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Please return to: Mike Weihman
Ticor Title Insurance
205 N. LaSalle, Suite 1400
Chicago, IL 60601
Re: 1024-21877-14

SECOND MORTGAGE

DEPT-01 RECORDINGS \$41.00
740011 TRAN 6461 08/23/93 11:17:00
#6008 # *-93-666502

COOK COUNTY RECORDER

THIS MORTGAGE is made as of this 17th day of August, 1993 between AMALGAMATED TRUST AND SAVINGS BANK, not personally but solely as Trustee under Trust Agreement dated June 21, 1984 and known as Trust No. 4951 (the "Mortgagor"), and DAN K. SILVERBERG, AGENT (the "Mortgagee").

WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of One Million Nine Hundred and fifty thousand dollars (\$1,950,000.00), which is evidenced by Mortgagor's promissory note of even date herewith (the "Note") providing for quarterly payments of interest and annual principal payments during the term of the Note, with the final balance of the indebtedness being due and payable on June 30, 2003, unless sooner paid pursuant to the Note;

NOW, THEREFORE, to secure to Mortgagee the repayment of such indebtedness, Mortgagor does hereby grant with mortgage covenants to Mortgagee the following described real property located in the City of Lansing, Illinois:

See Exhibit A

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Together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Subject, however, to (i) real estate taxes and assessments, both general and special, which are a lien but not yet due and payable at the date of this Mortgage; (ii) zoning and building ordinances and regulations; (iii) mortgage in favor of The Travelers Insurance Company, securing the payment of \$20,000,000.00 and recorded at Volume as Document Page of 88-224437 the Cook County Records (the "First Mortgage"); and (iv) covenants, restrictions, easements, conditions and reservations of record, if any as has been approved by Mortgagee.

Provided that if Mortgagor shall faithfully pay unto Mortgagee the amounts provided for in the Note and shall perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Note and of this Second Mortgage Deed, then this deed and the estate hereby created shall cease and be null and void.

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3 of 2

BOOK 15

\$ 41.00

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And Mortgagor hereby covenants and agrees:

1. To pay the sum of money payable by virtue of the Note and this Second Mortgage in accordance with the terms of the Note.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on the Premises, and if the same be not promptly paid, Mortgagee may at any time (after 15 days' written notice to Mortgagor) pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate permitted by law.

3. To pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid by said Mortgagee because of the failure on the part of Mortgagor to perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Note or this Second Mortgage, and every such payment shall bear interest from the date thereof at the highest rate permitted by law.

4. To keep any buildings or other improvements on the Premises adequately insured and in an amount at least equal to the then outstanding combined balance of the Note and the Note secured by the aforesaid First Mortgage.

5. To permit, commit or suffer no waste, impairment or deterioration of the Premises or any part thereof.

6. To perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants in the Note and in this Second Mortgage set forth.

7. If each and every of the stipulations, agreements, conditions and covenants of the Note or of this Second Mortgage are not duly performed, complied with and abided by within any applicable grace period, the unpaid balance due under the Note shall, at the option of Mortgagee, become due and payable as set forth in and subject to the terms of the Note.

8. In the event that Mortgagee now or hereafter sells, assigns, transfers and sets over all or part of its right, title, estate and interest of whatsoever description presently or hereafter derived or arising from the real property described herein and the obligations evidenced hereunder to an assignee (the "Assignee"), then Mortgagor, upon receipt of written notice of said assignment from Assignee shall thereby attorn to Assignee as its Mortgagee, shall pay to the order of Assignee all sums assigned to Assignee, and shall recognize Assignee's rights as Mortgagee to collect and receive the same and to institute and maintain any suit or proceedings therefore. Said attornment

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shall be effective and self-operative without the execution of any further documents on the part of any of the parties hereto immediately upon receipt by Mortgagor of written notice of said assignment from Assignee.

9. Mortgagor covenants and agrees that it will comply with all of the terms and obligations of the First Mortgage on its part to be performed, including, without limitation, making timely payments as set forth therein. In the event of any default by Mortgagor under the first Mortgage, Mortgagee shall have the right, but not the obligation, to cure such default.

