

THIS INSTRUMENT PREPARED BY: SPENCER STUBBS  
Michael B. Davis, Esq.  
1800 INB Tower, One Indiana Square  
Indianapolis, Indiana 46204

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INTERCREDITOR AGREEMENT

(13) ALL

THIS INTERCREDITOR AGREEMENT (this "Agreement") is entered into as of this 2nd day of May, 1991, by and among INB NATIONAL BANK, a national banking association formerly known as The Indiana National Bank ("INB"), for itself and as agent for its participant, LaSalle National Bank, a national banking association ("LaSalle"), LaSALLE, for itself and as agent for INB (INB and LaSalle being sometimes referred to herein together as the "Banks"), and COUNTY EMPLOYEES' AND OFFICERS' ANNUITY AND BENEFIT FUND OF COOK COUNTY, a public pension fund ("County");

WITNESSETH:

25-

WHEREAS, pursuant to the terms and conditions of that certain Second Amended and Restated Construction Loan Agreement entered into by and between INB and Morton Hotel Partners, an Illinois limited partnership ("Borrower") dated April 11, 1988 (the "Loan Agreement"), INB agreed to extend credit to Borrower in the maximum principal amount of Ten Million Eight Hundred Thousand and No/100 Dollars (\$10,800,000.00) (the "First Mortgage Loan") for the purpose of constructing and renovating a hotel located in Chicago, Cook County, Illinois located upon certain real property more particularly described in Exhibit A attached hereto (the "Project"); and

WHEREAS, the First Mortgage Loan is evidenced by a certain Second Amended and Restated Mortgage Note executed and delivered by Borrower to INB dated April 11, 1988, in the principal face amount of Ten Million Eight Hundred Thousand and No/100 Dollars (\$10,800,000.00) (the "First Mortgage Loan Note"); and

WHEREAS, the First Mortgage Loan Note is secured by the lien of certain Second Amended and Restated Real Estate Mortgage and Security Agreement encumbering the Project, executed and delivered by Borrower in favor of INB, for itself and as agent for LaSalle, and in favor of LaSalle, for itself and as agent for INB, dated April 11, 1988 and recorded April 28, 1988 as Instrument No. 88179349 in the Office of the Recorder of Cook County, Illinois (the "First Mortgage"); and

WHEREAS, the First Mortgage Note is further secured by a certain Second Amended and Restated Assignment of Rents and Leases executed and delivered by Borrower to INB dated April 11, 1988 and recorded April 28, 1988 as Instrument No. 88179350 in the Office of the Recorder of Cook County, Illinois (the "First Mortgage Loan Assignment"); and

WHEREAS, as additional security for the First Mortgage Loan, on April 11, 1988 Borrower executed and delivered to INB those certain Second Amended and Restated Collateral Assignment of Construction Contracts and Second Amended and Restated Collateral Assignment of Architects' Contracts and Plans (the "Contract Assignments"); and

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WHEREAS, Borrower and INB have entered into a certain First Modification of Second Amended and Restated Loan Documents dated as of May 20, 1989 and recorded September 27, 1989 as Instrument No. 89458121 in the Office of the Recorder of Cook County, Illinois, pursuant to which the maturity date of the First Mortgage Loan was extended to August 18, 1989 (the "First Modification"); and

WHEREAS, Borrower, INB and LaSalle have entered into a certain Second Modification of Second Amended and Restated Loan Documents dated as of August 18, 1989, pursuant to which the maturity date of the First Mortgage Loan was extended to December 20, 1989 (the "Second Modification"); and

WHEREAS, Borrower, INB and LaSalle have entered into a certain Third Modification of Second Amended and Restated Loan Documents dated as of December 20, 1989, pursuant to which the maturity date of the First Mortgage Loan was extended to September 20, 1990 (the "Third Modification"); and

WHEREAS, Borrower, INB and LaSalle have entered into a certain Fourth Modification of Second Amended and Restated Loan Documents dated as of September 20, 1990, pursuant to which the maturity date of the First Mortgage Loan was extended to March 20, 1991 (the "Fourth Modification"); and

WHEREAS, Borrower, INB and LaSalle have entered or shall hereafter enter into a certain Fifth Modification of Second Amended and Restated Loan Documents dated as of March 20, 1991, pursuant to which the maturity date of the First Mortgage Loan has or shall be extended to November 2, 1993, with an option to extend further such maturity date for one (1) additional period of thirty (30) months subject to certain conditions precedent contained therein (the "Fifth Modification") (the Loan Agreement, First Mortgage Note, First Mortgage, First Mortgage Loan Assignment and Contract Assignments, as modified by the First Modification, the Second Modification, the Third Modification, the Fourth Modification and the Fifth Modification, being sometimes hereinafter collectively referred to as the "First Mortgage Loan Documents"); and

