made a part hereof.

WHEREAS, the Note is secured by a mortgage and Security Agreement (the "Mortgage") of even date herewith encumbering the real property and improvements located at 430 West Erie, Chicago, in Cook County, Illinois, and legally described in Exhibit "A" attached hereto and made a part hereof (the "Mortgaged Property"); and

WHEREAS, contemporaneously with the execution of this Assignment, Lender has loaned certain funds to Borrower, and Borrower has executed and delivered to Lender that certain Secured Promissory Note of even date herewith payable to Lender in the principal sum of \$2,100,000 which matures on November 5, 1989, which maturity date may be extended to February 5, 1990 on fulfillment of certain conditions set forth therein (the "Note"); and

W I T N E S S E T H:

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") dated April 21, 1989, by and between HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated April 10, 1989, and known as Trust No. 9444, (the "Land Trustee"), and 430 ERIE ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership (the "Beneficiary") (the Land Trustee and the Beneficiary are collectively referred to herein as the "Borrower"), whose address is 430 West Erie, Chicago, Illinois 60610, to LEMONT SAVINGS ASSOCIATION, an Illinois Chartered Savings Association whose address is 1151 State Street, Lemont, Illinois 60439 ("Lender").

ASSIGNMENT OF LEASES AND RENTS

89181311

4/20/89
430 West Erie

205446

ID 0395D
46200/2606

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2. At reasonable intervals, any of Lender's agents shall have the right to verify the validity, amount of or any other matter relating to any or all of the Leases, by mail, telephone, teletype or otherwise, in the name of Borrower, Lender, a nominee of Lender, or any or all of said names.

1. So long as there shall not have occurred a default under the Note or the "Other Agreements" or an "Event of Default" (as said terms are defined in the Mortgage), (collectively, a "default") Borrower shall have a license and the right to collect all of the Rents, to be applied to first, the payment of all impositions, levies, taxes, assessments and other charges upon the mortgaged property, second, to the cost of the maintenance of required insurance policies upon the mortgaged property, third, to any maintenance and repairs required by the Mortgage, and fourth, to the payment of any obligations under the Note then due and owing and the Mortgage before using any part of the Rents for any other purposes.

Borrower hereby covenants and agrees that:

TO HAVE AND TO HOLD the same unto Lender, its successors and assigns forever, or for such shorter period as hereinafter may be indicated, as additional security for the payment of the principal and interest and other obligations provided to be paid in the Note and all other indebtedness of Borrower to Lender secured by the Mortgage and for the performance and observance of all the agreements contained in or referred to in the Note and in the Mortgage.

SUBJECT, however, to the right hereby granted by Lender to Borrower, but limited as hereinafter provided, to collect and receive all of the said Rents,

TOGETHER with the immediate and continuing right to collect and receive all of the Rents,

TOGETHER with any and all guarantees of the obligor's performance under any of the Leases, and

all the right, title and interest of Borrower therein and thereto. hereinafter contained, all of the Leases and Rents, together with transfer and convey to Lender, upon the terms and conditions Mortgage, Borrower does hereby absolutely set over, assign, all other indebtedness of Borrower to Lender secured by the or evidencing, the indebtedness, and as additional security for Note, the Mortgage and all other documents securing payment of, principal and interest due under the Note, and for the performance and observance of all the agreements contained herein and in the mentioned loan and as additional security for the payment of the above-mentioned loan and as additional security for the payment of the

NOW, THEREFORE, in order to induce Lender to make the above-mentioned loan and as additional security for the payment of the principal and interest due under the Note, and for the performance and observance of all the agreements contained herein and in the Mortgage, Borrower does hereby absolutely set over, assign, all the right, title and interest of Borrower therein and thereto. hereinafter contained, all of the Leases and Rents, together with transfer and convey to Lender, upon the terms and conditions Mortgage, Borrower does hereby absolutely set over, assign, all other indebtedness of Borrower to Lender secured by the or evidencing, the indebtedness, and as additional security for Note, the Mortgage and all other documents securing payment of, principal and interest due under the Note, and for the performance and observance of all the agreements contained herein and in the mentioned loan and as additional security for the payment of the above-mentioned loan and as additional security for the payment of the

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(iv) Lender shall have the right at any time or times thereafter, at its sole election, without notice thereof to enforce the terms of the Leases and obtain payment of and collect the Rents, by legal proceedings or otherwise; to enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof; to make, modify, enforce, cancel or accept surrender of any of the Leases; to remove and evict any lessee or any subtenant or

(iii) Borrower, immediately upon demand by Lender, irrevocably shall direct all obligors of the Leases then and thereafter to make all payments then and thereafter due from them under the Leases directly to Lender.

