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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - LAW DIVISION

The CITY OF CHICAGO, a
Municipal Corporation,)

Plaintiff,)

v.)

THE PROCTOR & GAMBLE,
MANUFACTURING COMPANY, a
corporation of Ohio, et al.,)

Defendants.)

PROJECT: Access Easement
North Avenue and
Throop Street
(Northeast Corner)

CONDEMNATION

NO.: 91 L 51177

Parcel: 1 92L1211447

DEPT-OF HISC. \$55.00
T45555 TRAN 4999 01/06/93 16139100
49862 # 4-53-011892
COOK COUNTY RECORDER

JUDGMENT ORDER

THIS MATTER COMING ON TO BE HEARD upon the Complaint of the CITY OF CHICAGO, a municipal corporation, for the ascertainment of just compensation to be paid for the taking by said Plaintiff, for the uses and purposes in its Complaint mentioned and set forth, for the expansion of an existing access easement from that of an access easement of a restricted nature to one of an unrestricted, permanent, non-exclusive nature on the real property hereinafter described, the said Complaint to Condemn having been heretofore filed on October 17, 1991, and the Plaintiff, the CITY OF CHICAGO, a municipal corporation, appearing by: KELLY R. WELSH, Corporation Counsel; KATHLEEN RAMSFORD, Chief Assistant Corporation Counsel; RITA L. LEWANDOWSKI, Assistant Corporation Counsel, and JOHN D. MCDONOUGH, Assistant Corporation Counsel, its Attorneys; and the Defendant, the Proctor & Gamble Manufacturing Company, appearing by Robert Pugliese, Lord, Bissell & Brook.

The Court having jurisdiction of the Plaintiff and all of the Respondents to this suit who are interested in the real property legally described herein; and the subject matter hereof; and Defendant having appeared before the Court; and this Cause having been heretofore duly set for trial for the ascertainment of the just compensation to be paid for the taking of the unrestricted, permanent, non-exclusive access easement hereinafter described; which access easement is set forth in said Complaint to Condemn; testimony both oral and documentary, and arguments and representations of counsel in open Court having been heard; and the Court being fully advised in the premises, finds and determines that the just compensation to be paid by the Plaintiff herein to the owners for the access easement on the real property described as follows:

To the Owner or Owners of, and Party or Parties interested in Parcel 1 being the access easement on the real property legally described as follows:

Northeast corner of North Avenue and Throop Street (1232 West North Avenue 1685 Throop Street); P.I.N.'s 14-32-311-007; 14-32-321-007

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IT IS THEREFORE ORDERED AND ADJUDGED by the Court that the Plaintiff, within one hundred twenty (120) days from the entry of this Order, pay to the County Treasurer of Cook County, Illinois, for the benefit of the Owner or Owners of, and Party or Parties interested in said Parcel the sum of EIGHTY-FOUR HUNDRED AND NO/100 DOLLARS (\$9,400.00) as full compensation for the taking of said access easement aforesaid, for the uses and purposes set forth in its Complaint herein.

IT IS THEREFORE ORDERED AND ADJUDGED that upon payment as aforesaid, the Plaintiff herein shall be thereby vested with the unrestricted, permanent, non-exclusive access easement on the Parcel of real property as aforesaid; and thereupon said Plaintiff, the CITY OF CHICAGO, shall be authorized and empowered to enter upon and use said access easement so paid for.

Each party is responsible for its own fees and costs in pursuing this litigation. This Judgment Order amends the Grant of Easement, Document No. 88572900, recorded December 13, 1988 (a copy of which is attached hereto) as follows:

1. Page 2, Paragraph 2 delete the words "to the Existing Docks" and add the following "for unrestricted access to the Dominant Estate."
2. Page 3, Paragraph 7(b) should be deleted in its entirety. Add "General vehicular traffic is permitted."
3. Page 3, Paragraph 7(c) should be deleted in its entirety.
4. Page 3, Paragraph 8(b) should be deleted in its entirety.
5. Page 3, Paragraph 9(c) should be deleted in its entirety. Add "The Access Easement will be subject to the Grantee being responsible at its sole expense for all reasonable future maintenance, repair, snow removal, etc. of the easement including but not limited to repairs necessary to assure structural integrity of the Dominant Estate and all improvements located thereon. The Grantee will maintain a paved roadway on the Access Easement in good condition and repair suitable for general vehicular traffic."
6. Page 4, Paragraph 13, add

*To Grantee: CITY OF CHICAGO
Department of Fleet Management
1685 North Throop Street
Chicago, Illinois 60622

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Copies to: CITY OF CHICAGO
Department of Law
121 North LaSalle
Room 610
Chicago, Illinois"

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THE COURT FINDS that there is no just reason for delaying the enforcement of, or appeal from, said Judgment.

