#### UNOFFICIAL COPY • /

#### ASSIGNMENT OF RENTS

	The Undersigned,	90169267
Initials:		
<b>F</b>		, not personally, but
		, <b>19</b> ,
		and Dolores F. Russo
****************		
	corporation,	
······ L	limited partnership,	
****************		<ul> <li>COOK COUNTY RECORDER</li> </ul>
	0	
	d/b/a general partnership or joint venture,	, a
	("Assignor") whose mailing address is	S 84th Ct., Hickory Hills, IL 60457
	First lilinois Bank & Trust ("Bank"), in the prin Thousand and 00/100	rigin Note of even date ("Note") payable to the order of the order of the payable to the payable to the order of the payable to the order of the payable to the order of the payable to the payable to the order of the payable to the
	(\$ 140,000,00 ) payable as therein sp performance of the terms, covenants and condition	becified with increst as therein provided and for the sign in solution of the

performance of the terms, covenants and conditions contained in said Note and the Mortgage of even date made by the Assignor to secure said Note and conveying the real state hereinafter described, and also in consideration of the sum of One Dollar (\$1.00) in hand paid and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto Bank, and its successors and assigns, all the avails, rents, issues and profils now due or which may hereafter become due under or by situe of any lease, or any renewals thereof, either craiter written, or any letting of or any agreement for the use or occupancy of any part of the real estate and premises nervinafter described which may have been heretofore or may be hereafter made or agreed to by the Bank under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment n all such leases and agreements and all the avails, rents, issues and profils now the Bank, under the powers herein any premises described on Exhibit "A" attached hereto.

This Instrument Prepared By. Martha Russo

93189267

and Shall be Returned to: KNEWCHANNEXEMENTER Bank One, LaGrange Attn: ...Edward.M...Kearnay..... P.O. Box 218 - 3760 W. 159th St. Orland Park, IL 60462

2950

For good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned, as beneficiaries of the above trust, join in this Assignment for the purposes of assigning the entire right, title and interest of the undersigned in and to the leases and rearts from the subject premises described above and being bound by and subject to all terms and provisions thereof.

EIB-1207-11/86
GIVEN under my hand and notedy seal this day of
and personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared perfore me this day in person, and acknowledged that (she/he/they) signed, scaled and delivered the said instrument as fhis/her/their) free and voluntary wt, for the uses and purposes and in capacity (if any) therein set forth.
COUNTY OF , a Notary Public in and for and residing in the said County, in the State aforesaid, do hereby certify that

The Assignor, and each of them (if more than one), and their beneficiaries if applicable, do hereby irrevocably appoint Bank the true and lawful attorney of the Assignor and each of them, to take and from time to time retake possession of said premises, to collect all of said avails, rents, issues and profits now due or hereafter to become due under each and every of the leases and agreements, or any renewals thereof, written or oral, existing or which may hereafter exist for and in connection with said real estate, and to use such measures, legal and equitable, as in the discretion of the Bank may be deemed proper or necessary to enforce the payment or security of said avails, rents, issues and profits, and to secure and maintain possession of said real estate, or any part thereof, and, at the discretion of the Bank, to fill any and all vacancies, and to rent, lease or let all or any portion thereof for terms expiring either before or after the maturity of the indebtedness secured by said Mortgage, and to manage, maintain, preserve, operate and use the said real estate; and, in the discretion of the Bank, to cancel any existing insurance policies relating to said real estate and to cause to be written new policies in place thereof and also additional and renewal policies, making same payable to the Bank under said Mortgage, or, in case of foreclosure sale, to the owner of the certificate of sale and of any deficiency, as their respective interests may appear, and in the case of loss under such policies, to adjust, collect and compromise, in its discretion, all claims thereunder and to sign all receipts, vouchers and releases required by the insurance companies therefor; and further with full power to use and apply for and with respect to said real estate the said avails, rents, issues and profits in such respective amounts and in such order and priority as in the judgment and discretion of the Bank may be deemed proper, for and on account of the payment of any indebtedness secured by said Mortgage and of any indebtedness or liability, now existing or hereafter created, of the Assignor and its beneficiary, if applicable, to the Pank, now due or hereafter to become due, and of all costs, charges, expenses and fees in the operation, management, care and preservation of said real estate together with all the improvements, fixtures, appurtenances, apparatus and equipment there mo appertaining, including all taxes and assessments and installments thereof, liens of mechanics and claims therefore, repairs, improvements, alterations, renewals and restorations, insurance premiums, the usual and customary brokerage commission for tensing said real estate or any part thereof and for collecting rents and the reasonable compensation for all services rendered by viewe hereof by the Bank and its attorneys, agents and servants, and all their expenses involved therein and such further sums us may be sufficient to indemnify the Bank against any liability, loss or damage on account of any matter or thing done in good faith hereunder and further with power from time to time to substitute any attorney in fact to act hereunder in its place and stend in all or any matters aforesaid, and from time to time every such substitution and appointment at pleasure to revoke, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all far es hereafter without notice to the Assignor, its beneficiary or its legal representatives, heirs or assigns, and hereby ratifying all that the Bank may do by virtue hereof. The powers hereby created shall be irrevocable so long as any indebtedness secured by said Mortgage evidenced by the Note remains unpaid.