WHEREAS, County has agreed to extend credit to Morton Hotel Joint Venture, a joint venture duly organized and validly existing under the laws of the State of Illinois (the "Joint Venture") in the maximum principal amount of Five Million and No/100 Dollars (\$5,000,000.00) (the "Second Mortgage Loan"); and

WHEREAS, the Second Mortgage Loan is evidenced by a certain Promissory Note executed and delivered by the Joint venture to County dated May 2, 1991, in the original principal amount of Five Million and No/100 Dollars (\$5,000,000.00) (the "Second Mortgage Note"); and

WHEREAS, the Second Mortgage Loan is secured by the lien of a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement encumbering the Project, executed and delivered by the Joint Venture and Borrower in favor of County, dated May 2, 1991 which shall be recorded in the Office of the Recorder of Cook County, Illinois (the "Second Mortgage")

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(the Second Mortgage Loan Note, the Second Mortgage Loan Agreement, the Second Mortgage and any and all other documents, instruments or agreements evidencing or securing the Second Mortgage Loan being sometimes hereinafter collectively referred to as the "Second Mortgage Loan Documents"); and

WHEREAS, as an inducement to INB and LaSalle to extend the term of the First Mortgage Loan and to modify certain other terms of the First Mortgage Loan, County has agreed to (a) subordinate and make subject the terms and conditions of the Second Mortgage Loan to the terms and conditions of the First Mortgage Loan (b) subordinate and make subject the lien of the Second Mortgage to the lien of the First Mortgage and (c) to grant certain other rights and remedies to INB and LaSalle upon the terms and conditions set forth herein; and

WHEREAS, as an inducement to County to make the Second Mortgage Loan and to subordinate and make subject the lien of the Second Mortgage to the lien of the First Mortgage, INB and LaSalle have agreed to grant certain rights and remedies to County upon the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the covenants hereinafter set forth and in further consideration of the Premises, the parties hereto agree as follows:

1. Subordination of Second Mortgage Loan. So long as any monies remain due and/or payable to INB and LaSalle in respect of the First Mortgage Loan, the Second Mortgage Loan and the Second Mortgage Loan Documents and any and all of the terms, modifications, amendments, renewals, additions, consolidations and extensions of the Second Mortgage Loan Documents, and all sums which may be advanced, payable or secured thereunder, shall be subject and subordinate to:

(a) the First Mortgage Loan as actually advanced (including, without limitation, any future advances made by either INB or LaSalle under the First Mortgage Loan Documents), and the First Mortgage Loan Documents and all notes, mortgages, assignments of rents and other assignments, financing statements, security agreements, guarantees, and other instruments at any time evidencing or securing said First Mortgage Loan, and to any and all liens and security interests created under the First Mortgage Loan Documents;

(b) any other financing relating to the First Mortgage Loan Documents, including, without limitation, any indebtedness refinancing the indebtedness described in subsection (a) of this Section, and all notes, mortgages, assignments of rents and other assignments, financing statements, security agreements, guarantees, and other instruments at any time evidencing or securing the Project and to any and all liens and security interest created thereunder; and

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(c) any and all modifications, amendments, renewals, additions, consolidations and extensions of any of the foregoing, and all sums which may be advanced, payable (including, without limitation, fixed, additional and contingent interest and prepayment premiums of all kinds) or secured thereunder (including, without limitation, sums advanced to protect, perfect, preserve or defend such liens or security interests), with or without notice to County.

In addition to the foregoing and without limiting the generality of the same, the lien of the Second Mortgage encumbering the Improvements, Intangibles and Rents (as such terms are defined in the Second Mortgage), shall in all respects be junior and subordinate to the lien of the First Mortgage encumbering the Improvements, rents (as such terms are defined in the First Mortgage) and any collateral deemed to be a general intangible under the First Mortgage Loan Documents.

2. Covenants of County. Notwithstanding anything to the contrary contained in the Second Mortgage Loan Documents, County hereby agrees as follows:

(a) If any action or proceeding shall be brought to foreclose the Second Mortgage, no tenant, guest, licensee or invitee of any Portion of the Project, and no manager of the Project, will be named as a Party defendant in any such foreclosure action or proceeding, nor will any other action be taken with respect to any tenant, guest, licensee or invitee of any portion of the Project, or with respect to any such manager, franchisor or licensor of the Project, the effect of which would be to terminate any leases (as hereinafter defined) of any portion of the Project, or any such management, or license or franchise agreement, without the prior written consent of the Banks. As used herein, the term "Leases" shall mean any lease, license, rental agreement or other agreement between the owner of the Project, or its manager or agent, and licensees, guests or invitees pursuant to which such owner, manager or agent agrees to provide accommodations to such licensee, guest or invitees.

