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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES ("Assignment"), made this 5th day of December, 1991, by 71 East Division Associates, an Illinois limited partnership ("Partnership"), having an office at 71 East Division, Chicago, Illinois, 60610, and American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated December 1, 1986, and known as Trust No. 100823-03 ("Trustee"), which has its principal place of business at 33 North LaSalle Street, Chicago, Illinois 60690 ("Partnership and Trustee are sometimes collectively referred to as "Assignor") to LaSalle National Bank, a national banking association ("LaSalle").

RECITALS

WHEREAS, Assignor and LaSalle are parties to a Loan Agreement of even date herewith (the "Loan Agreement") pursuant to which LaSalle has agreed to make a loan to Assignor, in the aggregate principal amount of up to \$1,996,017.28 (the "Loan") on the terms and conditions set forth in the Loan Agreement and for the purposes set forth therein; and

WHEREAS, as evidence of the indebtedness incurred under the Loan, Assignor has executed and delivered to LaSalle a Note of even date herewith, payable to LaSalle, in the original principal amount of \$1,996,017.28 (the "Note"), payment of which is secured by, among other things, a Mortgage of even date herewith (the "Mortgage") from Trustee covering the real estate described therein as well as other security; and

WHEREAS, the execution and delivery of this Assignment is a condition precedent to the performance by LaSalle of its obligations under the Loan Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, Assignor agrees as follows:

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby unconditionally and absolutely transfers, assigns and sets over to LaSalle, its successors and assigns, from and after the date hereof, all of Assignor's right, title and interest in and to (a) all leases, subleases, licenses, rental contracts and other agreements, now existing or hereafter entered into, relating to the occupancy and affecting that certain real property located in Chicago, Illinois as more fully described in Exhibit A attached hereto and made a

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part hereof (the "Property"), together with all guarantees, modifications, extensions and renewals thereof which now exist or may hereafter be made (collectively, the "Leases"), and (b) all rents, issues, profits, income and proceeds due or to become due from tenants of the Property, including but not limited to, rentals under all present and future Leases, together with all deposits of tenants thereunder, including, without limitation, security deposits, now or hereafter held by Assignor in connection with the Property (collectively, the "Rents").

In connection with and as part of the foregoing assignment, Assignor hereby makes the following grants, covenants, agreements, representations and warranties:

1. Subject to the provisions of Paragraph 3 below, LaSalle shall have the right, power and authority: (a) to collect Rents and to notify any and all tenants and other obligors on Leases that the same have been assigned to LaSalle and that all Rents are to be paid directly to LaSalle (and such tenants are hereby authorized to make such payments to LaSalle without inquiry of any kind), whether or not LaSalle shall have foreclosed or commenced foreclosure proceedings against the Property and whether or not LaSalle has taken possession of the Property, (b) to settle, compromise or release, on terms acceptable to LaSalle, in whole or in part, any amounts owing under any Leases and any Rents; (c) to enforce payment of Rents and to prosecute any action or proceeding, and to defend legal proceedings, with respect to any and all Rents and Leases and to extend the time of payment, make allowances, adjustments and discounts; (d) to enter upon, take possession of and operate the Property; (e) to lease all or any part of the Property, and/or (f) to enforce all other rights of the lessor under the Leases. Notwithstanding anything herein to the contrary, LaSalle shall not be obligated to perform or discharge, and LaSalle does not undertake or perform or discharge under or by reason of this Assignment, any obligation, duty or liability (including, without limitation, liability under any covenant of quiet enjoyment contained in any Lease or under the law of any state in the event that any tenant shall be joined as a party defendant in any action to foreclose the Mortgage, and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Property) with respect to the Leases or the Rents. This Assignment shall not operate to place responsibility for the control, care, maintenance or repair of the Property upon LaSalle, or to make LaSalle responsible or liable for any waste committed on the Property by any tenant or other person, for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property. Nothing contained in this Assignment shall be construed as constituting LaSalle a trustee or mortgagee in possession.

