RECORDATION REQUESTED BY:

Heritage Bank and Truet Company 17500 South Oak Park Avenue Tinky Park, It. 60477

WHEN RECORDED MAIL TO:

Heritage Bank and Trust Company 17500 South Oak Park Avenue Tinley Park, IL 60477 1991 BEC 30 Mi 3 47

Control of

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED DECEMBER 27, 1991, between HERITAGE TRUST COMPANY SUCCESSOR TRUSTED OBREMEN BANK AND TRUST COMPANY T/U/T #85-2550, whose address is 17500 SOUTH OAK PARE AVENUE, TINLEY PARK, IL (referred to below as "Grantor"); and Heritage Bank and Trust Company, whose address is 17500 South Oak Park Avenue, Tinley Park, IL 6047? (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in COOK County, State of Illinois:

SEE ATTACHED LEGA! DESCRIPTION

The Real Property or its address is commonly known as 10255 SOUTH RIDGELAND AVENUE, CHICAGO RIDGE, IL. 60415. The Real Property tax Identification number is 24-07-404-042-0000, 24-07-404-043-0000 & 24-07-404-044-0000,

DEFINITIONS. The following words shall have the ollowing meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to deliar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this (seignment of Rente between Granter and Lender, and includes without limitation all assignments and security interest provisions relating to "by Pants.

Borrower. The word "Borrower" means HERITAGE TRUST COMPANY T/U/T #91-4404 AND RICHARD H. PULVER.

Event of Default. The words "Event of Default" mean and in Jude any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means any and all persons and entiles executing this Assignment, including without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign in Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's information the Real Property and to grant a security interest in Grantor's information the Real Property and to grant a security interest in the Real Property and to grant a security interest in the Real Property and to grant a security interest in the Real Property and to grant a security interest in the Real Property and to grant a security interest in the Real Property and to grant a security interest in the Real Property and to grant a security interest in the Real Property and to grant as security interest in the Real Property and to grant a security interest in the Real Property and to grant a security interest in the Real Property and to grant a security interest in the Real Property and to grant a security interest in the Real Property and to grant a security interest in the Real Property and to grant a security interest in the Real Property and to grant a security interest in the Real Property and to grant a security interest in the Real Property and to grant a security interest in the Real Property and to grant a security interest in the Real Property and to grant a security interest in the Real Property and the grant and grant an

Indebtedness. The word "Indebtedness" means all obligations of Granter union the Guaranty and any amounts expended or advanced by Lender to discharge obligations of Granter under this Assignment, together with Interest on such amounts as provided in this Assignment. In addition to the Note, "a vord "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower or any one or more of them, whether ait ng now or later, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contement, liquidated or unriquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guaranter or otherwise, and whether recovery upon such indebtedness may be or hereafter. They become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unantorceable.

Lender. The word "Lender" means Heritage Bank and Trust Company, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated December 27, 1991, in the original principal amount of \$500,000.00 from Borrower to Lender, together with all renowns of, extensions of, modifications of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 7.500%.

Property. The word "Property" means the real property, and all improvements thereon, described above in "", " seignment" section.

Real Property. The words "Real Property" mean the property, Interests and rights described above in the "Property Definition" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory ricit, credit agreements, team agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and disconnection with the indebtedness.

Rents. The word "Rents" means all rents, revenues, income, lesses, and profits from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) A GUARANTY FROM GRANTOR TO LENDER, AND DOES NOT DIRECTLY SECURE THE OBLIGATIONS DUE LENDER UNDER THE NOTE AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR AND BORROWER UNDER THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. This Assignment secures a guaranty and does not directly secure the Indebtedness due Lender under the Note. Granter waives any and all rights and defenses arising by reason of (a) any "one-action" or "anti-deficiency" law, or any other law that may prevent Lender from bringing any action or claim for deficiency against Granter. (b) any election of remedies by Lender which may limit Granter's rights to proceed against any party indebted under the Note, any other guaranter or any other person by reason of cessation of the indebtedness due under the Note for any reason of the indebtedness due under the Note for any reason of the land blote.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Assignment is executed at Borrower's request and not at the request of Lendor; (b) Grantor has the full power and right to enter into this Assignment and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's lineacial condition; and (d) Lendor has made no representation to Grantor about Borrower (including without limitation the creditworthinnss of Borrower).

