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MORTGAGE 3 9 0 8 3 1 4

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THIS MORTGAGE made and entered into this 5TH day of NOVEMBER, 1993, by and between QUENZO MARTINO, A MARIED MAN (herein, together with their heirs, successors and assigns, including each person now or hereafter claiming any interest in the Premises hereinafter referred to, called "Mortgagor"), as Grantor and Mortgagor, to PLAZA BANK, an Illinois banking corporation, whose address is 7460 West Irving Park Road, Norridge, Illinois 60634, (herein together with its successors or assigns, called "Mortgagee").

W I T N E S S E T H I

WHEREAS, Mortgagor is the owner in fee of that certain piece, parcel or tract of real property and the improvements located thereon, situated in the City of RIVER GROVE, COOK County, Illinois, and more generally described as 8966 W. GRAND AVENUE, Illinois, and more fully described in Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Mortgagor has executed and delivered to Mortgagee (herein, together with its successors and assigns, including each and every owner and holder of Note hereinafter sometimes also referred to as "Lender" or "Holder") Mortgagor's Promissory Note dated as of the date hereof, bearing interest as therein stated, in the principal sum of \$140,000.00, payable to the order of Mortgagee (hereinafter referred to as "Note"); and

WHEREAS, the indebtedness evidenced by the Note, including the principal thereof and interest and premium, if any, thereon and all extensions and renewals thereof in whole or in part and any and all other sums which may at any time be due and owing or required to be paid as provided for in the Note or herein, and any other indebtedness of the Mortgagor, payable to the Mortgagee, evidenced by a promissory note, or a guaranty of a promissory note, executed and delivered by Mortgagor while the Note remains unpaid, stating that said indebtedness is secured by this Mortgage, including the principal thereof and interest and premium, if any, thereon and all extensions and renewals thereof in whole or in part and any and all other sums which may at any time be due and owing or required to be paid as provided for in said promissory note or herein, are herein called the "Indebtedness Hereby Secured". At no time shall the principal amount of the Indebtedness Hereby Secured, not including the sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note, plus One Million (\$1,000,000.00) Dollars.

NOW, THEREFORE:

GRANTING AND PLEDGING PROVISIONS

For good and valuable consideration, including the Indebtedness Hereby Secured herein recited, the receipt of which is hereby acknowledged, Mortgagor does hereby GRANT, DEMISE, CONVEY, ALIEN, TRANSFER and MORTGAGE unto the Mortgagee and its successors and assigns forever, under and subject to the terms and conditions herein set forth, all and sundry the rights, interest, and property hereinafter described (herein together called the "Premises"), to wit:

(a) All of the real estate described in Exhibit "A" attached hereto and made a part hereof in fee simple;

(b) All right, title, and interest of Mortgagor in and to any other rights, interests of greater estate in the Premises or other rights and properties comprising the Premises, now owned or hereafter acquired by Mortgagor;

(c) All buildings and other improvements now or at any time hereafter constructed or erected upon or located on the Premises, together with all tenements, easements, fixtures and appurtenances thereto belonging (the Fee Parcel being herein called the "Real Estate"); together with and including, but not limited to, all fixtures, equipment, machinery, appliances and other articles and attachments now or hereafter forming part of, attached to, or incorporated in any such buildings or improvements (all herein generally called the "Improvements");

BOX 333

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(d) All privileges, reservations, allowances, hereditaments, tenements, and appurtenances now or hereafter belonging or pertaining to the Real Estate or Improvements;

(e) All estates, right, title, and interest of Mortgagor in any and all leases, subleases, arrangements or agreements relating to the use and occupancy of the Real Estate and Improvements or any portion thereof, now or hereafter existing or entered into (all herein generally called "Leases"), together with all cash or security deposits, advance rentals and other deposits or payments of similar nature given in connection with any Leases;