After taking or retaking possession by virtue hereof, the Bank shall have the right to remain in possession of said real estate, to collect the said avails, rents, issues and profiles therefrom, and to manage said real estate as hereinabove set forth, notwithstanding the institution of proceedings to forecase the said Mortgage and the entry of any decree of foreclosure in any such proceedings, and notwithstanding any sale of said real estate pursuant to any such decree, unless the amount paid at such sale shall be sufficient to pay the full amount due under the terms of such decree, and to remain in possession of said real estate until the expiration of the period of redemption from any such sale, and from time to time shall apply the net avails, rents, issues and profits accruing after the sale of said real estate pursuant to such decree remaining after the payment of all deductible expenses, charges and fees, for and on account of any decree of foreclosure and sale in any proceedings to foreclose the lien of said Mortgage. After taking or retaking possession by virtue hereof, the Bank shall have the right from time to time to surrender possession without prejudice to its right to retake possession hereunder upon default as herein provided.

Until default shall be made in the payment of the indebtedness evidenced by the Note and/or secured by said Mortgage or in the performance by the Assignor of any agreement therein, herein or in any other security document or agreement with Bank contained, the Assignor shall be permitted to possess, manage, operate and enjoyed the property, rights and privileges in said Mortgage encumbered, and to collect the avails, rents, issues and profits thereof. Upon service of notice on tenants and occupants of the premises by the Bank that default has been made under the terms of said Note, Mortgage or in any other security document or agreement with Bank (which notice need not specify the nature of defaults), and demand of payment of rents to the Bank, which demand if made upon the Assignor or its beneficiary shall fix and deter nine the prevailing rental per month for the portion of said premises occupied by the Assignor or its beneficiary, the tenants and occupants shall be obligated to account and pay to the Bank from and after the date of service of said notice and demand, all the avails, rents, issues and profits due or accruing under their respective leases and agreements, without any duty or obligation on the part of said tenants or occupants to ascertain that a default in fact does exist, and in the event of demand upon the Assignor or its beneficiary, as aforesaid, the Assignor and its beneficiary agree and shall be obligated to pay to the Bank rend in advance for the portion of said premises occupied by Assignor or its beneficiary at the prevailing rental therefor per month as fixed and determined by the Bank in said demand, and a failure on the part of the Assignor or its beneficiary promptly to pay said rent on the first day of each and every month in advance shall in and of itself constitute a forcible entry and detainer, and the Bank may in its own name and without any other notice or demand, maintain an action of forcible entry and detainer against the Assignor or its beneficiary and obtain possession of the premises occupied by them.

Anything herein to the contrary notwithstanding, no liability of any sort whatsoever is incurred or assumed under and by virtue of this instrument for any error of judgment or for any act done or omitted to be done by the Bank in good faith, or for any mistakes of fact or law or anything which it may do or refrain from doing hereunder, except for its own willful default, it being understood and agreed that in taking possession and operating, managing and preserving the said real estate, the Bank does so without incurring any liability for any matters or things except as hereinabove provided.