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or function Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any detended that may arise because of any action or function of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Granter shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Granter's obligations under this Assignment. Unless and until Lender exercises its right to collect the Runts as provided below and so long as there is no default under this Assignment, Granter may remain in pessession and control of and operate and manage the Property and collect the Runts, provided that the granting of the right to collect the Runts shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Ronte, Granter represents and warrants to Londor that:

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Ownership. Grantor is entitled to receive the Rents free and clear of all rights, leans, tiens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not soil, assign, ancumbor, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Acreement.

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's eyent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including each proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all envises of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, orders, orders, and requirements of all other governmental agencies affecting the Property.

Lease the Property Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem approprie.

Employ Agents. Let der may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Proprint, including the collection and application of Rents.

Other Acts. Lender may the such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and select of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor and Borrower's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents roce in 1/2 Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with In ures, at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Granter pays all of the indebtedness when due and otherwise performs all the obligations imposed upon Granter under this Assignment, the guaranty from Granter to Lender, and the Related Documents, Lender shall execute and deliver to Granter a suitable satisfaction of this Assignment and suitable statements of termination of any hour wing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination for required by law shall be paid by Granter, if p in litted by applicable law.

EXPENDITURES BY LENDER. If Grantor falls to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Londer's Interests in the Property, Lender on Grantor, what may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will be a interest at the rate charged under the Note from the date incurred or paid by Lender to the date of inpayment by Grantor. All such expenses, at Lender exploin, will (a) be payable on domand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment pay me its to become due during either (i) the form of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balator payment which will be due and payable at the Note's maturity. This Assignment also will occurs payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such total not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of defeat ("Event of Default") under this Assignment:

Default on Indebtedness. Failure of Borrower to make any payment when due on the indebtedness.

Compliance Default. Failure to comply with any other term, obligation, occurant or condition contained in this Assignment, the Note or in any of the Related Documents. If such a failure is curable and it Grantor or Borrower has not be an given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of 1 locally will have occurred) if Grantor or Borrower, after Londer sonds written notice domainding cure of such failure: (a) cures the failure within fillipse (15) days; or (b) if the ours requires more than filteen (15) days, immediately initiates stops sufficient to cure the failure and thereafter continue. and completes all reasonable and recessary stops sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of G anter or Borrower under this Assignment, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Other Defaults. Failure of Grantor or Borrower to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor or Sorrower and Lendor.

Insolvency. The incolvency of Grantor or Borrower, appointment of a receiver for any part of Grantor or Borrow / property, any assignment for the banelit of creditors, the convencement of any proceeding under any bankruptcy or insolvency taws by or again. Grantor or Borrower, or the dissolution or termination of Grantor or Borrower's existence as a going business (if Grantor or Borrower is a butiness). Except to the extent prohibited by federal law or illinois law, the death of Grantor or Borrower (if Grantor or Borrower is an individual) also their constitute an Event of Default under this Assignment.

Foreclosure, etc. Commencement of foreclosure, whether by juriculal proceeding, self-help, represension or any other method, by any creditor of Grantor against any of the Property. However, this subsection shall not apply in the event of a good farth dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or such Guarantor dies or becomes incompetent. Londor, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Londor, and, in doing so, cure the Event of Default.

Insecurity. Londer reasonably deams itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the decurrence of any Event of Default and at any time descenter, Lendor may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate indebtedness. Lender shall have the right at its option without notice to Borrower to decisin the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Collect Rents. Londor shall have the right, without notice to Granter or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lendor's costs, against the indebtedness. In furtherance of this right, Lendor may require any lettant or other user of the Property to make payments of rent or use fees directly to Lendor. If the Rents are collected by Lendor, then Granter irrevocably designates Lendor and Granter anterior-fact to endorse instruments received in payment thereof in the name of Granter and to negotists the same and collect the proceeds. Payments by tenants or other users to Lendor in response to Lendor may determine that satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lendor may exercise its rights under this subparagraph of their in person, by agent, or through a receiver.