(f) All rents, issues, profits, royalties, income, avails and other benefits now or hereafter derived from the Real Estate and Improvements, under Leases or otherwise (all herein generally called "Rents"), subject to the right, power and authority given to the Mortgagor in the Assignment hereinafter referred to, to collect and apply the rents;

(g) Any interests, estates or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the Real Estate or Improvements or other rights, interests or properties comprising the Premises now owned or hereafter acquired;

(h) All right, title, and interest of Mortgagor now owned or hereafter acquired in and to: (i) any land or vaults lying within the right-of-way of any street or alley, open or proposed, adjoining the Real Estate; (ii) any and all alleys, sidewalks, strips and gores of the land adjacent to or used in connection with the Real Estate and Improvements; (iii) any and all rights and interests of every name or nature forming part of or used in connection with the Real Estate and/or the operation and maintenance of the Improvements; and (iv) all easements, rights-of-way and rights used in connection with the Real Estate or Improvements or as a means of access thereto;

(i) All the estate, interest, right, title or claim or demand which Mortgagor now has or may hereafter have or acquire with respect to: (i) the proceeds of insurance in effect with respect to the Premises; and (ii) any and all awards, claims for damages and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceedings, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Premises, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (all herein generally called "Awards");

TO HAVE AND TO HOLD the premises and each and every part thereof unto the Mortgagee, its successors and assigns forever, for the purposes and upon the uses herein set forth.

FOR THE PURPOSE OF SECURING:

(a) The equal and ratable payment of principal and interest and premium, if any, on the Note and all modifications, extensions and renewals thereof, according to their tenor and effect, without preference or priority of principal over interest or interest over principal;

(b) Payment of all other Indebtedness Hereby Secured with Interest thereon;

(c) Performance by Mortgagor of all obligations of Mortgagor hereunder and all agreements of Mortgagor incorporated by reference herein or contained herein whether or not the Mortgagor shall be personally obligated or liable therefor;

(d) Performance and observance of all the terms, provisions, conditions, and agreements on Mortgagor's part to be performed and observed under and pursuant to that certain Assignment of Rents dated the date hereof (herein called the "Assignment") from Mortgagor to Mortgagee given as additional security for the Indebtedness Hereby Secured;

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2. The Mortgagee will promptly repair, restore or rebuild any building or improvement now or hereafter on the premises which may become damaged or destroyed by fire, lightning, explosion, riot, strike, sabotage, war, insurrection, rebellion, terrorism, or other cause, and shall keep the premises in good condition and repair, without charge, and shall pay for the cost of such repairs, restoration or rebuilding. The Mortgagee shall also be responsible for the cost of any necessary repairs, restoration or rebuilding of the premises which may become damaged or destroyed by fire, lightning, explosion, riot, strike, sabotage, war, insurrection, rebellion, terrorism, or other cause, and shall keep the premises in good condition and repair, without charge, and shall pay for the cost of such repairs, restoration or rebuilding.

3. The Mortgagee shall promptly repair, restore or rebuild any building or improvement now or hereafter on the premises which may become damaged or destroyed by fire, lightning, explosion, riot, strike, sabotage, war, insurrection, rebellion, terrorism, or other cause, and shall keep the premises in good condition and repair, without charge, and shall pay for the cost of such repairs, restoration or rebuilding. The Mortgagee shall also be responsible for the cost of any necessary repairs, restoration or rebuilding of the premises which may become damaged or destroyed by fire, lightning, explosion, riot, strike, sabotage, war, insurrection, rebellion, terrorism, or other cause, and shall keep the premises in good condition and repair, without charge, and shall pay for the cost of such repairs, restoration or rebuilding.