(ii) Lender, then or at any time or times thereafter, at its sole election, without notice thereof to Borrower, and without taking possession of the Mortgaged Property, may notify any or all of the obligors under the Leases that the Leases have been assigned to Lender, and Lender (in its name, in the name of Borrower or in both names) may direct said obligors thereafter to make all payments due from them under the Leases directly to Lender.

(i) Borrower's rights to use the Rents shall terminate and any Rents then or thereafter coming into Borrower's possession are to be immediately delivered to Lender and thereafter Borrower shall have no rights to use the Rents without written consent of Lender. Immediately upon demand by Lender, Borrower shall deliver to Lender the originals of the Leases, with appropriate endorsements and/or other specific evidence of assignment thereto to Lender, which endorsement and/or assignment shall be in form and substance acceptable to Lender. If there are Leases, not evidenced in written form, the most recent detailed certified rent roll shall be submitted to Lender immediately upon demand by Lender.

5. Upon the occurrence of a default, following any applicable period of notice and cure as may be provided in the Mortgage, and that the default shall not have been cured within the time therein provided, Lender, at its sole election and in its sole discretion, may, do or require any one or more of the following:

4. Within thirty (30) days after written demand therefor by Lender, and as required by the terms of the Mortgage, Borrower shall deliver to Lender, in form and substance acceptable to Lender, a detailed certified rent roll of all the Leases, copies of any or all of the Leases not previously delivered to Lender and such other matters and information relating thereto as Lender may request.

3. Upon request of Lender to Borrower, Borrower shall: promptly upon Borrower's receipt or learning thereof, inform Lender, in writing, of any assertion of any material claims, offsets or counterclaims by any of the obligors under any of the Leases; (ii) not permit or agree to any material extension, compromise or settlement or make any material change or modification of any kind or nature of or with respect to any of the Leases or the terms thereof without obtaining the approval of Lender as set forth herein except in the ordinary course of business and only in the event such action does not have a material adverse effect on the operation of, or the rental income from, the Mortgaged Property; and (iii) promptly upon Borrower's receipt or learning thereof, furnish to and inform Lender of all material adverse information relating to or affecting the financial condition of any obligor of the Leases.

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(a) Land Trustee is the owner of the fee simple, marketable title to the mortgaged property and Borrower has good title to the Leases and Rents hereby assigned, and good

6. TO PROTECT THE SECURITY OF THIS ASSIGNMENT, BORROWER HEREBY COVENANTS, REPRESENTS AND WARRANTS THAT:

(viii) Lender may also exercise any other rights and remedies then available under any applicable laws.

(vii) All of the foregoing payments and proceeds received by Lender shall be used by Lender, at its sole election and in its sole discretion, for any one or more of the following purposes: (a) to be retained by Lender as additional collateral for Borrower's liabilities, as defined in the Note, (b) to be applied to any of Borrower's obligations and liabilities under the Note and/or the Mortgage, in such manner and fashion and to such portions thereof as Lender, at its sole election, shall determine; (c) to be applied to such obligations of Borrower or the mortgaged property or the operation or business thereof as Lender, at its sole election, shall determine appropriate or warranted under the then existing circumstances; or (d) to be remitted to Borrower.