(b) If any action or proceeding shall be brought to foreclose the Second Mortgage, no portion of the rents, issues and profits of the Project shall be collected except through a receiver appointed by a court of competent jurisdiction in which such foreclosure action or proceeding is brought, after due notice of the application for the appointment of such receiver shall have been given to Banks and that the rents, issues and profits so collected by such receiver shall be applied first to the payment of maintenance and operating charges and disbursements incurred in connection with the operation and maintenance of the Project, and then to the Payment of the indebtedness due and owing on, or to become due and owing on, the First Mortgage Loan Documents; and, if during the pendency of any such foreclosure action or proceeding, an action or proceeding shall be brought by the Banks for the foreclosure of such First Mortgage and an application is made for an extension of such receivership for the benefit of the Banks, all such rents, issues and profits held by

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such receivers of the date of such application shall be applied by the receiver solely for the benefit of the Banks and County shall not be entitled to any portion thereof.

(c) If a notice of default or any action or proceeding shall be brought to foreclose the Second Mortgage, due notice of such notice of default or of the commencement of such action or proceeding will be given to the Banks and true copies of all such notices and all papers served or entered in any such action or proceeding will be served upon the Banks.

(d) In the event the Banks shall release, for the purposes of restoration of all or any part of the Project, its right, title and interest in and to the proceeds under policies of insurance thereon, and/or in and to any awards, or in and to other compensation made for any damages, losses or compensation for other rights by reason of a taking in eminent domain, County shall likewise for such purpose release all of its right, title and interest, if any, in and to such insurance proceeds or awards.

(e) Any assignment of rents, Leases or other security interests contained in the Second Mortgage Loan Documents, or in any collateral assignment thereof if separate therefrom, shall be in all respects subject and subordinate to the First Mortgage Loan Documents and any collateral assignment of such rents, Leases or other security interests if separate therefrom.

(f) County shall not acquire, by subrogation or otherwise, any lien, estate, right or other interest in the Project which is or may be prior in right to the First Mortgage Loan Documents, including, without limitation, advances for real estate taxes and assessments or advances to cure any default under the First Mortgage Loan Documents.

(g) If there is proposed any amendment, modifications, consolidation, extension or alteration of the Second Mortgage or the terms of the Second Mortgage Loan Documents, then, prior to making any such amendment, modification, consolidation, extension or modification, County shall first obtain the consent of the Banks and further shall be required to (i) have any guarantor of any First Mortgage Loan Documents (and, if required under any agreement, the applicable manager, franchisor or licensor of the Project) consent to same and (ii) provide evidence satisfactory to the Banks that foreclosure of the Second Mortgage will not terminate or constitute a default under any Lease or any such management, franchise or license agreement.

(h) All provisions of the Second Mortgage Loan Documents (including, without limitation, those relating to remedies, insurance, condemnation, the rights of County to receive insurance proceeds and condemnation awards or to have such insurance proceeds and condemnation awards assigned to County, or to determine the

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application or use of such insurance proceeds and condemnation awards (whether to restoration, costs or as and to the extent provided in the First Mortgage Loan Documents, the sums of which are secured by such First Mortgage Loan Documents) shall have no force or effect until satisfaction and discharge of all obligations under the First Mortgage Loan Documents and release of the security interests set forth therein.

(i) To further evidence the subordinations referred to in subsections (a) through (h) above, County shall, within twenty (20) days after request by the Banks (which requests may be made from time to time, including, such times as future advances may be made to Borrower by INB or LaSalle), do, execute, acknowledge and deliver any and all such further acts, deeds, conveyances and instruments, or reaffirmations of this subordination, as the Banks may reasonably request for the better assuring and evidencing of the foregoing subordinations.

(j) In no event shall the provisions of the Second Mortgage Loan Documents prohibit or restrict Mortgagor from executing, acknowledging and delivering all and every such further acts, deeds, conveyances and instruments that Borrower is obligated to deliver under the First Mortgage Loan Documents.

(k) County shall send true copies of all default or acceleration notices, or of notices of the commencement of any action or proceeding under the Second Mortgage Loan Documents, and of all papers served or entered in any such action or proceeding, to the Banks, contemporaneously with sending or serving the same to or on the Borrower and/or the Joint Venture, or entering the same in such action or proceeding.