Failure by the Bank at any time to avail itself of all or any of the provisions hereof shall not be construed or deemed to be a waiver by it thereof. This instrument shall remain in full force and effect until the entire indebtedness secured by said Mortgage evidenced by the Note, has been fully paid, and, in case of a deficiency on foreclosure sale, until the expiration of the period of redemption from the sale.

The Bank may assign all its rights, title and interest hereunder, and all the terms and provisions hereof shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns and substitutes of the respective parties hereto.

executed by the undersigned, either individually or as Trustee as aforesaid, relating to the subject matter of the foregoing undersigned by reason of anything contained in said instrument, or in any previously executed document, whether or not it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against the Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by the Assignor are undertaken by personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such In the event the Assignor is the trustee of an Illinois land trust, then this instrument is executed by the Assignor, not

Low & Buch	"OFFICIAL SEAL" Karen A. Buck Notary Public, State of Illinois
March	GIVEN under my hand and notary seal this ALEMan of
evithey) signed, sealed and delivered the said instrument as	nd ersonally known to me to be the same person(s) whose name efore me this day in person, and acknowledged that (she/h his/her/their) free and voluntary act, for the uses and purpos
a Notary Public in and for and residing in the second of t	ן, The Undersigned רב אמול County, in the State aforesaid, do hereby certify that
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as Trustee under Agreement dated 19	<sup>o</sup>
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PARTNERSHIP/JOINT VENTURE:	
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My Commission Expires 8/29/96

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"EXHIBIT A"

LOT TWELVE (12) IN HICKORY HIGHLANDS, BEING A SUBDIVISION OF THE SOUTH HALF ( $\frac{1}{2}$ ) OF THE SOUTH HALF ( $\frac{1}{2}$ ) OF THE NORTH HALF ( $\frac{1}{2}$ ) OF THE SOUTH HALF ( $\frac{1}{2}$ ) OF THE EAST HALF ( $\frac{1}{2}$ ) OF THE NORTH WEST QUARTER ( $\frac{1}{2}$ ) (EXCEPT THE EAST ONE-EIGHTH (1/8) THEREOF) OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 3, 1962, AS DOCMENT NUMBER 2048079, AND RE-REGISTERED ON NOVEMBER 5, 1962, AS DOCUMENT NUMBER 2064232.

P.I.N. 123-02-104-014 Address: 3950 S. 84th Ct., Hickory Hills, IL

Property of Coot County Clerk's Office

APPLICATION NO. 13828 UN OCUME 133-1 AGA 13 COP DOCUMENT NO. 3304366-1 CERTIFICATE NO. 404271 300	<b>Y 136</b>
JAN 23 1986 HUE JAN 23 1986 HUE Dete Of First Registration FEORIJARY SEVENTH (JTH), 1925 TATHE OF MULLIN (JS) WHE MULL WILLIN (JS) HUE MULL WILLIN (JS) HUE HUE HUE HUE HUE HUE HUE HUE	EON 333 93189268
(10015) (1011NITY) S.J. J Harry Bus Youroll Regist and for said County, in the Rate aforesaid, do her SALLY DUNN AND ROBERT NELLIS (1st A Widow) (2nd Marched to Noreen Nellis) AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP	eby certify that
of the CITY OF County of COOK and State of ARE the owner of an estate in fee simple, in the for Property situated in the County of Cook and State of Described as Items 1 and 2 as Follows: DESCRIPTION OF PROPERTY	Inning described. Illinois, and
ITEM 1. UNIT as described in survey delingated on gnd attached to sand a part of a Decla Ownership registered on the day of, 19 as Docur.en' Number	aration of Condominium
ITEM 2. An Undivided	
Resubdivision of Lot Two (2) in Muno's Subdivision in the Southwest Quarter (1/4) of Section 23, Tow 13, East of the Third Principal Meridian, being a Subdivision of a tract of land, the three parts of v follows: First Lot One (1) of the partition of the West Half (1/2) of the Southwest Quarter (1/4) of (1/4); Second: The East Half (1/2) of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) at 1/3 acres of the South Half (1/2) of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) at atoresaid. TAX $\frac{4}{10} \cdot 25 \cdot 332 = 0.54 - 1001$ . T\$DEPT	inship b. Corth, Range which are discribed as the Southing Collarter di Thirdt The Sett 13-
Subject to the Estates, Easements, Incumbrances and Co the following memorials page of this Certificate.	harges noted on
Witness My hand and Official Seal TWENTY FOURTH (24TH) day of JANUARY	A. D. 1724
NAME Alle Telest	Country Missois