2. Subject to the terms of paragraph 3 below, LaSalle shall have the right, power and authority to use and apply any Rents

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received hereunder (a) for the payment of any and all costs and expenses incurred in connection with enforcing or defending the terms of this Assignment or the rights of LaSalle hereunder, and collecting any Rents, and (b) for the operation and maintenance of the Property and the payment of all costs and expenses in connection therewith, in such order and manner as LaSalle shall determine, including, without limitation, the payment of (i) rentals and other charges payable by Assignor under any ground lease affecting the Property, (ii) interest, principal or other amounts with respect to any and all loans secured by mortgages on the Property, including, without limitation, the Mortgage, (iii) electricity, telephone, water and other utility costs, taxes, assessments, water charges and sewer rents and other utility and governmental charges levied, assessed or imposed against the Property or any part thereof, (iv) insurance premiums, (v) costs and expenses with respect to any litigation affecting the Property, the Leases or the Rents, (vi) wages and salaries of employees, commissions of agents and attorneys' fees, and (vii) all other carrying costs, fees, charges and expenses whatsoever relating to the Property. To the extent not paid pursuant to the immediately preceding sentence, after the payment of all such costs and expenses and after LaSalle shall have set up such reserves as it, in its reasonable discretion, shall deem necessary for the proper management of the Property, LaSalle shall apply all remaining Rents collected and received by it to the reduction of the Indebtedness (as defined in the Mortgage). Exercise or nonexercise by LaSalle of the rights granted in this Assignment, or collection and application of Rents by LaSalle or its agent shall not be a waiver of any default by Assignor under this Assignment, the Mortgage, the Loan Agreement, the Note or any other Loan Document (as defined in the Loan Agreement). No action or failure to act by LaSalle with respect to any of the obligations of Assignor under the Loan Documents, to any security or guarantee given for the payment or performance thereof, or to any other document or instrument evidencing or relating to such obligations, shall in any manner affect, impair or prejudice any of LaSalle's rights and privileges under this Assignment or discharge, release or modify any of Assignor's duties or obligations hereunder. This Assignment is intended by Assignor and LaSalle to create, and shall be construed to create, an absolute assignment to LaSalle, subject only to the terms and provisions hereof, and not as an assignment as security for the payment of the Indebtedness and performance of the obligations evidenced by the Loan Documents, or for any other indebtedness of Assignor.

3. Although it is the intention of the parties that the assignment discussed herein shall be a present absolute assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the right or powers conferred upon it by this Assignment until a default shall have occurred under this Assignment or any of the other Loan Document (as defined in the Loan Agreement) and the

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default shall not have been cured within the applicable grace period provided therefor, if any. Unless and until such an "Event of Default" exists, Assignor agrees to apply the proceeds of Rents to the payment of debt service on the Property and of taxes, assessments, water charges, sewer rents and other governmental charges levied, assessed or imposed against the Property or any part thereof, insurance premiums, tenant finish and other obligations of Assignor as lessor under the Leases, and to operation and maintenance charges relating to the Property which are due and payable at the time of collection of such proceeds of Rents and for the payment of other "Operating Expenses" (as defined in the Loan Agreement) before using such proceeds for any other purpose. Assignor agrees that (i) as between Assignor and LaSalle (and their successors and assigns), the Leases shall remain in full force and effect irrespective of any merger of the interest of the lessor and lessee thereunder; (ii) that none of the rights or remedies of LaSalle under the Mortgage shall be delayed or in any way prejudiced by this Assignment; and (iii) notwithstanding any variation of the terms of the Mortgage or any extension of time for payment thereunder or any release of any portion of the Mortgaged Property (as defined in the Mortgage), the assignment of Leases and benefits made pursuant hereto shall remain in full force and effect until the obligations set forth in Paragraph 4 of this Assignment have been satisfied. Assignor shall (a) observe and perform faithfully every obligation which Assignor is required to perform under the Leases so that a default permitting the tenant to terminate its Lease does not arise; (b) enforce, or use commercially reasonable efforts to secure the performance of, at its sole cost and expense, every obligation to be performed by the tenants under the Leases; (c) promptly give notice to LaSalle of any notice of default received by Assignor from any tenant under the Leases, and any notice of default given by Assignor to any tenant under the Leases together with a copy of such notices; (d) not collect any Rents for more than thirty (30) days in advance of the time when the same shall become due, or anticipate any payments under any of the Leases, except for bona fide security deposits not in excess of an amount equal to two (2) month's rent; (e) not discount any future accruing Rents; (f) not further assign any of the Leases or the Rents, except with respect to sales of Units (as defined in the Loan Agreement) to third party purchasers; (g) except with LaSalle's prior written consent, not waive, condone or in any manner discharge any tenants from their obligations under the Leases; (h) except with respect to sales of Units (as defined in the Loan Agreement) to third party purchasers or except with LaSalle's prior written consent, not cancel, abridge or accept surrender or termination of any of the Leases unless Assignor shall have entered into a Lease for the space to be vacated as a result thereof upon terms (including, without limitation, rentals and term) at least as favorable to Assignor and commencing within thirty (30) days after such cancellation, abridgment, surrender or termination or if such surrender or termination is a result of the default of the tenant, thereunder; (i) except with LaSalle's prior