The Court retains jurisdiction of this matter for the purpose of adjudicating applications for authorization to withdraw compensation.

ENTER:

Earl A. Adress

Judge

Oct 29 1992

JUDGE EARL ADRESS
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CIRCUIT COURT

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GRANT OF EASEMENT

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These GRANTS OF EASEMENT are made between THE PROCTER AND GAMBLE MANUFACTURING COMPANY, an Ohio corporation (hereinafter referred to as "Company"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, under Trust Agreement dated August 10, 1988, and known as Trust No. 108192-01 ("the Trust") and THE THROUGH GROUP LIMITED PARTNERSHIP, an Illinois limited partnership ("the Partnership"), the beneficiary of the Trust (Trust and Partnership are sometimes collectively referred to herein as "grantee".)

WITNESSETH:

WHEREAS, Company has, by a separate instrument of even date herewith, conveyed to Trust the (a) estate described herein as Exhibit A attached hereto and made a part hereof (the "Dominant Estate"); and

WHEREAS, Company has retained a parcel adjacent to and directly south of the Dominant Estate which with the Dominant Estate forms one parcel of land prior to the above described conveyance. Such land is equally described in Exhibit B attached hereto and made a part hereof (the "Servient Estate"); and

WHEREAS, as a result of the location of the lot line dividing the Dominant Estate and the Servient Estate, five (5) existing truck docks ("the Existing Docks") in the south wall of the aforementioned warehouse on the Dominant Estate ("the Building") over border the lot line; and

WHEREAS, Grantee wishes to obtain an easement over and across the adjacent parcel owned by Company in order to service the Existing Docks under the circumstances and subject to the conditions set forth herein; and

WHEREAS, Grantee wishes to construct three (3) additional docks in the Building which will encroach onto the Servient Estate; and

WHEREAS, Company is willing to permit such construction, and such encroachment, upon the terms set forth below:

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), and of the covenants and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions hereby are made:

1. **GRANT OF ACCESS EASEMENT.** Company hereby grants to Grantee (its successors and assigns, a nonexclusive easement over and across that land equally described in Exhibit C attached hereto and made a part hereof and marked on the Plat of Easement attached hereto for the purposes and uses set forth herein. Such parcel shall be referred to hereafter as the Easement Parcel. The easement shall be referred to as the Access Easement.

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2. Use of Access Easement. The Access Easement hereby created is granted by Company, solely for the purpose of according to Grantee access over and across the Easement Parcel to the Existing Docks. The easement shall be appurtenant to the Dominant Estate and shall be perpetual, subject to the conditions set forth in paragraph 7 hereof.

3. Construction of New Docks. Grantee has requested that Company permit the construction of three (3) additional docks ("the New Docks") on the Building which will encroach onto the Servient Estate. Company is willing to grant such request on the following conditions:

(a) The New Docks will be located as shown on the diagram attached hereto as Exhibit D and made a part hereof.

(b) Prior to any construction of the New Docks, Grantee must submit to Company detailed plans and specifications for the New Docks, depicting their size and location and detailing the proposed grading of the land adjacent to such docks. No work may commence unless and until Company has approved such plans in writing, which approval may be withheld in Company's reasonable discretion.

(c) Grantee may use the Access Easement for the purpose of providing access for construction of the New Docks.

(d) Upon completion of the New Docks in accordance with the plans and specifications approved by Company, the Access Easement shall be extended to permit access to and use of the New Docks as well as the Existing Docks.

4. Encroachment Acknowledgment. Grantee acknowledges that the New Docks will encroach onto the Servient Estate and represent that such encroachment is solely the result of Company's willingness to grant the easement contained herein. Grantee disclaims any intention to acquire any right, title, or interest in or in the Servient Estate other than those rights expressly granted herein. Grantee hereby waives, releases, and disclaims, for itself, its successors, and assigns, any and all past, present, or future interest in the Servient Estate except as expressly provided herein.