Property of Coot County Clerk's Office

7. Losses will neither offer nor make prepayment of rent (for a period in excess of one month) nor further change the terms, covenants, conditions and agreements of the Lesse in any manner without the express consent in writing of the Mortgages.

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8. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.

9. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or eause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duty executed by the party against whom the same is sought to be asserted.

10. This Agreement shall have to the benefit of the parties hereto, their successors and assigns; provided, however, that in the event of this assignment or transfer of the interest of the Mortgagee, all obligations and liabilities of the Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom the Mortgagee's interest is assigned or reconferred; and provided further that the interest of Lessee under this Agreement may not be assigned or transferred.

11. Lesses agrees that this Agreement satisfies any condition or requirement in the Lesse relating to the granting of a non-disturbance agreement.

12. Lesses acknowledges that it has notice that the Lease and the reac and all other sums due thereunder have been assigned to the Mortgages as part of the security for the noto secured by the Mortgage. In the event that Mortgages nutifies Lesses of a default under the Mortgage and demands that Lesses pays its rent and all other sums due under the Lease to Mortgages, Lesses agrees that it will honor such demand and pay its rent and all other sums due under the Lease directly to the Mortgages as directed by Mortgages.

Cont

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13. Lesses hereby agrees that Mortgages may, at Mortgages's sole and exclusive option upon the institution of any foreclosure proceedings, elect in writing to have the Mortgage subordinated to the Lease for purposes of such foreclosure proceeding.

UNOFFICIAL COPY

14. This Agreement may be executed in any number of counterparts and by separate parties hereto on separate counterparts, all of such counterparts taken together to constitute but one and the time instrument.

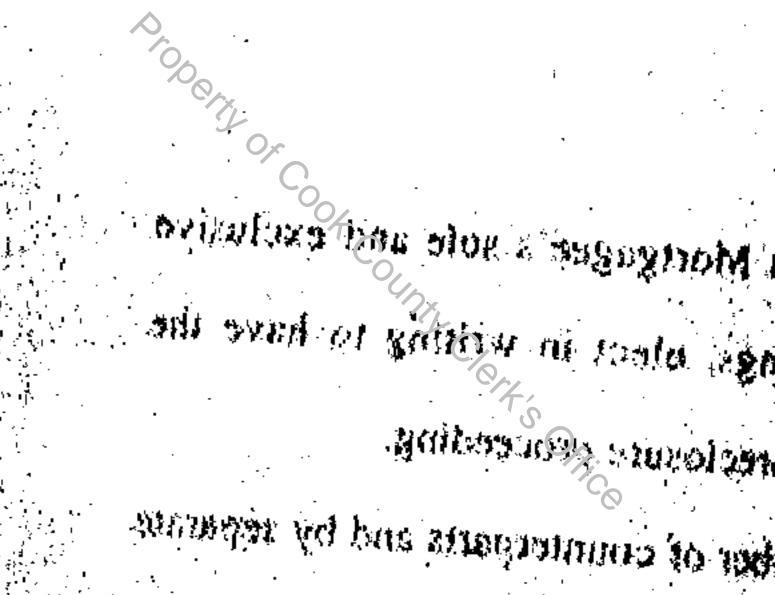
IN WITNESS WHEREOF, the parties thereto have respectively signed and scaled this Agreement as of the Sey and year first above written.