10. Upon Mortgagor's breach of any covenant or agreement of Mortgagors: (i) in this Mortgage or the Note, including the covenants to pay when due any sums secured by this Mortgage; or (ii) in the First Mortgage; or (iii) in any other agreement, note or mortgage entered into or given by Mortgagor with or to Mortgagee, then Mortgagee at Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without demand or notice and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of evidence, abstracts, title reports and reasonable attorney fees.

11. Mortgagor shall, prior to acceleration as provided herein or abandonment of the Property, have the right to collect and retain any rents as they become due and payable. Upon acceleration as provided herein or abandonment of the Property, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

12. If all or any part of the Property or an interest therein is sold, transferred, conveyed, encumbered or assigned by Mortgagor, or if any contract to do any of the same is entered into by Mortgagor, without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Any forbearance in exercising of this right shall not be a waiver of or preclude the exercise of this right at any time in the future.

13. Notwithstanding anything herein provided, Maker's liability hereunder shall be enforceable only out of the property described in this Second Mortgage and such other collateral, if any, as Mortgagee may now or hereafter hold as security for payment of the debt evidenced hereby. No partner of the

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Cook County Clerk's Office, this 1st day of January, 2019.

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Mortgagor shall have any personal liability for the repayment of the obligations evidenced by the Note or this Second Mortgage. The lien of any judgment against Mortgagor in any proceeding instituted on or in connection with the Note or this Second Mortgage or both shall not extend to any property now or hereafter owned by Mortgagor or any partner of Mortgagor other than the property described in this Second Mortgage and the aforesaid other collateral, if any, provided, however, that nothing in this Second Mortgage shall be, or be deemed to be, a release or impairment of said indebtedness or the lien of this Second Mortgage upon the property covered by this Second Mortgage, or to preclude the Payee from foreclosing the Mortgage in case of default hereunder or under the Second Mortgage or from enforcing any of the rights under this Second Mortgage.

14. This Second Mortgage and the lien and security interests evidenced, granted and created hereby and by any and all other documents evidencing and securing the loan secured hereby, shall at all times be subject and subordinate to (a) that certain Mortgage, Assignment of Leases and Security Agreement dated May 5, 1988 and recorded with the Cook County, Illinois Recorder of Deeds ("Recorder") on May 25, 1988 as Document No. 88224437, as amended by that certain Note and Mortgage Modification Agreement dated ~~June 17, 1993~~ August 23, 1993 and recorded with the Recorder on August 23, 1993, both respecting that certain Promissory Note dated May 5, 1988 ("Travelers Note") in the original principal amount of \$21,500,000 and in the current principal amount of \$20,000,000, made by Mortgagor to the order of The Travelers Insurance Company ("Travelers"), which documents, together with any and all documents evidencing and securing the loan evidenced by the Travelers Note are collectively the "Travelers Loan Documents", and (b) the Travelers Loan Documents, and to the liens, security interests and the terms and conditions contained therein, as the Travelers Loan Documents and said terms and conditions may from time to time be amended, renewed, modified, extended, supplemented, rearranged, replaced and/or consolidated, all as more particularly set forth in that certain Consent to Subordinate Financing - Acknowledgement to Subordinate Status dated August 17, 1993, 1993 among Mortgagor, Mortgagee and Travelers recorded with the Recorder on August 23, 1993 as Document No. 93666501 the terms and provisions of which are hereby incorporated by reference as if fully set forth herein

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including but without limitation, Section 11(g) thereof respecting prohibition of the termination of leases of space at the Property by Mortgagee.

IN WITNESS WHEREOF, Mortgagor has executed this SECOND MORTGAGE at Chicago, Illinois, this 17 day of August, 1993.

ATTEST:

AMALGAMATED TRUST & SAVINGS
BANK, an Illinois corporation

[Corporate Seal]

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and made a part hereof.