(vi) Lender's sole discretion, to carry out any or all of the foregoing. Lender; and (i) to do all acts and things necessary, in proceeds of the Rents and to deposit the same to the account (h) to endorse the name of Borrower upon any payment or in a similar proceeding, against obligors of the Leases; name on any proof of claim in bankruptcy, or similar document Leases and Rents; (g) to prepare, file and sign Borrower's of the Leases; (f) to take control, in any manner, of the Leases; (e) to settle, adjust or compromise any legal proceeding brought to collect the Rents or obtain performance of the Leases; (d) to settle, adjust, compromise, extend or renew the Leases and/or the and under the Leases and to collect the Rents; (c) to exercise all of Borrower's rights, interests and remedies in the Leases; (b) to enforce payment of the Rents and performance of the Leases; (a) to demand payment of the Rents and performance of the Leases, in the name of Borrower, Lender or in both names or times thereafter as Lender, at its sole election, in fact, with power, without notice to Borrower and at such by Lender) as Borrower's true and lawful attorney and agent-constituted and appoints Lender (and all persons designated may determine, in the name of Borrower, Lender or in both names; (a) to demand payment of the Rents and performance of the Leases; (b) to enforce payment of the Rents and performance of the Leases; (c) to settle, adjust, compromise, extend or renew the Leases and/or the Rents; (d) to settle, adjust, compromise, extend or compromise any legal proceeding brought to collect the Rents or obtain performance of the Leases; (e) to take control, in any manner, of the Leases and Rents; (f) to prepare, file and sign Borrower's name on any proof of claim in bankruptcy, or similar document in a similar proceeding, against obligors of the Leases; (h) to endorse the name of Borrower upon any payment or proceeds of the Rents and to deposit the same to the account of Lender; and (i) to do all acts and things necessary, in Lender's sole discretion, to carry out any or all of the foregoing.

(v) Lender shall have the right at any time or times thereafter, at its sole election, to declare all sums secured hereby immediately due and payable and, at its option, exercise any and/or all of the rights and remedies contained in the Note and/or the Mortgage.

of the said names. of Borrower, Lender, a nominee of Lender, or in any or all able management, brokerage and attorneys' fees, in the name as Lender may deem proper, and including payment of reasonable management of the mortgaged property, but in such order such event to apply the Rents so collected to the operation same extent as Borrower could do it in possession, and in act or incur any costs or expense as Lender shall deem proper to protect the security hereof, as fully and to the decorate, clean and make repairs; and to otherwise do any assignee of any lessee; to increase or reduce the Rents; to

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(e) The acceptance by Lender of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of possession of the mortgaged property by Lender, be deemed or construed to constitute Lender a mortgagee in possession nor thereafter or at any time or in any event obligate Lender to appear in or defend any

(d) In the event any representation or warranty herein of Borrower shall be found to be untrue in any material respect, or Borrower shall default in the timely observance or performance of any obligation, term, covenant, condition or warranty herein, in each such instance, the same shall constitute and be deemed to be a default, entitling Lender to declare all sums secured thereby and hereby, immediately due and payable, and to exercise any and all of the rights and remedies provided thereunder and hereunder as well as by law.

(c) Borrower shall observe, perform and discharge, duly and punctually, all and singular the obligations, terms, covenants, conditions and warranties of the Note, the Mortgage, kept, observed and performed, and to give prompt notice to Lender of any failure on the part of Borrower to observe, perform and discharge same; to enforce or secure in the name of the Lender the performance of each and every obligation, term, covenant, condition and agreement in each of the leases by any obligor thereof to be performed in the ordinary course of business; to appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of Borrower and/or any obligor thereunder, and, upon request by Lender, will do so in the name and behalf of Lender but at the expense of Borrower, and to pay all costs and expenses of Lender, including reasonable attorneys' fees and expenses in any action or proceeding (bankruptcy or otherwise) in which Lender may appear.

(b) Borrower has not and shall not receive or collect any of the rents for a period of more than one month in advance (whether in cash or by promissory note) except in the ordinary course of business; shall not pledge, transfer, mortgage or otherwise encumber or assign future payments of any of the rents; shall not except in the ordinary course of business waive, excuse, compromise or in any manner release or discharge any obligor thereunder, or from any obligations, covenants, conditions and agreements by said obligor to be kept, observed and performed, including the obligation to pay the rents thereunder, in the manner and at the place and time specified therein.

right to assign the same, and that no other person, firm or corporation has any right, title or interest therein, except as described in the Mortgage; Borrower will duly and punctually perform all and singular the terms, covenants, conditions and warranties of the existing leases on Borrower's part to be kept, observed and performed; Borrower has not previously sold, assigned, transferred, mortgaged or pledged the Leases or Rents, whether now due or hereafter to become due except as described above; that to Borrower's actual knowledge, any of the rents due and issuing for any period, subsequent to the date hereof have not been collected and that payment of any of same has not otherwise been anticipated, waived, released, discounted, set-off or otherwise discharged or compromised; that Borrower has not received any funds from any obligor under the Leases in excess of one month's rent except security deposits; and that to Borrower's actual knowledge, the obligor under any existing Lease is not in default of any of the terms thereof.