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BANKOFMONTREAL AS Agent HAWIK

THE UNITED STATES SHOE CORPORATION

Wice Fresident Title



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the State aformalid, do hereby certify that \_\_\_\_\_\_\_\_\_, a Notary Public in and for said County, in Montreal, a Canadian chartered bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Director, appeared befors me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes (D)rein set forth.

day of March 1992. Given under my hand and notarial seal, this .... Nethrubble 1. **COAS** < 11. 177**478 07 811** TYPEOR

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(SEAL)

Commission Expires:



State of Black

County of the military )

I. Kincherely Devidion, a Notary Public in and for said County, in the State aforesaid, do hereby certify that <u>Report</u> <u>T</u>, <u>Printy</u>, <u>IC</u>, <u>President of</u> the State aforesaid, do hereby certify that <u>Report</u> <u>T</u>, <u>Printy</u>, <u>IC</u>, <u>President of</u> <u>to be the same person whose name is subscribed to the foregoing instrument as such to be the same person whose name is subscribed to the foregoing instrument as such <u>ICC</u>. President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary set and as the free and voluntary set and cod of said corporation for the uses and purposes therein set forth.</u>

Given under my hand notarial seal, this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 1992.

Notary Public

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TYPE OR PRINT NAM

(SHAL)

Commission Expires: Hinterly DAVIDSON Heley Puble, State of Ohio

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SCHEDULE

THAT PART OF THE MONTHER OF SECTION 19, TOWISHIP 34 MONTH, RANGE 15 BAST OF THE WILLO PRINCIPAL MARIDIAN, WHICH LIES MONTH AND HART OF THE MARGIN OF THE LITTLE CALAMET RIVER, EXCEPTING THEREFACE THE FOLLOWING:

THE RACE SAD FRET OF SALD NORTHWEST QUARTER ;

- THAT PART TAREN, USED OR DEDICATED FOR TORRENCE AVENUE;
- TRAT PART THE BOY CONVEYED TO THE PUBLIC SERVICE CONDANY OF NORTHERN ILLING? BY DENDS DULY RECORDED-JULY 24, 1936 AS DOCUMENTS \$34985 AND \$350397; C,
- ъ,
- THAT PART OF SAID WARTER DESCRIBED AS FOLLOWS: COMMENCING AT THE ATMINET COMMEN OF SAID QUARTER; THENCE SOUTS ALONG THE WEST LINE OF SAID QUARTER; A DISTANCE

THENCE MARTERLY ON A SINS PARALLEL TO THE MORTH LINE OF SAID GUARTER, A DISTANCE OF 350 FTAT THENCE MORTH A DISTANCE OF 130 FEBT TO A FOINT ON THE MORTH LINE OF SAID GUARTERS THENCE WERTERLY ALONG SAID MCATH LINE A DISTANCE OF 350 FEBT TO THE FOINT OF BEDINNING.

THAT PART OF THE NONTHWEST CUARTER OF SIGTION 18, TOMISHIP 36 NORTH, RANGE 18 BAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: SEGIMMING AT THE NORTHWEST CORNER CY CHS BAST 660 FEET OF

ABCONDE WEET ON THE

QUARTER .

SEGINATING AT THE NORTHAND COMMAND STRUCTS, SO ENCORDS WI THENCE SOUTH & DEGRESS, OS NINUTES, SO ENCORDS WI WEST LINS OF THE SAST 645 FREE OF SAID NORTHAND OF DISTANCE OF 1638.56 FREE THENCE NORTH 44 DEGRESS, 42 MINUTES, 30 SECONDS DISTANCE OF 260.28 FREE THENCE NORTH 35 DEGRESS, 36 MINUTES, 60 SECONDS DISTANCE OF 85.57 FREE THENCE NORTH 44 DEGRESS, 42 HINUTES, 30 SECONDS 30 SECONDA HEET,

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NORTH 14 DEGREES, 42 MINUTES, 30 BROCHDS DISTANCE OF

TINGRATER OF RECEICER 19, TOWNON'T BRINCIPAL MERINAN, MAINING DRITING CALADARY REPERTER STITUE CALADARY REPER.