5. Grant of Encroachment Easement. Company hereby grants to Grantee an exclusive easement (hereinafter "Encroachment Easement") appurtenant to the Dominant Estate to use that portion of the Servient Estate as will be occupied by the Building for the sole and limited purpose of maintaining the New Docks. This grant of easement shall not be construed to limit in any way the Company's right to approve the location of the New Docks or to insist that said docks be constructed in accordance with the plans and specifications approved by Company.

6. Remedial Action. Company agrees to execute a notice in reasonable form acknowledging the satisfactory completion of the New Docks if so requested by Grantee.

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7. Limitation on Encroachment.

(a) The right to use the Easement Parcel likewise for ingress and egress is expressly reserved by Company.
(b) Under no circumstances will the Access Easement be used by Grantee or its invitees for any purpose other than access to the existing Docks (or New Docks). General vehicular customer or employee traffic is prohibited.

(c) In the event (i) the Building is raised, removed, substantially destroyed or demolished from any cause whatsoever, or (ii) the Building shall be voluntarily or involuntarily damaged or altered to such an extent that, at any time, seventy-five percent (75%) or more of the square footage of the Building is not usable for warehouse or light manufacturing purposes or (iii) the Building is no longer used for warehousing or light manufacturing purposes, both the Access Easement and the Encroachment Easement shall cease, terminate and be forever extinguished. Grantee agrees in such event to execute and deliver a Balance of Encroachment in recordable form evidencing the termination of these encroachments.

8. Obligations of Company. Company covenants to and agrees with Grantee as follows:

(a) It will fully cooperate in allowing Grantee access to, over and across the Easement Parcel;

(b) It shall maintain a paved roadway on the Easement Parcel in good condition and repair, suitable for tractors, semi-trailers and trucks;

(c) It shall keep the Easement Parcel unobstructed, and will not construct any building, structure or improvement on the surface, or engage in any construction below the surface, of the Easement Parcel which will unreasonably interfere with the use of the Easement Parcel by Grantee.

9. Obligations of Grantee. Grantee covenants to and agrees:

(a) It shall promptly repair any damage to, or done to the Easement Parcel and shall be liable for all reasonably foreseeable damages caused thereby to Company; and

(b) It shall not install and/or maintain any structure or improvement, or any pipes, conduits, or wires, under, upon or over the Easement Parcel, except as otherwise permitted hereunder or under the Water Main Easement of even date herewith; and

(c) It shall maintain in a clean and tight condition all that portion of the Easement Parcel north of the paved roadway, between Thruway Street to the retaining wall perpendicular to the Building; and

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(d) It shall keep the Easement Parcel unobstructed so that at all times Company may use the Easement Parcel for vehicular access to the Servient Estate.

10. Survival of Benefits and Burdens. All provisions of this instrument shall run with the land, and shall be binding upon and shall inure to the benefit of the successors, assigns, tenants and legal representatives of the parties. Any and all obligations of the grantor herein may be enforced against any future legal and/or beneficial owner of the Dominant Estate.

11. Termination of Liability. Upon the transfer of ownership of either the Dominant Estate or the Servient Estate, liability of the transferor for breach of an covenant contained herein occurring after such transfer automatically shall terminate.

12. Costs of Litigation. If any legal action is brought for the enforcement of this Agreement or because of a dispute regarding an alleged breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action, in addition to any other relief to which it may be entitled.

13. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be delivered in person or sent by certified mail, postage prepaid and shall be deemed given when received at the following address, or at such other address as may hereafter be furnished in writing by either party to the other:

- To Company: The Procter & Gamble Manufacturing Company
2 Procter & Gamble Plaza
Cincinnati, Ohio
Attention: Manager, Real Estate Department
- With a copy to: Lord, Bissell & Brook
115 South LaSalle Street
Chicago, Illinois 60603
Attention: John W. Cook
- To Grantee: The Three Group Limited Partnership
c/o Hiffman Shaffer Anderson Inc.
118 S. Clinton, Suite 700
Chicago, Illinois 60606
Attention: John S. Shaffer
- With a copy to: Harold Pennerick
Bushman & Wolfe
102 N. LaSalle Street
Suite 1800
Chicago, IL 60601

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17. Surviving Law and Applicability. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. Insofar as possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such laws, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. Release of Estate. The parties may terminate this instrument by recording a notice in recordable form with directions for delivery to the grantee at its last address given pursuant hereto, whereupon all rights, duties and liabilities created hereby with respect to the instrument recited shall terminate. For convenience such instruments may refer to "the owner of record and parties interested" in the grant as "person".

19. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one Agreement.

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INSTRUMENT

Property of Cook County Clerk's Office

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parties have heretofore set their
of October, 1942.

THE TRUST GROUP
LIMITED PARTNERSHIP

By: General Partner

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, as
trustee, under Trust No.
106192-03

By: _____
Its _____

Attorney

88512988

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12th day of December, 1988.

THE PROCTER & GAMBLE MANUFACTURING COMPANY

THE TROOP GROUP LIMITED PARTNERSHIP

BY: _____

BY: [Signature]
General Partner

ACCOUNT: _____

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, under Trust No. 106192-03

BY: [Signature]

ACCOUNT: [Signature]

This instrument was prepared by and should be mailed to:

Mr. John H. Gost
Lord, Bissell & Brook
115 South LaSalle Street
Chicago, Illinois 60604

THIS INSTRUMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENTS REFERRED TO IN THE FOREGOING AND IS NOT VALID UNLESS ALL SUCH INSTRUMENTS ARE FILED WITH THIS OFFICE.

* [Signature]
* [Signature]
* [Signature]

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Property

EXHIBIT A

LEGAL DESCRIPTION

VACUEL :

THAT PART OF BLOCK 1 IN ILLINOIS STEEL COMPANY'S NORTH WYCK
 ADDITION TO CHICAGO, ALSO THAT PART OF VACATED NORTH PACIFIC
 AVENUE (FORMERLY LESTWOOD STREET) IN BLOCK 2 IN THE SUBDIVISION
 OF BLOCK 18 IN GREYFIELD'S ADDITION TO CHICAGO, ALSO ALL THAT
 PART OF VACATED MCNEIL STREET TOGETHER WITH ALL THAT PART OF
 VACATED REDFIELD STREET TOGETHER WITH THAT PART OF THE 16.4 FOOT
 VACATED ALLEY BETWEEN SAID REDFIELD STREET AND THAT PART OF THE
 ALSO LOTS 27 AND 31 IN CHICAGO LAND COMPANY'S SUBDIVISION OF
 BLOCKS 17, 18 AND 20 IN GREYFIELD'S ADDITION TO CHICAGO, IN THE
 SOUTH 1/2 OF SECTION 32, TOWNSHIP 48 NORTH, RANGE 14 EAST OF THE
 THIRD PRINCIPAL MERIDIAN, BEING TAKEN AS A TRACT, BOUNDED AND
 DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION
 OF THE NORTHERLY LINE OF WEST WILSON STREET WITH THE WESTERLY
 LINE OF BLOCK 1 AFORESAID; THENCE NORTH 62 DEGREES 11 MINUTES 11
 SECONDS EAST, ALONG SAID NORTHERLY LINE, 46.45 FEET TO THE
 WHEREABOUTS DESIGNATED POINT OF BEGINNING OF THE FOLLOWING
 DESCRIBED TRACT: THENCE CONTINUING NORTH 62 DEGREES 11 MINUTES
 11 SECONDS EAST, ALONG SAID NORTHERLY LINE, 9.94 FEET TO THE
 POINT OF INTERSECTION WITH THE NORTHWESTERLY EXTENSION IN THE
 SOUTHWESTERLY LINE OF SAID LOT 27; THENCE SOUTH 27 DEGREES 31
 MINUTES 09 SECONDS EAST, ALONG SAID NORTHWESTERLY EXTENSION AND
 TO THE SOUTHWESTERLY LINES OF LOTS 27 AND 31 AFORESAID, 239.41 FEET
 TO THE SOUTHWESTERLY CORNER OF SAID LOT 31; THENCE NORTH 42
 DEGREES 16 MINUTES 14 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF
 SAID LOT 31 AND ITS NORTHEASTERLY EXTENSION, BEING ALSO THE
 NORTHERLY LINE OF WEST MARANNA AVENUE, 121.12 FEET TO THE
 POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF NORTH
 THROUGH STREET, BEING ALSO THE SOUTHWESTERLY LINE OF SAID
 AFORESAID; THENCE SOUTH 27 DEGREES 30 MINUTES 30 SECONDS EAST,
 ALONG SAID NORTHEASTERLY LINE, 457.25 FEET TO THE SECOND POINT;
 THE EASTERLY LINE OF SAID NORTH THROUGH STREET; THENCE SOUTH
 10 MINUTES 11 SECONDS EAST, ALONG THE EAST LINE OF SAID
 THROUGH STREET, BEING ALSO THE WEST LINE OF BLOCK 1 AFORESAID,
 3.40 FEET TO A POINT 290.10 FEET NORTH OF THE SOUTH WEST CORNER
 OF BLOCK 1 AFORESAID; THENCE NORTH 62 DEGREES 30 MINUTES 11
 SECONDS EAST 267.30 FEET; THENCE SOUTH 27 DEGREES 30 MINUTES 11
 SECONDS EAST 96.19 FEET; THENCE NORTH 62 DEGREES 37 MINUTES 11
 SECONDS EAST 172.60 FEET TO A POINT ON THE WESTERLY DOCK LINE OF
 THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHWESTERLY AND
 WESTERLY ALONG SAID DOCK LINE, TO A POINT ON A LINE 30.00 FEET
 WESTERLY OF AND PARALLEL WITH THE NORTHERLY LINE WEST
 WILSON STREET AND ITS NORTHEASTERLY EXTENSION AFORESAID; THENCE
 SOUTH 62 DEGREES 11 MINUTES 52 SECONDS WEST, ALONG SAID PARALLEL
 LINE, 159.00 FEET TO A POINT ON A LINE 46.45 FEET NORTHEASTERLY
 UP AND PARALLEL WITH THE WESTERLY LINE OF SAID BLOCK 1; THENCE
 SOUTH 27 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE AFORESAID
 PARALLEL LINE, 66.00 FEET TO THE WHEREABOUTS DESIGNATED POINT OF
 BEGINNING, IN COOK COUNTY, ILLINOIS.