4. The Mortgagee shall promptly repair, restore or rebuild any building or improvement now or hereafter on the premises which may become damaged or destroyed by fire, lightning, explosion, riot, strike, sabotage, war, insurrection, rebellion, terrorism, or other cause, and shall keep the premises in good condition and repair, without charge, and shall pay for the cost of such repairs, restoration or rebuilding. The Mortgagee shall also be responsible for the cost of any necessary repairs, restoration or rebuilding of the premises which may become damaged or destroyed by fire, lightning, explosion, riot, strike, sabotage, war, insurrection, rebellion, terrorism, or other cause, and shall keep the premises in good condition and repair, without charge, and shall pay for the cost of such repairs, restoration or rebuilding.

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Apply the proceeds of insurance to reimburse the Mortgagee for the cost of repairing, replacing or rebuilding the Premises or part thereof subject to insured casualty, as provided for in Section 12 hereof; and in such case the Mortgagee hereby covenants and agrees forthwith to commence and to diligently prosecute such repairing, replacing, rebuilding or rebuilding provided always that the Mortgagee shall pay all costs of such repairing, replacing, rebuilding or rebuilding in excess of the proceeds of insurance, or, if Mortgagee shall elect not to restore, repair, replace or rebuild, then Mortgagee shall:

(b) In the event of any insured damage to or destruction of the Premises or any part thereof (herein called an "insured casualty"), the Holder (or the collection Agent on its behalf) may, at its election, either:

(a) In case of loss covered by policy of insurance, the Holder or, after entry of decree for foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be, it hereby authorizes at its option either (1) to settle and adjust any claim under such policy without the consent of the Mortgagee, or (2) allow the Mortgagee to agree with the insurance company or companies on the amount to be paid upon the loss; provided, that the Mortgagee may treat its adjusted losses aggregating not in excess of fifty thousand (\$50,000.00) dollars, and provided further that in any case the Mortgagee (at the election of the Holder or the collection Agent on its behalf, it so directed) shall, and it hereby authorizes to, collect and receive for any such insurance proceeds, and the expenses incurred by the Mortgagee, Holder or collection Agent in the adjustment and collection of insurance proceeds shall be as much as additional independent expenses hereby secured, and shall be reimbursed to Holder upon demand.

10. The Mortgagee will give the Mortgagee, each Holder and the collection Agent prompt notice of any damage to or destruction of the Premises, and:

(d) Each policy of insurance shall be endorsed to provide that (1) it may not be cancelled or amended except upon ten (10) days prior written notice to collection Agent and Holder; and (2) no act or negligence of the insured or any occupant, and no occupancy of the Premises or use thereof for purposes more hazardous than permitted by the terms of the policy will affect the validity or enforceability of the insurance as against the Mortgagee or any Holder.

(1) If pursuant to the terms of such lease, such insurance is to be maintained for the benefit of both Lessor and any Mortgagee of Lessor, the Holder will accept such policy or policies in lieu of policies required by section 8 or this section 9 hereof, provided that the policies furnished by such Lessee meet the requirements set forth in section 8 and this section 9 hereof; and (2) In the event any such Lessee shall fail to keep such insurance in full force and effect, and deliver the same as provided for in section 8 and this section 9 hereof, such policy or policies as required by section 8 and this section 9 hereof shall obtain and deliver such policy or policies as required by section 8 and this section 9 hereof.

(c) If under the terms and provisions of any lease now in effect or of any other lease specifically approved by the Holder, the Lessee under such lease is required to maintain insurance in the types and amounts as set forth in Section 8 hereof, then:

(b) Mortgagee will deliver all policies, including additional and renewal policies to the collection Agent for the benefit of the Holder, and in case of insurance policies about to expire, the Mortgagee will deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

(a) All policies of casualty insurance shall have attached thereto mortgage clauses or endorsements in favor of and with loss payable to the Holder as the interest may appear, all in form satisfactory to Holder.

9. All policies of insurance to be maintained and provided as required by Section 8 hereof shall be in form and substance, and written by companies and in amounts (subject to the provisions of section 8 hereof) satisfactory to the Holder and in connection with such insurance.

