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COOK COUNTY, ILLINOIS FILED FOR RECORD

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93 MAY 27 PM 4: 01 93404845 HORTGAGE AND SECURITY AGREENENT

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is made as of this (3) day of MAY, 1993 from QUINCY HOMES LIMITED PARTMERSHIP, an Illinois limited partnership, having its principal office c/o City Lands Corp., 5100 West Harrison Street, Chicago, Illinois 60644 ("Mortgagor") to the CITY OF CHICAGO, an Illinois municipal corporation, having its principal office at City Hall, Chicago, Illinois 60602 ("Mortgagee").

All capitalized terms, unless herein defined, shall have the same meanings re are set forth in that certain "Redevelopment Agreement, New Jomes for Chicago Program, Quincy Homes Limited Partnership" ("Redevelopment Agreement"), between Mortgagor and Mortgagee dated as of November 26, 1991, and recorded with the Office of the Recorde: of Deeds of Cook County, Illinois on January 30, 1992, as document #92060024.

#### PZCXTALS

WHEREAS, Mortgagor has executed and delivered to the Mortgagee that certain promissory note ("Note") of even date herewith in the principal amount of Thanty Thousand and no/100 Dollars (\$20,000.00) payable to Mortgagee in accordance with the terms of the Redevelopment Agreement; and

WHEREAS, Mortgagee is desirous of securing the payment of the Note (together with accrued interest) in a cordance with the terms of the Note and the Redevelopment Agreement, and any additional indebtedness accruing to Mortgagee on account of any future payments, advances or expenditures made by Mortgagee pursuant to the Note, the Redevelopment Agreement or the Mortgage; and

NOW, THEREFORE, to secure the performance and observance by Mortgagor of all the terms, covenants and conditions in the Note, the Redevelopment Agreement and in the Mortgage, and in order to charge the properties, interests and rights hereinafter described with such consideration, the receipt and sufficiency whereof is hereby acknowledged, Mortgagor has executed and delivered the Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, and confirm unto Mortgagee and its successors and assigns forever, all of the following described property (which is hereinafter sometimes referred to as "Mortgaged Property"),

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- (A) That certain parcel of land commonly referred to as 4850 West Quincy, Chicago, Illinois, and more particularly described in Exhibit "A" attached hereto ("Land");
- (B) All structures and improvements of every nature whatsoever now or hereafter situated on the Land, including, without limitation, the Unit, all fixtures of every kind and nature whatsoever which are or shall be attached to said buildings, structures or improvements, and now or hereafter owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing ("Improvements");
- (C) All rents and issues of the Land and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of Mortgagor, in and to the same;

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgage, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

WITHOUT limitation of the foregoing, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in all of the above-described property, which are or are to become fixtures.

THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of the indebtedness evidenced by the Note secured hereby, and (b) performance of each and every of the covenants, conditions and agreements contained in the Mortgage, the Redevelopment Agreement and the Note, and in any other agreement, document or instrument to which reference is expressly made in the Mortgage or which secures the Note.

#### ARTICLE I

#### INCORPORATION OF RECITALS

The recitals set forth above constitute an integral of the Mortgage and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

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ARTICLE II

#### COVENANTS. REPRESENTATIONS AND WARRANTIES

Mortgagor covenants and agrees with Mortgagee that:

#### 2.01 Taxes and Assessments.

- (a) Mortgagor will pay when due all general taxes and assessments, special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written request furnish to Mortgages receipts evidencing payment thereof provided that Mortgagor, in good faith and with reasonable diligence, may contest the validity or amount of any such taxes, excessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.
- (b) Mortgagor will not suffer (unless bonded or insured over) any mechanic's laborer's, materialmen's, or statutory lien to remain outstanding upon any of the Mortgaged Property. Eorrower may contest such lien, provided that Mortgagor shall first post a bond in the amount of the contested lien, or provide title insurance over such contested lien, and further provided that Mortgagor shall diligently prosecute the contested lien and cause the removal of the same.

#### 2.02 Insurance.

Mortgagor shall keep the Mortgaged Property continuously insured in such amounts and against such risks as required of Mortgagor pursuant to the terms of the Senior Mortgage (as herein defined), paying the premiums for said insurance as they become due. Policies of insurance shall name Mortgaged as an additional insured. All policies of insurance shall provide that the same shall not be canceled, except upon thirty (30) days crior written notice to Mortgagee.