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written consent or as otherwise expressly permitted pursuant to the terms of the Mortgage, not modify or amend, by sufferance or otherwise, any of the Leases or any of the terms, provisions or covenants thereof or grant any concessions in connection therewith; (j) execute any further leases of any portion of the Premises without the prior written approval of LaSalle, provided, however, that prior approval of LaSalle shall not be required if the lease is on the Approved Lease Form (as defined in the Loan Agreement) and contains no material changes thereto, the base rent shall be, in Assignor's reasonable judgment, the highest rental rate available for such premises under the circumstances, provided such rate shall in no event exceed a fifty percent (50%) discount from the most recent base rent charged for such premises, and the credit of the tenant shall be not less favorable than the existing tenant's; (k) provide in all Leases executed after the date hereof that any cancellation, abridgment, surrender, modification or amendment of such Leases, without the prior written consent of LaSalle, except as permitted by the provisions of this Assignment or the Mortgage, shall be voidable as against LaSalle, at its option; (l) comply with all laws, rules, orders, ordinances and requirements of all governmental authorities relating to the Property; (m) deliver to LaSalle copies of all Leases and amendments to Leases (whether or not LaSalle's consent is required prior to the execution thereof) promptly after the execution of such Lease or amendment, as the case may be; (n) appear in and defend against, at Assignor's sole cost and expense, any action or proceeding arising under, or in any manner connected with the Leases, the Rents or the obligations, duties or liabilities of the lessor, tenants or guarantors thereunder; and (o) furnish loss of rents insurance to LaSalle in accordance with the terms of the Mortgage.

4. This Assignment shall continue in full force and effect until (a) all sums due and payable under the Loan Documents shall have been fully paid and satisfied, together with any and all other sums which may become due and owing under this Assignment, and (b) all other obligations of Assignor under the Loan Documents have been satisfied. At such time, this Assignment and the authority and powers herein granted by Assignor to LaSalle shall cease and terminate and Assignor shall assume payment of all unmatrued or unpaid charges, expenses or obligations incurred or undertaken by LaSalle, if any, in connection with the management of the Property.

5. Assignor hereby represents and warrants the following to LaSalle:

(a) The Leases which now effect the Property are valid, subsisting and in full force and effect, and have been duly executed and unconditionally delivered by Assignor and, to the best of Assignor's knowledge and belief, have been duly executed and unconditionally delivered by the tenants under the Leases; (b) Assignor has good right to sell, assign,

transfer and set over the Leases as provided herein and to grant and confer upon LaSalle the rights, interest and powers granted and conferred herein; (c) Assignor has not executed or granted any modifications or amendments of the Leases either orally or in writing not previously exhibited to and approved by LaSalle; (d) there are no material defaults now existing under any of the Leases and, to the best of Assignor's knowledge and belief, there are no defaults now existing under any of the Leases and no event has occurred which, with the delivery of notice or the passage of time or both, would constitute such a default or which would entitle the lessor under the Leases or the tenants thereunder to cancel the same or otherwise avoid their obligations thereunder; (e) Assignor has not assigned or pledged any of the Leases or its right, title and interest therein; (f) that no rents have been paid by any tenant for more than one installment in advance, and that the payment of none of the Rents to accrue under the Leases has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor; and (g) that no security deposit has been made by any tenant under the Leases except as previously disclosed to LaSalle.

6. LaSalle shall not in any way be liable to Assignor or any other party for any act done or anything omitted to be done to the Property, the Leases or the Rents by or on behalf of LaSalle in good faith in connection with this Assignment except for the consequences of its own gross negligence or willful misconduct. LaSalle shall not be liable for any act or omission of its agents, servants, employees or attorneys, provided that reasonable care is used by LaSalle in the selection of such agents, servants, employees and attorneys. LaSalle shall be accountable to Assignor only for monies actually received by LaSalle pursuant to this Assignment.