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12. The holder of the policy shall be deemed to have accepted the terms and conditions of the policy and to have agreed to pay the premium for the policy and to have agreed to indemnify the insurer for the loss or damage to the property insured under the policy.

(1) It is a condition of the policy that the insured shall not be entitled to recover under the policy for any loss or damage to the property insured unless the insured has taken all such steps as are reasonable in all the circumstances to prevent or minimize the loss or damage to the property insured.

(2) The insured shall be deemed to have agreed to indemnify the insurer for the loss or damage to the property insured under the policy in accordance with the terms and conditions of the policy and to have agreed to pay the premium for the policy.

(3) No interest shall be allowed on the amount payable under the policy for any loss or damage to the property insured unless the insured has taken all such steps as are reasonable in all the circumstances to prevent or minimize the loss or damage to the property insured.

(4) At all times the insured shall be deemed to have agreed to indemnify the insurer for the loss or damage to the property insured under the policy in accordance with the terms and conditions of the policy and to have agreed to pay the premium for the policy.

(5) Funds other than proceeds of insurance shall be distributed prior to the distribution of such proceeds.

(6) No payment shall be made by the insurer to the insured for any loss or damage to the property insured unless the insured has taken all such steps as are reasonable in all the circumstances to prevent or minimize the loss or damage to the property insured.

(7) The insured may, in any event, require that all claims and applications for payment under the policy be referred to arbitration.

(8) The insured shall be deemed to have agreed to indemnify the insurer for the loss or damage to the property insured under the policy in accordance with the terms and conditions of the policy and to have agreed to pay the premium for the policy.

(9) In the event the insured is entitled to reimbursement out of the policy for any loss or damage to the property insured, the insured shall be deemed to have agreed to indemnify the insurer for the loss or damage to the property insured.

(10) In the event that the insured is entitled to reimbursement out of the policy for any loss or damage to the property insured, the insured shall be deemed to have agreed to indemnify the insurer for the loss or damage to the property insured.

(11) Apply the provisions of the policy to the insured as if the insured were the insured under the policy and to the insurer as if the insurer were the insurer under the policy.

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(e) No financing statement covering any of the collateral or any proceeds thereof is on file in any public office except pursuant hereto, and Mortgagee will at its own cost and expense, upon demand, furnish to the Mortgagee and Holder such further information and will execute and deliver to the Mortgagee or any Holder such financing statements and other documents in form satisfactory to

(d) The only persons having any interest in the premises are (i) the Mortgagee; (ii) the Holder; and (iii) Lessees under existing leases.

(c) The collateral will be kept at the Real Estate Company in the premises, and will not be removed therefrom without the consent of the Holder and Mortgagee (being the secured party as that term is used in the code) and the collateral may be affixed to the Real Estate but will not be affixed to any other real estate.

(b) The collateral is to be used by the Mortgagee solely for business purposes, being installed upon the premises for Mortgagee's own use or as the equipment and furnishings by Mortgagee, as landlord, to tenants of the premises.

(a) The Mortgagee (being the debtor as that term is used in the code) is and will be the true and lawful owner of the collateral.

22. In addition to the lien which this Mortgage places upon the real estate conveyed hereunder, this Mortgage also constitutes a security agreement under the Uniform Commercial Code of the State of Illinois (herein called the "code") with respect to all rents, issues, profits and avails of any lease of the premises, and with respect to any part of the premises which may or might now or hereafter be deemed to be personal property, fixtures or property other than real estate (all for the purpose of this section called "collateral") all of the terms, provisions, conditions, and agreements contained in this Mortgage shall apply to the collateral as fully and to the same extent as to any other property comprising the premises; and the following provisions of this section shall not limit the generality or applicability of any other provision of this Mortgage but shall be in addition thereto:

(d) (c) Transfer of the premises, or parts thereof, or interest therein or any beneficial interest, whether of stock or partnership or joint venture instruments, the transfer of which would otherwise result in an event of default pursuant to the provisions of Section 20 hereof, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner, heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committee.