By _____
Address _____
Signature of Trustee _____

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DATE 01/11/01 BY 60322 UCBAW/STP

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STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this ____ day of _____, 1993, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of AMALGAMATED TRUST & SAVINGS BANK, an Illinois corporation, and that he as such officer, being authorized to do so executed the foregoing instrument in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

(Notarial Seal)

My Commission Expires:

This instrument prepared by: *AND MARK TO!*

Peter A. Hess, Esq.
BAKER & MCKENZIE
One Prudential Plaza
130 East Randolph Drive
Chicago, Illinois 60601

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RIDER ATTACHED TO: Second Mortgage

DATED: 8/17/93

This MORTGAGE/TRUST DEED is executed by **AMALGAMATED TRUST & SAVINGS BANK**, not personally but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such trustee (and said **AMALGAMATED TRUST & SAVINGS BANK**, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said **AMALGAMATED TRUST & SAVINGS BANK** personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied herein contained, including but not limited to warranties, indemnifications and hold harmless representations made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said **AMALGAMATED TRUST & SAVINGS BANK** personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any. In the event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

**AMALGAMATED TRUST & SAVINGS, NOT
INDIVIDUALLY, BUT AS TRUSTEE UNDER
TRUST NO. 4951**

BY:

Michelle Hofstra
Asst. VICE PRESIDENT

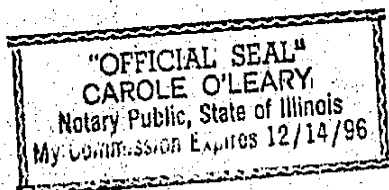
ATTEST:

Edmund C. Swiegard
ASSISTANT SECRETARY

STATE OF ILLINOIS) SS
COUNTY OF COOK)

McHenry

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that
Michelle Hofstra, VICE PRESIDENT, of AMALGAMATED TRUST & SAVINGS BANK,
and Ed Swiegard, ASSISTANT SECRETARY, of said banking corporation, personally
known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and
Assistant Secretary, respectively, appeared before me this day, in person, and acknowledged that they signed and delivered the
said instrument as their own free and voluntary acts, and as the free and voluntary act of said banking corporation, as Trustee,
for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as
custodian of the corporate seal of said banking corporation, did affix the said corporate seal of said banking corporation to said
instrument as her own free and voluntary act, and as the free and voluntary act of said banking corporation as Trustee for the
uses and purposes herein set forth.



GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS 17th DAY OF August, 19 93

BY:

Carole O'Leary
NOTARY PUBLIC

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EXHIBIT A

Legal Description

PARCEL 1:

LOT 3 (except the Southwesterly 1.04 feet thereof);

LOT 7;

That part of Lot 8 described as follows:

Beginning at the Northeast corner of Lot 10; thence North 0 Degrees 15 Minutes 50 Seconds East on the East line of Lot 10 extended North a distance of 6.5 feet; thence North 89 Degrees 44 Minutes 10 Seconds West a distance of 15 feet to the West line of Lot 8; thence South 0 Degrees 15 Minutes 50 Seconds West a distance of 6.5 feet to the North line of Lot 10; thence South 89 Degrees 44 Minutes 10 Seconds East a distance of 15.0 feet to the point of beginning.

LOT 9 (except the South 8.5 feet of the East 18.25 feet of the West 33.0 feet thereof, also except the North 1.00 feet of the South 9.5 feet of the East 18.25 feet of the West 33.0 feet thereof, also except the South 1.00 feet of the East 241 feet thereof);

LOTS 10 through 17, both inclusive, and

Outlots A & B

All of the above in the Landings Planned Unit Development, a Subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, according to the plat thereof recorded on August 15, 1985 as Document No. 85,148,127 in Cook County, Illinois.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED EXCEPTION PARCELS A, B, C, D, E AND F:

EXCEPTION PARCEL A:

A North and South 30 foot wide roadway of uniform width being a tract of land with its East and Southeasterly line described as follows, said 30 foot wide roadway lying to the West and Northwest of that part of Outlot A in the Landings Planned Unit Development being a subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian described as beginning at a point on the North line of Outlot A, said point being at the Northeast corner of said Outlot A; thence South 0 Degrees 15 Minutes 50 Seconds West on the East line of said Outlot A, a distance of 794.45 feet to a point on the Northwestern right of way line of the Public Service Company of Northern Illinois, said point being on the Southeasterly line of Outlot A; thence South 25 Degrees 22 Minutes 17 Seconds West on the last described line, a distance of 226.44 feet to a bend point in Outlot A; the following 3 courses being on the Southeasterly line of Outlot A; thence South 25 Degrees 14 Minutes 34 Seconds West a distance of 894.67 feet; thence South 0 Degrees 03 Minutes 26 Seconds West a distance of 7.18 feet; thence South 25 Degrees 29 Minutes 28 Seconds West, a distance of 499.73 feet to the most Southeasterly corner of Outlot A, said point being on the North line of 170th Street in Cook County, Illinois.

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EXCEPTION PARCEL B:

That part of Outlot A and Outlot B in the Landings Planned Unit Development being a subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the point of intersection of the North line of Outlot A, said North line being a line 2319.72 feet North of and parallel with the South line of said Southwest 1/4, and the East right of way line of Torrence Avenue, being the Westerly line of said Outlot A extended Northerly; thence South 89 Degrees 44 Minutes 10 Seconds East on the North line of Outlot A and B a distance of 1285.31 feet; thence South 64 Degrees 37 Minutes 43 Seconds East a distance of 287.48 feet to the Southeasterly line of Outlot B, being the Northwestern right of way line of Public Service Company of Northern Illinois; thence South 25 Degrees 22 Minutes 17 Seconds West on the last described line a distance of 66.0 feet; thence North 64 Degrees 37 Minutes 43 Seconds West a distance of 291.10 feet to a point of curve; thence Northwesterly on the arc of a circle convex to the Northeast, having a radius of 267.0 feet and an arc distance of 117.00 feet to a point of tangent; thence North 89 Degrees 44 Minutes 10 Seconds West parallel to the North line of Outlot A, a distance of 1142.69 feet (the last described line being 33.0 feet South of and parallel with the North line of Outlot A) to the Easterly right of way line of Torrence Avenue aforesaid; thence North 3 Degrees 40 Minutes 10 Seconds East on said Easterly right of way and said line extended a distance of 33.06 feet to the point of beginning, all in Cook County, Illinois.

EXCEPTION PARCEL C:

That part of Outlot A in the Landings Planned Unit Development being a subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the North line of Outlot A, said North line being a line 2319.72 feet North of and parallel with the South line of said Southwest 1/4, and the East right of way line of Torrence Avenue being the Westerly line of said Outlot A extended Northerly; thence South 3 Degrees 40 Minutes 10 Seconds West on the Westerly line of said Outlot A, a distance of 436.88 feet; thence South 3 Degrees 12 Minutes 32 Seconds West on the Westerly line of said Outlot A, a distance of 383.14 feet to a point on a line 818.75 feet South of and parallel to the North line of said Outlot A for the point of beginning of the center line of a 50 foot wide roadway, 25 feet on either side of the following described line; thence North 86 Degrees 44 Minutes 21 Seconds East a distance of 366.31 feet; thence South 89 Degrees 44 Minutes 10 Seconds East a distance of 545.06 feet to the Easterly end of said 50 foot roadway, in Cook County, Illinois.

EXCEPTION PARCEL D:

That part of Outlot A in the Landings Planned Unit Development bounded and described as follows:

Beginning at the most Southeasterly corner of Lot 1 aforesaid, thence South 25 Degrees 14 Minutes 34 Seconds West on the Southwesterly prolongation of the Easterly line of said Lot 1, a distance of 50.0 feet; thence North 64 Degrees 45 Minutes 26 Seconds West a distance of 93.0 feet; thence South 25 Degrees 14 Minutes 34 Seconds West a distance of 82.32 feet; thence North 37 Degrees 48 Minutes 25 Seconds West a distance of 5.61 feet to an angle point of said Lot 1; thence North 25 Degrees 14 Minutes 34 Seconds East on a line of said Lot 1, a distance of 129.78 feet to an angle point of said Lot 1; thence South 64 Degrees 45

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Minutes 26 Seconds East on a line of said Lot 1, a distance of 98.0 feet to the point of beginning.