Mortgages in Possession. Lorder shall have the right to be placed as mortgages in possession or to have a receiver expointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosurs or sale, and to collect the Ronts from the Property and apply the proceeds, over and above the cost of the receivership, against the in-hibbledness. The mortgages in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disquality a person first serving as a receiver.

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Other Remedies. Lander shall have all other rights and remedies provided in this Assignment or the Note or by law.

Walver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expanditures or take action to perform an obligation of Granter or Borrower under this Assignment after failure of Granter or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; Expenses. If Lender institutes any sult or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover atterneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its intensit or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear Interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's atterneys' fees and tegal expenses whether or not there is a lawsuit, including atterneys' need for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal loes, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, logether with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

Multiple Parties; Corporate Authority. All obligations of Granter and Borrower under this Assignment shall be joint and several, and all references to Granter shall mean each and every Borrower. This means that each of the persons slightly below is responsible for all obligations in this Assignment. Where any one or more of the Granter or Borrowers are corporations or particles, by it is not necessary for Lender to inquire into the powers of any of the Granter or Borrowers or of the officers, directors, partners, or gor is acting or purporting to act on their behalf, and any Indebtedness made or created in reliance upon the professed exercise of such powers and to guaranteed under this Assignment.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither requise nor accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. If a court of competent fur adiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If leasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other privisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitation a stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Proporty becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal vith Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. 'fime is of the essence in the part irmance of this Assignment.

Walver of Homestead Exemption. Grantor heroby releases and walves all rights and benefits of the homestead exemption taws of the State of illinois as to all indebtedness secured by this Assignment.

Walver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS Assignment, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND ON BEHALF OF EACH AND EVERY CLPDON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE ON FE OF THIS Assignment.

Walvers and Consents. Lender shall not be deemed to have walved any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No detay or emission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment and I not constitute a waiver of or projudice the party's right or otherwise to demand strict compilance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between "Lender and Granter or Borrower, shall constitute a waiver of any of Lender's rights of any of Granter or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

CORPORATE ACKNOWLEDGMENT

STATE OF

On this 27 th day of December 10 197 before and ASSISTANT SEGRETAND AND TRUST COMPANY TOTO SPREMEN BANK AND TRUST COMPANY SUCCESSOR TRUSTEE TO BREMEN BANK AND TRUST COMPANY Public, personally appeared LINDA L LUTZ and JEAN FULTON, LAND TRUST COMPANY TOTO SPREMEN BANK AND TRUST COMPANY SUCCESSOR TRUSTEE TO BREMEN BANK AND TRUST COMPANY TOTO SPREMEN BANK AND TRUST COMPANY SPREMEN BANK AND TRUST COMPANY TOTO SPREMEN BANK AND TRUST COMPANY TOTO SPREMEN BANK AND TRUST COMPANY SPREMEN BANK AND TRUST COM

"OFFICIAL SUAL"

Beth O'Hogan

Notary Public, State of Blimois
"Variable properties of Equation 1. (1994)

RIDER ATTACHED HERETO IS EXPRESSLY MADE A PART HERETOP.

Property of Cook County Clerk's Office

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary not withstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that to personal responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Trust Company, under said Trust Agreement on account of this instrument or on account σî any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and ing Clarks Office released.

HERITAGE TRUST COMPANY

Property of Cook County Clark's Office

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LOTS 42 THEOUGH 46 (EXCEPT TWAT PART DEDICATED FOR STREET OCTOBER 21, 1933 BY BOCUMENT 11303446) AND VEXCEPT EAST 17 FEET OF SAID LOT 48) IN BLOCK 2 IN HILL'S ACDITION TO MASHINGTON HEIGHTS, A SUBDIVISION OF THE SOUTH 10 ACRES OF THE SCUTH EAST & OF THE SOUTH EAST & OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE HERD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Coot County Clert's Office