7. Assignor shall indemnify, defend and hold LaSalle and its officers, directors, employees and agents harmless from and against any and all liability, loss, damage, cost or expense, including reasonable attorneys' fees, which it may incur under any of the Leases, or with respect to this Assignment or any action or failure to act of LaSalle hereunder, and from and against any and all claims and demands whatsoever which may be asserted against LaSalle by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants and conditions of any of the Leases or with respect to any Rents, except to the extent caused by or resulting from the gross negligence or willful misconduct of LaSalle, its agents, employees or representatives or the failure of LaSalle to materially comply with the terms hereof. In the event that LaSalle incurs any such liability, loss, damage, cost or expense, the amount thereof, together with interest thereon from the date such amount was suffered or incurred by LaSalle until the same is paid by Assignor to LaSalle at a rate equal to the Delinquency Rate (as defined in the Note) shall be payable by

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Assignor to LaSalle immediately upon demand, or at the option of LaSalle, LaSalle may reimburse itself therefor out of any Rents collected by LaSalle.

8. Any amounts received by Assignor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification, or amendment of any of the Leases prohibited by the terms of this Assignment and any amounts received by Assignor as rents, income, issues, or profits from the Property from any after the occurrence of an Event of Default hereunder or under the Mortgage, shall be held by Assignor as trustee for LaSalle and all such amounts shall be accounted for to LaSalle and shall not be commingled with other funds of Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for LaSalle as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith; by way of example and not of limitation, such notice may be given by an instrument recorded with the Recorder of Deeds of Cook County stating that Assignor has received or will receive such amounts in trust for LaSalle.

9. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents to secure said indebtedness contained in the mortgage or in any other document. Any provision in the Loan Agreement that pertains to this Assignment shall be deemed to be incorporated herein as if such provision were fully set forth in this Assignment. In the event of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail. A provision in this Assignment shall not be deemed to be inconsistent with the Loan Agreement by reason of the fact that no provision in the Loan Agreement covers such provision in this Assignment.

10. Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, all right, title and interest of Assignor in and to the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Assignor

11. All notices, demands, requests and other communications which are required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given when delivered or mailed in the manner set forth in the Loan Agreement.

12. Upon request of LaSalle, Assignor shall execute and deliver to LaSalle, such further instruments as LaSalle reasonably may deem necessary to effect this Assignment and the covenants of Assignor contained herein.

13. This Assignment shall be assignable by LaSalle to any assignee of LaSalle under the Loan Agreement, and all of the representations, warranties, covenants, agreements and provisions in this Assignment shall bind and inure to the benefit of LaSalle and Assignor and their respective legal representatives, successors and assigns.

14. This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

15. This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Illinois.

16. It is expressly intended, understood and agreed that this Assignment, and the other Loan Documents, are made and entered into for the sole protection and benefit of Assignor and LaSalle, and their respective successors and assigns; that no other person shall have any right at any time to action hereon or rights to the proceeds of the Loan, that the Loan proceeds do not constitute a trust fund for the benefit of any third party; that no third party shall under any circumstances be entitled to any equitable lien on any undisbursed Loan proceeds at any time; and that LaSalle shall have a lien upon and right to direct application of any undisbursed Loan proceeds as provided in the Loan Documents.

17. The relationship between Assignor and LaSalle is solely that of a lender and borrower, and nothing contained herein or in any of the Loan Documents shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than lender and borrower.

18. Assignor and LaSalle intend and believe that each provision in this Assignment comports with all applicable local, state or federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this Assignment is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision or public policy, and if such court should declare such portion, provision or provisions of this Assignment to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Assignor and LaSalle that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Assignment shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein and that the rights, obligations and the interests of Assignor and LaSalle under the remainder of this Assignment shall continue in full force and effect.

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19. Notwithstanding anything herein to the contrary, all requirements, obligations, rights, remedies and other terms in this Assignment shall be expressly subject to the terms and conditions of the Illinois Condominium Act and the Condominium Organizational Documents (as defined in the Loan Agreement).