(l) If a default shall occur beyond applicable grace periods under the Second Mortgage Loan Documents, County shall not accelerate the debt secured by the Second Mortgage, or commence any action or proceeding to foreclose the Second Mortgage, without notifying the Banks of such fact and giving the latter at least ninety (90) days to cure the specified default (and shall accept any cure of the default tendered by or on behalf of the Banks).

(m) Within twenty (20) days after request from the Banks, County shall execute and deliver to the former an estoppel certificate stating (i) the outstanding principal balance of the Second Mortgage Loan and any accrued but unpaid interest thereon, (ii) the date to which interest and principal has been paid, (iii) that the Second Mortgage Loan Documents have not been modified or amended, except as specified therein, and (iv) whether a notice of default has been sent under the Second Mortgage Loan Documents, which default remains uncured.

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(n) County shall take no action in respect of the Second Mortgage Loan that would or may delay, modify or impair (i) the senior and superior rights, claims, interests and liens of the Banks in respect of the First Mortgage Loan, or (ii) the Banks' rights and interests under this Agreement. Without limiting the generality of the foregoing, County shall not, without the prior written consent of the Banks, modify or amend the terms of the Second Mortgage Loan in any manner that would or may have an adverse impact on the Banks' ability to collect amounts due or to become due under or in relation to the First Mortgage Loan or Borrower's or the Joint Venture's ability to continue its business as presently conducted.

3. Covenants of the Banks. Notwithstanding anything to the contrary contained in the First Mortgage Loan Documents, the Banks hereby agree as follows:

(a) The Banks shall send true copies of all default or acceleration notices, or of notices of the commencement of any action or proceeding under the First Mortgage Loan Documents, and of all papers served or entered in any such action or proceeding, to County contemporaneously with sending or serving the same to or on the Borrower, or entering the same in such action or proceeding.

(b) If a default shall occur beyond applicable grace periods under the First Mortgage Loan Documents, the Banks shall not accelerate the debt secured by the First Mortgage, or commence any action or proceeding to foreclose the First Mortgage, without notifying County of such fact and giving County at least (i) thirty (30) days following County's receipt of such notice to cure a non-monetary default or (ii) thirty (30) days following County's receipt of such notice to cure a monetary default, subject to any additional limitations set forth in the First Mortgage Loan Documents.

4. Modification of First Mortgage Loan Documents. The Banks may, as they deem proper, and without any notice whatsoever to County, enter into agreements with Borrower (i) renewing or otherwise altering the terms of any document, instrument or agreement evidencing or relating to the First Mortgage Loan, or (ii) extending the time of Payment under the First Mortgage Loan, or (iii) affecting the security for the First Mortgage Loan, including the exchange, sale, release or surrender of such security. None of such agreements will be deemed to impair or affect this Agreement in any manner.

5. Expenses. County shall pay to the Banks, on demand, all expenses, including but not limited to reasonable attorneys' fees, that the Banks may incur in enforcing any of its rights and remedies against County under this Agreement.

6. Binding Effect. This Agreement shall bind the parties hereto and their respective successors and assigns and shall inure to the benefit of each party and its successors and assigns. The parties disclaim, however, any intent to confer any benefit on Borrower or the Joint Venture by virtue of this Agreement.

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7. Notices. All communications, notices and consents given pursuant to this Agreement shall be in writing and shall be given in person, by courier (including a nationally recognized overnight courier) or by means of telex, telecopy or other wire transmission (with request for assurance of receipt in a manner typical with respect to communications of that type), with a copy thereof mailed by registered or certified mail, postage prepaid, addressed as follows:

If to INB:                   INB National Bank  
                              c/o INB Mortgage Corporation  
                              151 North Delaware Street, Suite M910  
                              Indianapolis, IN 46266  
                              Attention: Real Estate Loan Administration  
                              Facsimile No.: (317) 256-7477

If to LaSalle:               LaSalle National Bank  
                              170 South LaSalle Street  
                              Chicago, IL 60603  
                              Attention: Real Estate Lending Department  
                              Facsimile No.: (312) 750-6457

If to County:               County Employee's and Officer's Annuity and Benefit  
                              Fund of Cook County  
                              118 North Clark Street  
                              Chicago, IL 60602  
                              Attention: John Fitzgerald

or such other address as such party may from time to time designate by notice duly given in accordance with the provisions of this paragraph to the other parties hereto and shall be deemed given when delivered.

8. Counterparts. This Agreement may be executed in counterparts each of which counterpart when so executed shall be an original, but all counterparts together shall constitute a single instrument.