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(j) The Borrower hereby agrees to indemnify and hold Lender harmless of, from and against any and all liability, loss, damage or expense which Lender may or might incur by reason of this Assignment, or for any action taken by Lender hereunder or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Lender arising out of the Leases (except to the extent caused by the gross negligence or willful misconduct of Lender), including, but without limitation thereto, any claim by any obligor thereunder of credit for rental paid to and received by Borrower, but not delivered to Lender, for any period under any of the Leases more than one month in advance of the due date thereof. Should Lender incur any such liability, loss, damage or expense, the amount thereof (including attorneys' fees and expenses) shall be payable by

(i) Borrower shall give prompt notice to Lender of each notice received by Borrower claiming that a default has occurred under any of the Leases on the part of the landlord, complete with a complete copy of each such notice.

(h) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of any landlord and any tenant under any of the Leases.

(g) Without the prior written approval of the Lender, none of the Leases shall be materially altered, modified, amended, terminated, cancelled or surrendered, except in the ordinary course of business and only in the event such action does not have a material adverse effect on the operation of, or the rental income from, the premises, nor shall any term or condition thereof be waived. Lender shall be deemed to approve any action described in this subsection (g) if it does not disapprove of a request for approval of such action within five (5) business days of such request.

(f) The best of Borrower's knowledge, each of the Leases is valid and enforceable in accordance with its terms and none has been materially altered, modified, amended, terminated, cancelled, renewed or surrendered nor has any term or condition thereof been waived in any manner whatsoever, except as heretofore approved in writing by Lender.

(e) If the best of Borrower's knowledge, each of the Leases is valid and enforceable in accordance with its terms and none has been materially altered, modified, amended, terminated, cancelled, renewed or surrendered nor has any term or condition thereof been waived in any manner whatsoever, except as heretofore approved in writing by Lender, then the best of Borrower's knowledge, each of the Leases is valid and enforceable in accordance with its terms and none has been materially altered, modified, amended, terminated, cancelled, renewed or surrendered nor has any term or condition thereof been waived in any manner whatsoever, except as heretofore approved in writing by Lender. If Lender shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reassessed at any time and from time to time following any subsequent default, whether of the same or a different nature.

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Rosenthal & Schanfield, P.C.
55 East Monroe St., Suite 4620
Chicago, Illinois 60603
Attention: Steven H. Blumenthal

with a courtesy copy to:

c/o City Real Estate Group
430 West Erie
Chicago, Illinois 60610
Attention: James L. Case

To Borrower:

(n) Every provision for notice, demand or request required in this Assignment or by applicable law shall be deemed fulfilled by written notice, demand or request mailed or sent by nationwide commercial courier to (with proof of service endorsed thereon, or mailed to, as hereinafter provided) the party entitled thereto or on its successors or assigns. If mailed, such notice, demand or request shall be made certified or registered mail, return receipt requested, and deposited in any post office station or letter-box, enclosed in a postage paid envelope addressed to such party at the address set forth below or to such other address as either party hereto shall direct by like written notice and shall be deemed to have been made on the second (2nd) day of posting as aforesaid. If sent by commercial courier, such notice, demand or request shall be deemed to have been made on the first business day after delivery to the courier. For the purposes herein, notices shall be sent to Borrower and Lender as follows:

(m) Upon payment in full of all of the indebtedness secured by the Mortgage or hereunder, this Assignment shall become void and of no further effect, but the affidavit, certificate, letter or statement of any officer of Lender showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person, firm or corporation may and is hereby authorized to rely thereon.

(1) The failure of Lender to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times shall not be construed or deemed to be a waiver by Lender of any of its rights and remedies hereunder, under the Note, the Mortgage, the Other Agreements or under applicable law. The right of Lender to collect the said indebtedness and to enforce any other security thereon may be exercised by Lender, either prior to, simultaneous with, or subsequent to any action taken hereunder or under the Note, the Mortgage or the Other Agreements.

(k) Borrower hereby covenants and agrees to make, execute and deliver unto Lender upon demand and at any time or times, any and all assignments and other instruments sufficient for the purpose or that the Lender may deem to be advisable for carrying out the true purposes and intent of this Assignment.