#### 2.03 Maintenance of the Property.

- (a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and rapair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.
- (b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagor will immediately give written notice of the same to Mortgagee.
- (c) Mortgages or its representatives has the right to inspect the Mortgaged Property in accordance with the terms of the Redevelopment Agreement.

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- (d) Mortgagor shall promptly comply, and cause the Mortgaged Property to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property or any part thereof.
- (e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Mortgagor, subject to the rights of co-insurer, will promptly restore the Mortgaged Propercy to the equivalent of its condition prior to the casualty, to the extent of any insurance proceeds made available to Mortgagos for that purpose.

#### 2.04 Subordination.

The Mortgage shall be subject and subordinate in all respects to that certain mortgage dated as of 2/1/2, between Mortgagor and Communication Mental Mental ("Senior Lender"), recorded with the Strick of the Recorder of Deeds of Cook County, Illinois on 2/6/92 as document #42/47/95 to secure indebtedness in the original principal amount not to exceed the sum of per Lot encumbered thereby pursuant to the terms of the Redevelopment Agreement ("Senior Mortgage").

#### ARTICLE III

#### DEFAULT

#### 3.01 Events of Default.

The terms "Event of Default" or "Events of Default", wherever used in the Mortgage, shall mean any one or more of the following events:

- (a) Failure by Mortgagor to duly observe or perform any material term, covenant, condition, or agreement of the Mortgage, the Note, or the Redevelopment Agreement after the expiration of all cure periods (as provided herein or in the Note or the Redevelopment Agreement); or
- (b) A default continuing beyond all applicable cure periods under the Senior Financing and permitting foreclosure thereunder.

#### 3.02 Acceleration of Maturity.

(a) If an Event of Default due to a failure to make any payment when the same is due and owing ("Monetary Event of Default") shall have occurred under the Senior Lender's security documents, the Mortgage, the Note or the Redevelopment Agreement, and shall have continued for ten (10) days following notice

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thereof from Mortgages to Mortgagor, the entire indebtedness secured hereby, at Mortgages's sole option, shall become immediately due and payable without further notice or demand.

- (b) If an Event of Default (other than a Monetary Event of Default), shall have occurred under the Senior Lender's security documents, the Mortgage, the Note or the Redevelopment Agreement, and shall have continued for sixty (60) days following the receipt of notice thereof from Mortgagee to Mortgagor, the entire indebtodness secured hereby, at Mortgagee's sole option, shall immediately become due and payable without further notice or demand; provided, however, that in the event such default cannot reasonably be cured within such sixty (60) day period and if Mortgagor has commenced efforts to cure, then the time to cure shall be extended so long as said party diligently continues to cure such default.
- Agreement and as evidenced by Mortgagee's written consent, any sale, partial sale, refinancing, syndication or other disposition of the Mortgaged Property shall entitle the Mortgagee to declare the entire indebtedness negared hereby immediately due and payable without further notice or demand; provided, however, the replacement or substitution of any machinery, equipment or fixtures, now owned or hereafter acquired by Mortgagor, with machinery or equipment of like kind and value, whether or not such machinery or equipment is deced a fixture under applicable provisions of the Illinois Uniform Commercial Code, will not be an Event of Default under the Mortgage, provided Mortgagor executes such documents as may be necessary to assure Mortgagee of a continuing perfected secured interest in such replacement or substituted machinery, equipment or fixtures.

#### 3.03 Remedies.

(a) Subject to the rights of the Senior Lender, when the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. The Mortgage and the right of foreclosure hereunder shall not be impaired or exhausted by any foreclosure of the Senior Mortgage, and may be foreclosed successively and in parts, until all of the Mortgaged Property has been foreclosed In any such foreclosure, or upon the enforcement of any against. other remedy of Mortgagee under the Mortgage, the Note or the Redevelopment Agreement, there shall be allowed and included as additional indebtedness, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgages for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs involved in title insurance and title examinations. All expenditures and expenses of the nature in this section 3.03 mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the

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lien of the Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting the Mortgage, the Note or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the lesser of the highest rate permitted by law or fifteen percent (15%) per annum, and shall be secured by the Mortgage. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in this section; (in all other items which under the terms hereof constitute segured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; (iii) all principal and interest remaining unpaid on the Note; and (iv) any remaining amounts dur to Mortgagor, its successors or assigns, as their rights may appear.

- Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-colled "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives envend all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of the Mortgage on its binalf and on behalf of each and every person, except decres or judgment creditors of Mortgagor, acquiring any interest in or title to the Mortgaged Property subsequent to the date of the Mortgage.
- Upon any other entering upon or taking of possession of the Mortgaged Property after the occurrence of an Event (12) Default and the expiration of the applicable cure period and other than by means of a foreclosure, Mortgages, subject to the rights of the Senior Lender, may hold, use, manage and control the Mortgaged Property and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property required in connection therewith; (ii) insure or keep the Mortgaged Property insured; (iii) manage the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Mortgagee, all as Mortgagee from time to time may reasonably determine to be to its best

នួយស្ថាតិស្វាម្ចាក់ដី នៅមេតុស្សានទទួលនៅក្នុងស្វាម្ចាស់ នេះ ប្រសួនស្លើកស្ថានទៅក្នុងស្វាម្ចាស់ <mark>gradinakskommig i nada ad od popinski ji</mark> akod olika ili kandadino meta ingili dela kanago di iga indopesi. inaregent topened at the period from the period and period and all the first periods in the contract of the co entamanga ay indi iko iyepidadi kona inti iyok girenkedik ina ki kikin milik di king balanda amentalika keli Tanggalang Sanggalang ang Kabapatan dan anggalang kelinggalang dan penggalang kelinggalang ber o se de la compania La compania de la co r garaci lekegi (2011) i militare militare transferi satti iyo i bishi, berkegi bilarg grand for the property material region from the first public through the least a popular Name of the pain of the Market of the property of the control of t BREDBER BY THE PROPERTY OF THE BEST WALLES tudos de trada e de la desenva de la desenvação de la conserva de la tradaioniinko era in ariti men ti, enilyteri arcamerag Charter Daniel and mostic dimeratural material line (1) and other vis fundamentale (Color con des conservantes menores element i increación del del del del del del del del del And Harry Const क्षणान्य वर्षा १ वस्त्री जन्म कर्षान्य प्रकार प्रकार । प्रकार स्वीति प्रकार विश्वकृति । प्रवासी प्रकार प्रवासी inko (ka) rampa kemindi kecir kino aktimindi kwambarishi makimbana mbani mbani mbala (majbiri bia b မြို့ နေတာ့မ်းမှာမေးကိုသော တည်းများသည်။ အသိမေး သည် အသည့်သည်။ ကြားမြောင်းနေသည်။ နေရာက်သည်။ မြိမ်သည်။ နှ el angles an anna si lagar de ele

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advantage. Mortgagee may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting to the extent reasonable: (aa) expenses of taking, holding and managing the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other similar charges as Mortgagee may determine to pay: (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of Mortgagee, shall apply the remainder of the monies and proceeds so received by Mortgagee first to payment of accrued interest; and second to the payment of principal. The balance of such funds, if any, after payment in full of all of the aforesaid amounts (including, without limitation, the entire outstanding principal balance under the Note) shall be paid to Mortgagor.

#### 3.04 Receiver.

Subject to the rights of the Senior Lender, if an Event of Default shall have occurred and be continuing after an applicable cure period has expired, Mortgages, upon application to a court of competent jurisdiction, shall be entitled to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall otherwise have all of the rights and powers to the fullest extent permitted by law.

#### 3.05 Purchase by Mortgagem.

Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price.

#### 3.06 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Mortgages by the Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

#### 3.07 Waiver.

No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and

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remedy given by the Mortgage to Mortgages may be exercised from time to time as often as may be deemed expedient by Mortgages. No consent or waiver, expressed or implied, by Mortgages to or of any breach or Event of Default by Mortgagor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Mortgages to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgages of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by Mortgagor.

#### ARTICLE IV

#### **MISCELLANEOUS PROVISIONS**

#### 4.01 Successors and Assigns.

The Mortgage shall in ret to the benefit of and be binding upon Mortgager and Mortgager and their respective legal representatives, successors and assigns. Whenever a reference is made in the Mortgage to Mortgager or to Mortgagee, such reference shall be deemed to include a reservance to legal representatives, successors and assigns of Mortgager or Mortgagee, as applicable.