20. The occurrence of any of the following events shall constitute an Event of Default under this Assignment:

(a) default in the due observance or performance of any of the terms, covenants or conditions contained in this Assignment or in any other Loan Document which continues for more than fifteen (15) days after receipt from the Assignee of written notice of such default (the "Initial Cure Period"); provided, however, that if any such default cannot by its nature be cured within the Initial Cure Period, but is susceptible to cure, such default shall not constitute an Event of Default hereunder if and so long as: (i) Assignor commences to cure such default within the Initial Cure Period; (ii) thereafter, Assignor diligently and continuously proceeds to cure such default to completion; and (iii) such default is cured within forty-five (45) days of the expiration of the Initial Cure Period. Notwithstanding anything contained in this subsection (a) to the contrary, such grace period set forth in this subsection (a) shall not apply to any other Event of Default expressly set forth in this Section 20; or

(b) should any representation or warranty made herein or in any other Loan Document prove to be untrue in any material respect; or

(c) default beyond any applicable grace period under any obligation set forth in any of the other Loan Documents.

21. This Assignment is executed by American National Bank and Trust Company of Chicago, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in the terms of covenants, promises or agreements) by the named bank as trust company, are undertaken by it solely as trustee under the trust agreement, and not individually, and no personal liability shall be asserted or be enforceable against said named bank or trust company by reason of any of the terms, provisions, stipulations, covenants and conditions contained in this Assignment.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered on the date first above written.

BORROWER:

71 EAST DIVISION ASSOCIATES,
an Illinois Limited Partnership

By: 

Richard Kaplan, its general partner

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally
but solely as Trustee as aforesaid

By: 

Its: 
TRUSTEE

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING SHOULD BE
RETURNED TO:

Daniel Kohn, Esq.
Horwood, Marcus & Braun Chartered
333 West Wacker Drive, Suite 2800
Chicago, Illinois 60606
(312) 606-3200

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On the 5th day of December, 1991, before me came Richard Kapen, a general partner of 71 East Division Associates, a limited partnership, to me known and known to me to be the individual described in and who executed the foregoing Assignment of Rents and Leases and he thereupon acknowledged to me that he executed the same for and on behalf of said partnership as a general partner thereof.



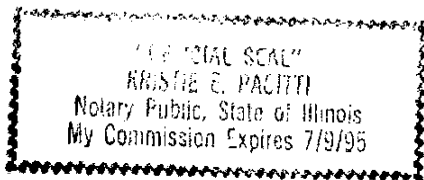
Karen Orra
Notary Public

My Commission Expires: 9-25-94

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kristie E. Pacitti, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter H. Johanson, President of American National Bank, as Trustee under Trust Agreement dated December 1, 1986, and known as Trust No. 100823-03, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Second Vice President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such officer of said bank and as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this DEC 05 1991 day of December, 1991.



Kristie E. Pacitti
Notary Public

My Commission Expires: _____

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EXHIBIT A 91641218

LEGAL DESCRIPTION

Units 401, 402, 403, 404, 405, 501, 504, 505, 506, 602, 603, 604, 606, 704, 706, 802, 803, 805, 806, 902, 903, 904, 905, 1001, 1004, 1005, 1006, 1102, 1104, 1105, 1106, 1201, 1205, 1403, 1404, 1502, 1503, 1504, 1602, 1604, 1703, 1704, 1802, 1803, 1804, 1806, 1903, 1904, PH1, PH2, West 7, West 11A, West 17, West 19, West 19A, West 33T, West 35T, West 39, West 41, West 43, West 47, West 49, West 57, West 59, West 61, West 65T, East 2, East 14, East 16, East 18, East 20, East 20A, East 24, East 24A, East 28, East 32T, East 38T, East 50, East 58T, East 60T, East 62T, East 64T, East 66T, East 68T, East 70T in The Gold Coast Condominium as delineated on a survey of the following described real estate: THE WEST 14 FEET OF LOT 4 AND ALL OF LOTS 5 TO 11, IN DORMAN'S SUBDIVISION OF LOT 1 (EXCEPT THE WEST 50 FEET THEREOF) IN KRAUSS' SUBDIVISION OF THE NORTH $\frac{1}{2}$ OF BLOCK 1 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 91433270 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

P.I.N. Part of 17-05-200-062

71 E. DIVISION

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