Borrower immediately on demand, shall bear interest at the Default Rate set forth in the Note from the date of Lender's payment thereof until repaid to Lender, and shall be secured hereby and by the Mortgage.

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REGISTER

8. This Assignment is executed by the Land Trustee 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 Land Trustee warrants that it possesses full power and authority to execute and deliver this instrument), and is payable only out of the Premises and other Loan Documents securing the payment hereof by the enforcement of the provisions contained in the Mortgage and other Loan Documents and by enforcement against the Beneficiary. No personal liability shall be asserted or be enforceable against the Land Trustee because of or in respect of this Assignment, the Note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by the Lender, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the Beneficiary, any co-maker or guarantor of the Note, and the Lender and each successive holder of the Note accepts the same upon the express condition that no duty shall rest upon the Land Trustee to sequester the rents, issues and profits arising from the Premises and other Loan Documents, or the proceeds arising from the sale or other disposition thereof, but that in case of

7. This Assignment shall be governed as to validity, interpretation, construction and effect and in all other respects by the laws and decisions of the State of Illinois.

(q) In the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of the Mortgage, the provisions contained in the Mortgage shall govern and control.

(p) The rights and remedies of the Lender under this Assignment are and shall be cumulative and in addition to any and all rights and remedies available to Lender under the Mortgage and Lender shall be entitled to collect all reasonable attorneys' fees and expenses incurred in connection with the exercise or possible exercise of its rights or remedies hereunder.

(n) The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all lessees, subtenants and assigns of same, and all occupants and subsequent owners of the mortgaged property, and all subsequent holders of the Note and the Mortgage. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case.

Failure to deliver any courtesy copy shown above shall not invalidate the giving of notice to Borrower and Lender. Any party may change the address for the giving of notice by giving to that effect as provided herein.

Schwartz & Freeman
Suite 3400
401 North Michigan Avenue
Chicago, Illinois 60611
Attention: Stephen E. Goodman

with a courtesy copy to:

Lemont Savings Association
1151 State Street
Lemont, Illinois 60439
Attention: Tricia Lee Brown

To Lender:

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default in the payment of the Note or of any installment thereof, the sole remedy of the Lender against the Land Trustee shall be by foreclosure of the Mortgage and exercise of any rights under the other Loan Documents given to secure the indebtedness evidenced by the Note in accordance with the terms and provisions thereof and other Loan Documents.

IN WITNESS WHEREOF, the Borrower has executed this Assignment as of the day and year first above set forth.

HARRIS TRUST AND SAVINGS BANK, as Trustee under a Trust Agreement dated April 10, 1989, and known as Trust No. 94444 and not otherwise

By: [Signature]
Vice President

430 ERIE ASSOCIATES LIMITED PART-
NERSHIP, an Illinois limited part-
nership

By: 430 Erie Corporation
By: [Signature]
President

[Signature]
Assistant Secretary

ATTEST:

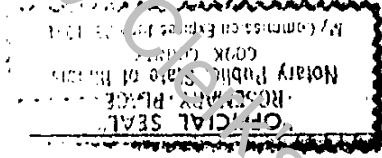
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My Commission Expires:

Rosemary Place
Notary Public
GIVEN under my hand and Notarial Seal this 21st day of April, 1989.

I, *Rosemary Place*, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY, that ~~THESE CASES~~ *THESE CASES*, personally known to me to be the president of 430 Erie Corporation, an Illinois corporation, which is the general partner of 430 Erie Associates Limited Partnership, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such president, he signed and delivered the within instrument as such officer of said corporation and executed the same as his free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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LOTS 15, 16, 17 AND 18 IN BLOCK 10 IN HIGGINS LAM AND COMPANY'S
ADDITION TO CHICAGO OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF
SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION

EXHIBIT "A" TO
ASSIGNMENT OF LEASES AND RENTS
DATED APRIL 21, 1989, FROM
HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE
UNDER A TRUST AGREEMENT DATED APRIL 10, 1989,
AND KNOWN AS TRUST NO. 94444 and
430 ERIE ASSOCIATES LIMITED PARTNERSHIP,
an Illinois limited partnership
TO
LEMONT SAVINGS ASSOCIATION

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Illegible text, likely a list or table of records.