EXCEPTION PARCEL E:

That part of Outlot A in the Landings Planned Unit Development bounded and described as follows:

Beginning at the Northwesterly corner of Lot 1 aforesaid, thence North 64 Degrees 45 Minutes 26 Seconds West on the Northwesterly prolongation of the Northerly line of said Lot 1 a distance of 7.0 feet; thence South 25 Degrees 14 Minutes 34 Seconds West a distance of 180.0 feet to a point on a line of said Lot 1; thence South 64 Degrees 45 Minutes 26 Seconds East on a line of said Lot 1 a distance of 7.0 feet to an angle point of said Lot 1; thence North 25 Degrees 14 Minutes 34 Seconds East on a line of said Lot 1 a distance of 180.0 feet to the point of beginning.

EXCEPTION PARCEL F:

That part of Outlot A described as follows:

Commencing at the most Southwesterly corner of Lot 9; thence South 89 Degrees 44 Minutes 10 Seconds East in the South line of Lot 9 a distance of 14.75 feet to the point of beginning, thence continuing South 89 Degrees 44 Minutes 10 Seconds East a distance of 3.25 feet to the West line of Lot 8; thence South 0 Degrees 15 Minutes 50 Seconds West a distance of 168.5 feet; thence North 89 Degrees 44 Minutes 10 Seconds West a distance of 3.25 feet; thence North 0 Degrees 15 Minutes 50 Seconds East a distance of 168.5 feet to the point of beginning, all in the Landings Planned Unit Development, being a Subdivision of part of the Southwest Quarter of Section 15, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Easements appurtenant to and for the benefit of Parcel 1 for the purposes of parking, ingress and egress, passage and accommodation of pedestrians, "Common Utility Facilities" and for "Common Area Improvements", as set forth, defined and limited in Section 2.2(a), 2.2(b), 2.2(c), 2.3 and 2.5 of that certain Declaration of Reciprocal Easements and Operating Covenants recorded August 16, 1985 as Document No. 85,149,087, as amended by First Amendment to said Declaration, recorded December 18, 1985 as Document No. 85,329,731, and as further amended by Second Amendment to said Declaration, recorded March 11, 1988 as Document No. 88,103,519, and as modified by Assumption Agreements recorded October 2, 1985 as Document 85,216,669, October 15, 1985 as Document No. 85,235,392, October 15, 1985 as Document No. 85,235,396, August 16, 1985 as Document No. 85,149,097 and August 16, 1985 as Document No. 85,149,098, over and across "Common Areas" as that term is defined and limited therein, excepting from said "Common Areas" those portions thereof falling within Parcel 1 hereinabove.

PARCEL 3:

Easements appurtenant to and for the benefit of Parcel 1 for all "construction", as defined in Section 4.1; maintenance and repair of Parcel 1 improvements and for storage of materials and equipment as set forth, defined and limited in Section 4.5 of the Declaration set forth in Parcel 2 hereinabove, as amended and assumed, over and across "Common Areas" as that term is defined and limited therein, excepting from said "Common Areas" those portions thereof falling within Parcel 1 hereinabove and/or falling within Lots 4 or 5 in said Landings Planned Unit Development.

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Permanent Tax Numbers: 30-19-300-014 Volume: 225
(Affects Lot 3)
30-19-300-018
(Affects Lot 7)
30-19-300-019
(Affects Lot 8)
30-19-300-020
(Affects Lot 9)
30-19-300-021
(Affects Lot 10)
30-19-300-022
(Affects Lot 11)
30-19-300-023
(Affects Lot 12)
30-19-300-024
(Affects Lot 13)
30-19-300-025
(Affects Lot 14)
30-19-300-026
(Affects Lot 15)
30-19-300-027
(Affects Lot 16)
30-19-300-028
(Affects Lot 17)
30-19-300-029
(Affects Outlot A)
30-19-300-030
(Affects Outlot B)

Common Address:

The Landings Shopping Center
the northeast corner of Torrence Avenue
(Route 83) and 17th Street
Lansing, Illinois

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