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Office

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Property

EXHIBIT B

THAT PART IN BLOCK 1 IN CHICAGO STEEL COMPANY'S NORTH BRIDGE
ADDITION TO CHICAGO, ALSO LOTS 1 TO 12, BOTH INCLUSIVE, TOGETHER
WITH LOTS 17 TO 21, BOTH INCLUSIVE, IN BLOCK 2 IN THE SUBDIVISION
OF BLOCK 11 IN SAID ADDITION TO CHICAGO, ALSO ALL REAL
ESTATE LYING EASTERLY OF AND ADJOINING LOTS 17 TO 21 AFORESAID
AND LYING WESTERLY OF THE WESTERLY DOCK LINE OF THE NORTH BRANCH
OF THE CHICAGO RIVER AS ESTABLISHED BY ORDINANCE OF THE CITY
OF CHICAGO, ALSO THAT PART DESIGNATED NORTH MAGNOLIA AVENUE (FOR-
MERLY FLEETWOOD STREET) IN BLOCK 1 AFORESAID, ALSO ALL OF THE
NORTHERLY AND SOUTHERLY 12 FOOT VACATED ALLEY IN BLOCK 2 AFOR-
SAID, ALSO ALL OF THE EAST AND WEST 18 FOOT VACATED ALLEY IN
BLOCK 2 AFORESAID, IN THE SOUTH 1/2 OF SECTION 12, TOWNSHIP 40
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN
AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11 IN BLOCK 1 AFORESAID;
THENCE NORTH 0 DEGREES 16 MINUTES 11 SECONDS WEST, ALONG THE
EAST LINE OF NORTH TRAPDOOR STREET, BEING ALSO THE WEST LINE OF