#### 4.02 Terminology.

All personal pronouns used in the Morcgage, whether used in the masculine, feminine or neuter gender, shell include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of the Mortgage, and all references herein to articles, sections or paragraphs shall rafer to the corresponding articles, sections or paragraphs of the Mortgage unless specific reference is made to such articles, sections or paragraphs of another document or instrument.

#### 4.03 <u>Severability</u>.

If any provision of the Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of the Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

#### 4.04 Security Agreement.

The Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois

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APPENDED PERSONNELLE

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14、16/2009年2月2日、東京東京公司大阪会会、大阪東京

with respect to any part of the Mortgaged Property which constitutes fixtures. Mortgagee shall have all the rights with respect to such fixtures afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Mortgagee by the Mortgage or any other agreement.

#### 4.05 Modification.

No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

#### 4.06 No Meroge

It being the desire and intention of the parties that the Mortgage and the list hereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifezced by Mortgagee as evidenced by an appropriate document duly recorded, the Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

#### 4.07 Applicable Law.

The Mortgage shall be interpreted, construed and enforced under the laws of the State of Illinois.

#### 4.08 Release.

Mortgagee agrees to release the Mortgage concurrently with the sale of the Mortgaged Property to an eligible Morcbuyer in accordance with the provisions of the Redevelopment Agreement; provided, however, that Mortgagee is provided with written notice from Mortgagee at least ten (10) business days prior to the closing.

#### 4.09 NonRecourse.

Notwithstanding anything to the contrary contained in the Mortgage or the Note, neither Mortgagor, nor any general or limited partner of Mortgagor, nor any other party, shall have any personal liability for payment of any sums due under the Note or the Mortgage. The sole recourse of Mortgagee hereunder or thereunder shall be the exercise of its rights against the Mortgaged Property and any other security held by Mortgagee.

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IN WITNESS WHEREOF, the undersigned has caused this Mortgage to be executed as of the day and year first above written.

Mortgagor:

QUINCY HOMES LIMITED PARTNERSHIP, an Illinois limited partnership

By: CITY LANDS CORP.,

a Delaware corporation

UNA

a general partner

By:

Susan M. McCann Senior Vice-President and

Assistant Secretary

SOO OF COOK By:

Development Officer

Prepared by and after recording, please return to:

Mark Lenz Assistant Corporation Counsel City of Chicago 121 North LaSalle Street Room 610 Chicago, Illinois 60602 (312) 744-1041

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for said County, In the State aforesaid, do hereby certify that Susan McCann, personally known to me to be the Senior Vice-President and Assistant Secretary of City Lands Corporation, and personally known to me as the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Senior Vice-President and Assistant Secretary, she signed and delivered the said instrument as her free and voluntary act, and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day o

Notary Public

My commission expires 2-9-90

OFFICIAL SEAL CAROLYN WYSS

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRED: 12/09/80

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COUNTY OF COOK,	
I. Carohn Wyss	a Notary Public in and
for said County, in the State aforesaid, Linda Brace, personally known to me to be	do hereby certify that the Development Officer
for City Lands Corporation, and personall same proton whose name is subscribed to t	y known to me as the
appeared before me this day in person and	being first duly sworn
by me acknowledged that as such Developme and delivered the said instrument as her	free and voluntary act.
and the free and voluntary act of said coand purposes therein set forth.	rporation, for the uses
Civen under my hand and notarial sea	this day of
1993.	
(aroh Who	
Notary Public	
17-909/	
My commission expires	

OFFICIAL SEAL
CAROLYN WYSS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/09/86

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Date of the Conference of the

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#### EXHIBIT A

LOT 1 (EXCEPT THE EAST 7 FEET THEREOF) IN FRANK T. TURNER'S SUBDIVISION OF LOT 6 (EXCEPT THE EAST 132 FEET AND THE SOUTH 33 FEET THEREOF) IN THE SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE EAST 7 FEET OF LOT 27 IN SAID SCHOOL TRUSTEE'S SUBDIVISION (EXCEPT THE NORTH 8 FEET THEREOF TO BE DEDICATED AS PUBLIC ALLEY) AND ALSO (EXCEPT THAT PART THEREOF TAKEN FOR STREET PURPOSES) IN COOK COUNTY, ILLINOIS.

4850 West Quincy Street, contonly known as: Chicago, Ilinois 60644

lex . Permanent Index Number: 16-16-208-031-0000

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