(b) The lien of current taxes and assessments not in default; (c) Liens securing the indebtedness hereby secured;

21. The provisions of Section 20 hereof shall not apply to the following transactions and encumbrances, each of which shall be deemed consented to:

In each case whether any such conveyance, sale, assignment, transfer, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise, the provisions of this Section 20 shall be operative with respect to, and shall be binding upon any person who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the premises, or such beneficial interest in, share of stock of or partnership or joint venture interest.

(c) If the Mortgagee is or at any time shall be a partnership or joint venture, any partner or joint venture thereof shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, pledge, mortgage, security interest or other encumbrance or alienation of any part of the general partnership or joint venture interest, as the case may be, or such partnership or joint venture.

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26. Upon, or at any time after, the expiry of a certificate of registration, the holder of the certificate may, at his option, apply to the Registrar for a certificate of registration in respect of the same premises, and the Registrar may, if he is satisfied that the premises are suitable for the purpose, issue such a certificate. The holder of a certificate of registration may, at any time, apply to the Registrar for a certificate of registration in respect of the same premises, and the Registrar may, if he is satisfied that the premises are suitable for the purpose, issue such a certificate. The holder of a certificate of registration may, at any time, apply to the Registrar for a certificate of registration in respect of the same premises, and the Registrar may, if he is satisfied that the premises are suitable for the purpose, issue such a certificate.

25. When the independent liability is secured, or any part thereof, shall become due, whether by operation of law or otherwise, the holder of the certificate of registration shall be deemed to have assigned to the independent liability the benefit of the certificate of registration, and the independent liability shall be deemed to be secured by the certificate of registration. The holder of the certificate of registration shall be deemed to have assigned to the independent liability the benefit of the certificate of registration, and the independent liability shall be deemed to be secured by the certificate of registration. The holder of the certificate of registration shall be deemed to have assigned to the independent liability the benefit of the certificate of registration, and the independent liability shall be deemed to be secured by the certificate of registration.

24. When the independent liability is secured, or any part thereof, shall become due, whether by operation of law or otherwise, the holder of the certificate of registration shall be deemed to have assigned to the independent liability the benefit of the certificate of registration, and the independent liability shall be deemed to be secured by the certificate of registration. The holder of the certificate of registration shall be deemed to have assigned to the independent liability the benefit of the certificate of registration, and the independent liability shall be deemed to be secured by the certificate of registration.

23. If the premises shall be abandoned, the holder of the certificate of registration shall be deemed to have assigned to the independent liability the benefit of the certificate of registration, and the independent liability shall be deemed to be secured by the certificate of registration. The holder of the certificate of registration shall be deemed to have assigned to the independent liability the benefit of the certificate of registration, and the independent liability shall be deemed to be secured by the certificate of registration.

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44. Notwithstanding anything to the contrary herein contained, Mortgagee shall deposit with the holder (or the collection agent) on the behalf of the full amount (herein called the "Loan Amount") of such contract or which may be secured thereby, together with such amount as the holder may reasonably estimate as interest or penalties which might be due during the period of contract provided that in the event of such payment Mortgagee may furnish to holder a bond or other security in such amount and form, and issued by a bond or other insuring company, as may be satisfactory

(u) Mortgagee shall forthwith give notice of any contract loan to the holder, the holder and collection agent at the time the same shall be assigned

45. Notwithstanding anything to the contrary herein contained, Mortgagee shall have the right to contract by appropriate legal proceedings diligently prosecuted any taxon imposed or assessed upon the premises or which may be or become a lien thereon and any incumbrance, mortgage or other lien or claim for the same upon the premises (but herein called "contract loan"), and no contract loan shall constitute an event of default hereunder if, but only if