9. Entire Agreement. This Agreement constitutes the entire understanding and agreement among INB, LaSalle and County concerning the subject matter hereof. All negotiations between such parties are merged into this Agreement, and there are no representations, warranties, covenants, understandings or agreements (oral or otherwise) in relation thereto among such parties other than those expressly incorporated herein.

10. Amendment or Modification of Agreement. Neither this Agreement nor any of the terms hereof may be amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the party against which enforcement of such change is sought. In this regard, any delay and/or failure by the Banks, or any delay and/or failure by County, to exercise any right or remedy granted hereunder shall not be deemed a waiver of any obligation of the other party or any right or remedy granted and available under this Agreement or other applicable law. Further, the express waiver of any condition or covenant of this Agreement in any particular instance shall

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not be deemed to constitute a waiver of such condition or covenant in any subsequent instance.

11. Inconsistency. Any approval by (a) the Banks of the documents evidencing or securing the Second Mortgage Loan or (b) County of the documents evidencing or securing the First Mortgage Loan shall in no way impair or alter INB's, LaSalle's or County's rights and interests under this Agreement. In the event of any inconsistency between the documents evidencing or securing the First Mortgage Loan, the Second Mortgage Loan and this Agreement, insofar as the rights, remedies and privileges of INB, LaSalle and/or County are concerned, this Agreement shall be controlling.

12. Governing Law. This Agreement shall be construed and governed by the internal laws of the State of Illinois.

13. Severability. If any term or provision hereof or the application thereof to any circumstances shall, to any extent, be invalid or unenforceable, such term or such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any remaining terms and provisions hereof or the application of such terms to circumstances other than those as to which it is invalid or unenforceable in any respect.

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IN WITNESS WHEREOF, the parties hereto have caused this Intercreditor Agreement to be executed by their duly authorized representatives as of the day and year first above written.

"INS"

INS NATIONAL BANK,  
a national banking association

By: [Signature]  
Title: Vice Pres.

"LaSalle"

LASALLE NATIONAL BANK,  
a national banking association

By: [Signature]  
Title: Sec. Vice Pres.

"County"

COUNTY EMPLOYEES' AND OFFICERS' ANNUITY  
AND BENEFIT FUND OF COOK COUNTY,  
a public pension fund

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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IN WITNESS WHEREOF, the parties hereto have caused this Intercreditor Agreement to be executed by their duly authorized representatives as of the day and year first above written.

"INB"

INB NATIONAL BANK,  
a national banking association

By: \_\_\_\_\_

Title: \_\_\_\_\_

"LaSalle"

LASALLE NATIONAL BANK,  
a national banking association

By: \_\_\_\_\_

Title: \_\_\_\_\_

"County"

COUNTY EMPLOYEES' AND OFFICER'S ANNUITY  
AND BENEFIT FUND OF COOK COUNTY,  
a public pension fund

By: William H. Drape

Title: President

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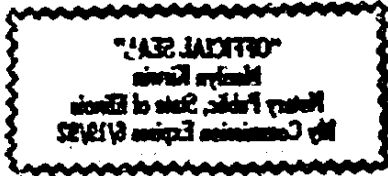
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## EXHIBIT A

### PARCEL 1:

THE NORTH 1/2 OF LOT 27 (EXCEPT THAT PART TAKEN FOR STREET) IN BLOCK 124 IN THE SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 2:

THE SOUTH 1/2 OF LOT 27 AND ALL OF LOT 28 AND THE NORTH 10 FEET OF LOT 29 IN SUBDIVISION OF BLOCK 124 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 3:

LOT 6 IN KNIGHTS SUBDIVISION OF LOTS 30, 31 AND 32 IN OGDEN'S SUBDIVISION OF BLOCK 124 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 4:

THE SOUTH 30 FEET OF LOT 29 IN OGDEN'S SUBDIVISION OF BLOCK 124 AFORESAID (EXCEPT PARTS FROM BOTH TRACS TAKEN FOR OPENING DEARBORN STREET) IN COOK COUNTY, ILLINOIS

### PARCEL 5:

LOTS 25 AND 26 (EXCEPT THE EAST 35 FEET THEREOF, MORE OR LESS, TAKEN FOR OPENING DEARBORN STREET AND EXCEPT THE NORTH 21 FEET OF LOT 25 TAKEN FOR CONGRESS STREET) IN OGDEN'S SUBDIVISION OF BLOCK 124 IN SCHOOL SECTION ADDITION TO CHICAGO OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Nos.:

17-16-245-009

17-16-245-010

17-16-245-011

17-16-245-012

17-16-245-017

Address: 500-538 South Dearborn, Chicago, Illinois

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