LOTS 1 TO 11 IN BLOCK 1 AFORESAID AND THE WEST LINE OF BLOCK
1 AFORESAID, 613.18 FEET TO A POINT 5.48 FEET SOUTH OF THE BEND
POINT IN SAID EASTERLY LINE, SAID POINT BEING 206.13 FEET SOUTH
OF THE SOUTHWEST CORNER OF SAID BLOCK 1; THENCE NORTH 62 DEGREES
16 MINUTES 11 SECONDS EAST 147.30 FEET; THENCE SOUTH 27 DEGREES
16 MINUTES 11 SECONDS EAST 10.13 FEET; THENCE NORTH 62 DEGREES
17 MINUTES 11 SECONDS EAST, 171.66 FEET TO A POINT ON THE WESTERLY
DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH
EASTERLY ALONG SAID WESTERLY DOCK LINE AS ESTABLISHED BY ORDINANCE
OF THE CITY OF CHICAGO TO A POINT ON THE NORTH LINE OF WEST NORTH
AVE; THENCE WEST ON SAID NORTH LINE TO THE HEREINAFORE DESIGNATED
POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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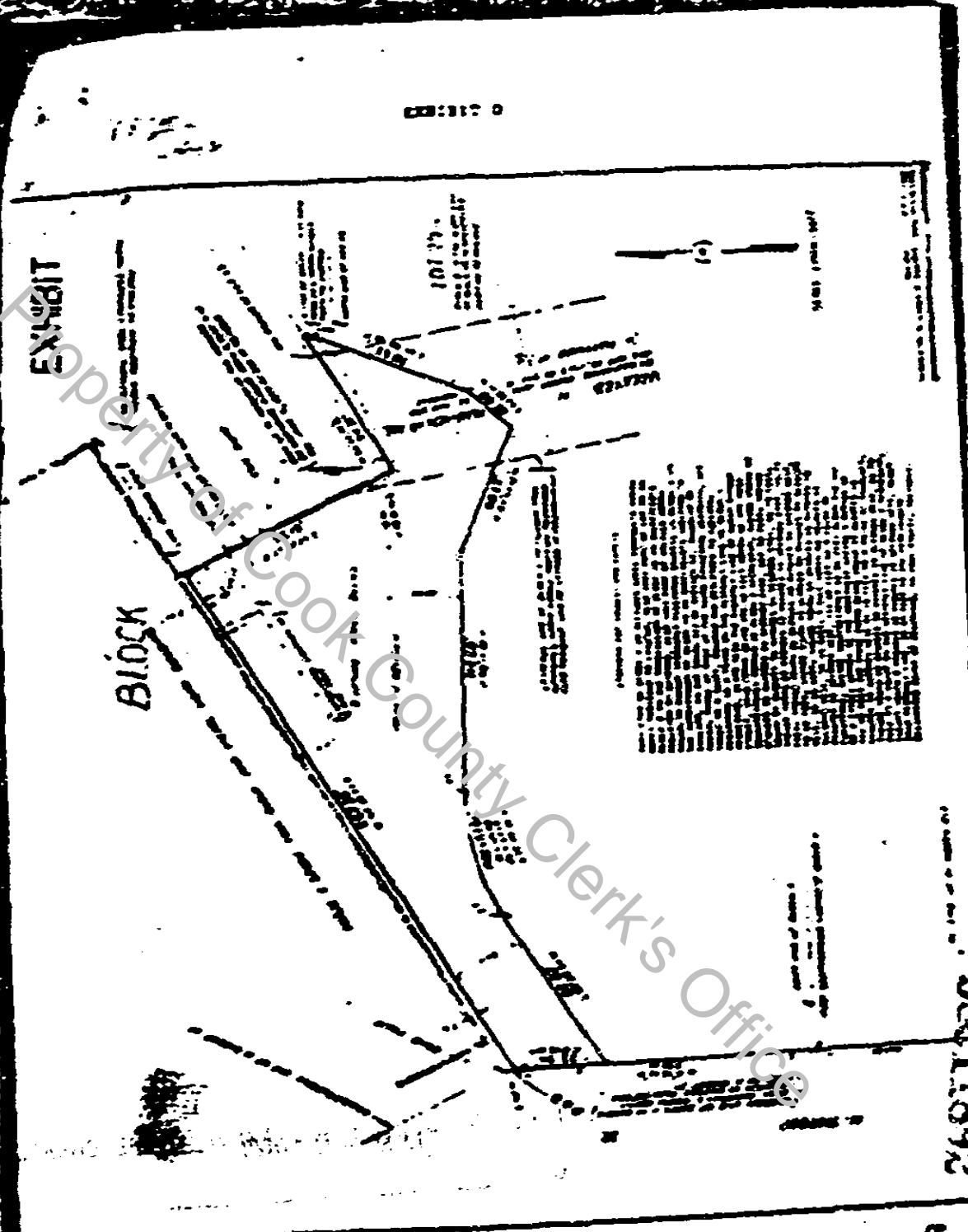
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EXHIBIT

Block



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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE

JAN - 6 1995

Aurelia P. ...

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE COMMAND OF THE CIRCUIT COURT AND VIOLATION THEREOF IS SUBJECT TO THE PENALTY OF THE LAW.