43. It is understood and agreed that the loan evidenced by the note and secured hereby is a purchase loan within the purview of section 600 of chapter 47 of the Illinois Revised Statutes (1989), or any substitute, amended or re-enacted hereafter, and that the purchase of the property is contemplated by

CHICAGO, ILLINOIS 60635

1742 N. MARSHFIELD

LORENZO MARTINO

(b) It is Mortgagee:

Northridge, Illinois 60624

7460 West Irving Park Road

FLAZA BANK

(a) It is the Mortgagee/Bank:

42. All copies of other communications requested or permitted hereunder shall be in writing and shall be deemed to be received by the party to whom they are directed within the time specified in the address shown below or at such other address as the parties hereto may contract in writing, except as otherwise provided in the parties hereto delivered or these (3) days after having been mailed by United States Mail, certified mail, return receipt requested, postage prepaid to the parties hereto

(17) Any violation of law, order, regulation, requirement or demand of governmental authority, or any action or requirement of the Mortgagee, which was based upon or in any way related to such insurance contracts including without limitation, reasonable and laboratory fees, contract costs, and litigation expenses.

(18) Any lawsuit brought or threatened, settlement reached, or government order relating to such insurance contracts and/or

(19) Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such insurance contracts.

(20) The presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the premises or the soil, water, vegetation, buildings, personal property,

(21) defend, indemnify and hold harmless Mortgagee, its employees, agents, officers and directors, from and against any claim, demand, suit, loss, damage or expense of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related

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LORENZO MARTINO, A MARRIED MAN

Lorenzo Martino

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed by each on the day, month, and year first above written.

(d) Mortgagor shall pay such contested lien and all lien amounts together with interest and penalties thereon (1) if and to the extent that any such contested lien shall be determined adverse to Mortgagor, or (2) forthwith upon demand by Mortgagor, any Holder or the collection agent, and notwithstanding any such contest, the premises shall be in jeopardy or in danger of being foreclosed or foreclosed; provided that if Mortgagor shall fail so to do, Mortgagor, any Holder or the collection agent may, but shall not be required to, pay all such contested liens and lien amounts and interest and penalties thereon and such other sums as may be necessary in the judgment of the Mortgagor, any Holder or the collection agent to obtain the release and discharge of such liens; and any amount advanced by Mortgagor, any Holder or the collection agent in so doing shall be so much additional indebtedness hereby secured bearing interest at the default rate until paid, and payable upon demand; and provided further, that Mortgagor, any Holder or the collection agent may and apply for the purpose non as provided in subsection (b) above and may demand payment upon any bond or title independently furnished as aforesaid.

(c) Mortgagor shall diligently prosecute the contest of any contested lien by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the premises, and shall permit the Mortgagor and Holder to be represented in such contest and shall pay all expenses incurred by the Mortgagor and Holder in so doing, including fees and expenses of counsel (all of which shall constitute so much additional indebtedness hereby secured bearing interest at the default rate until paid, and payable upon demand);

to Holder;

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STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Lorenzo Martino personally known to me to be the same person(s) whose name(s) LS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of November 1973.

My Commission Expires: 8/9/95

Denise K. Green
Notary Public



THIS INSTRUMENT WAS PREPARED BY: BARBARA J. HULP

PLEASE RETURN TO:
PLAZA BANK
7450 West Irving Park Road
Norrridge, IL 60634

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"EXHIBIT A"

LOTS 5 AND 6 IN BLOCK 4 IN WALTER G. MCINTOSH COMPANY'S RIVER PARK ADDITION, A
SUBDIVISION OF PART OF FRACTIONAL SECTIONS 27 AND 34, TOWNSHIP 40 NORTH, RANGE
12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
JUNE 15, 1925 AS DOCUMENT NUMBER 8948974 IN COOK COUNTY, ILLINOIS.

PIB: 12-21-224-021

STREET ADDRESS: 8966 WEST GRAND AVENUE, RIVER GROVE, IL

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