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CHEDULE 1 CONTLINUED

B. (CONFINUED) THENCE NOWTH & DEGREES, 17 MINUTES, 30 ENCOURS BART ON A LINE PROFEMOIOULAR TO THE WONTH LINE OF SAID MORTHWEST OWARTER, A DISTANCE OF \$43.00 FEBT TO THE MONTH LINE OF SAID MORTHWEST <u>current</u>

THENCE SOUTH OF DEGETERS, 42 MINUTES, 30 SECONDS' BAST ON THE NORTH LINE OF BAID NORTHWET QUANTES, & DISTANCE OF 1855, 93 FEET TO THE PLACE OF EMILINEUE.

78AT PART OF THE NORTHWEST CUARTER OF SECTION 15, TOWNSHIP JE HERTH, BANGE 18 BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK CONTY, ILLINCIS SOUNDED AND DESCRIBED AS FOLLOWS: CONSUMPTING AT THE HOMTEWEST CORNER OF SAID SECTION: SPENCE SOUTH ALONG THE WEST LINE OF SAID SECTION: HERTHY OF ISEA FERT TO A POINT; THEY & BAST 71.65 FERT TO A POINT; ON THE MAPT LINE OF TORRENCE AVENUE, SAID FOINT BEING THE POINT OF THE MAPT LINE OF TORRENCE AVENUE, SAID FOINT BEING THE POINT

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THENCE CONFINUENCE BARY ALONG THE LAST DESCRIBED COURSE A DISTANCE OF S FIAT DO A POINT: THENCE SOUL LONG A LINE PARALLEL TO AND DISTANT S TEET FROM SAID BART LINE OF TORRENCE AVENUE A DISTANCE OF 316.00 FERT

TO A POINT; THENCE MEET, POANLY & RIGHT ANGLE NITH THE LAST DESCRIBED COURSE, A DISTANCE OF THEY TO A POINT ON SAID RAST LINE OF TORRENCE AVENUE; THENCE MORTH A DISTANCE OF 318.00 FMPT TO THE POINT OF

THAT PART OF THE MONTHWEST CUPATER OF SECTION 19, TOWNSHIP IS MONTH, RAMOR IS BAST OF THE THIRD FAINCIPAL MERIDIAN, IN COOR COUNTY, ILLINGIS, BOUNDED AND DESCRYGED AS FOLLOWS: COMMENCING AT THE MORTHWEST (CANER OF SAID MONTHWEST

QUANTER |

QUARTER: THENCE BAST A DISTANCE OF 350 FMENT TO A POINT ALONG AND ALLE' TO A POINT ON THE SOUTH LINE OF ISST. STARET, SAID FOINT BRING THE POINT OF EMELINEING: ... THENCE CONTINUEND BOUTH ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 35 FEBT TO A POINT: THENCE BAST ALONG 'A LINE PARALLUL TO AND DISLAMA 60 FEET FROM THE NORTH LINE OF SAID NORTHHEST GUARTER, A FIFAME OF THENCE BAST ALONG A LINE PARALLUL TO AND DISLAMA 60 FEET FROM THE NORTH LINE OF SAID NORTHHEST GUARTER, A FIFAME OF THENCE HONTE ALONG A LINE FORMULE A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 35 FEET TO A POINT OF SAID FOUTH LINE OF LIFT A DISTANCE OF 732.77 FEET TO THE POINT OF

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FART OF THE BORTHNEST CHARTER OF SECUTION 19. TOWNSHIP 16 MORTH, RANGE TW BAST OF THE TELED PRINCIPAL MERIDIAN SEING THE MONTH 150 FRET OF THE SCOTH 666 FRET OF THE MEET 150 FRET OF THE BAST 010 FRET OF SAID CONNTR REPTION, ALL IN GOOD COUNTY LIAINDIN.

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·齐·任王母昭书》《门子译》在《白云宫中门》,作此大王,"谨慎者","静脉

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TO SUBORDINATION, NON-DISTURBANCE AND APPORNMENT AGREEMENT

#### AND LEAST STRA TRACET PERCENT

- Date of Lease: August 22, 1985 A.
- Parti()
  - LaSalle National Trust, N.A., successor trustee to LaSalle National Bank, Trustee (1) Land Ordi under Trust No. 30703

Start S Office

- The United States Shoe Corporation d/b/a Tenenti (2) LAABYYBELGYB
- Amendments, Assignations, Subleases and Other Leases or C. Agreements

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