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RECORDATION REQUESTED BY:

CNB Bank
101 N. West Road
P.O. Box 886
Niles, IL 60740

WHICH RECORDED MAIL TO:

CNB Bank
101 N. West Road
P.O. Box 886
Niles, IL 60740

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COOK COUNTY RECORDER

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FOR RECORDER'S USE ONLY

THIS ASSIGNMENT OF RENTS prepared by: CNB BANK - Gina M. LaRocco
101 N. West Road
Niles, Illinois 60740

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED JULY 31, 1992, BETWEEN THE MORTGAGE BANK AND TRUST COMPANY, OR TRUSTEE, WHOSE ADDRESS IS 1000 N. MARINA AVENUE, AURORA PARK, IL 60501 (REFERRED TO BELOW AS "GRANTOR"); AND CNB BANK, WHOSE ADDRESS IS 101 N. WEST ROAD, P.O. BOX 886, NILES, IL 60740 (REFERRED TO BELOW AS "LENDER").

ASSIGNMENT. For valuable consideration, Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

THAT PART OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER LYING NORTH OF OGDEN AVENUE OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 3700 W. Ogden Avenue, Chicago, Illinois 60625
Parcel ID: 14-22-300-100

THE WEST 8 FEET OF LOT 8 AND ALL OF LOT 9 AND 10 IN BLOCK 1 IN WALLACE'S SUBDIVISION OF THE NORTHWEST QUARTER (EXCEPT THE EAST QUARTER THEREOF) OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 6047 W. Hazelwood Road, Skokie, Illinois 60676
Parcel ID: 14-22-300-601

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means the assignment of Rents between Grantor and Lender. RSG includes without limitation all assignments and security interest provisions relating to the Rents.

Re-Record to effect proper chain
of title

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September. The young "Gymnophiles" visited the San-Yang Service Station, Inc.,
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10. The word "Owner" means, only and all persons and entities owning the Assignment, together, "The joint "Owner" means, only and all persons and entities owning the Assignment, and does not mean the individual holders of Owners several shares. Any Owner who signs this Assignment, has done so in his/her individual capacity and Owners several shares. Any Owner who signs this Assignment, has done so in his/her individual capacity and does not mean the joint "Owner".

London. The word "border" implies City Bank, the Incorporated City banks.
The word "border" denotes such banks, without reference to the location for the word "border" can extend to
England. The word "border" denotes such banks, without reference to the location for the word "border" can extend to
England. They contain themselves London Agency stamp July 24, 1902, and the word "border" denotes such banks,
they contain themselves London Agency stamp July 24, 1902, and the word "border" denotes such banks, representing
any, notwithstanding Governor's Letter concerning the word of border, or any other word containing, representing
any, notwithstanding Governor's Letter concerning the word of border, or any other word containing, representing

The word "Project" means the joint project, and all documents, reports, correspondence, and other materials relating thereto, furnished by the parties to the joint project.

The word "shout" means all voices, comments, laughs, noise, glee and general fun and mirth. The word "shout" means all voices, comments, laughs, noise, glee and general fun and mirth.

This agreement is made to include (1) payment of the indebtedness due to the vendor
and (2) cancellation of existing and future debts under the note, the new
and old obligations of creditor and debtor. Upon the date, the vendor
will sign and accept the following documents. The vendor will sign and accept the following
documents.

He was appointed to the
position of professor of history
and law at the University of
Michigan in 1892.

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07-31-1998

ASSIGNMENT OF RENTS (Continued)

Page 3

Borrower on a continuing basis information about Borrower's financial condition, and (d) Lender has made no representations to Grantor about Borrower's financial condition without limitation the creditworthiness of Borrower.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower agrees any deficiency that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to repossess upon the Property, or any delay by Lender in repossessing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, liens, liens, encumbrances,

and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Agreement.

LENDER'S RIGHT TO COLLECT RENTS. Lender will have the right at any time, and even though no default may have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property, demand, collect and receive from the tenants or from any other persons holding thereby, all of the Rents, institute and carry on all legal proceedings necessary for the protection of the Property, including writs, proceedings as may be necessary to recover possession of the Property, collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair, to pay the costs thereof and of all services of all employees, including their compensation, and of all continuing costs and expenses of maintaining the Property in phone repair and landlord, and also to pay all taxes, assessments and water bills, and the premiums on fire and other insurance carried by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Kansas and all other laws, rules, orders, ordinances and requirements of all other governing all agencies affecting the Property.

Rent the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes set out above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor and Borrower's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all funds received by it, however, any such funds received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditure made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, under and exclusive and direct to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing agreement on the existing Lender's security interest in the Rents and the Property. Any bankruptcy fee required by law shall be paid by Grantor, if permitted by applicable law. If, however, payment is

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ASSIGNMENT OF RENTS (Continued)

Page 4

to the Lender, whether voluntary or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to make the amount of that payment (a) to Borrower's trustee in bankruptcy or to any trustee chosen under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, (c) by reason of any settlement or compromise of any claim made by Lender with any claimant producing without Lender's consent, the indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment, and the Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness, and the Property will continue to secure the amount unpaid or recovered to the same extent as if the amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness to the Assignment.

EXPENDITURES BY GRANTOR. If Grantor fails to comply with any provision of the Assignment, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender incurs in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. Such expense, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments so become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rates provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default or as to bar Lender from any remedy that it otherwise would have had.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

Indirect or Indebtedness. Failure of Borrower to make any payment when due on the Indebtedness.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents.

Fraud Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Assignment, the Note or the Related Documents to be false or misleading in any material respect, either now or at the time made or furnished.

Other Defaults. Failure of Grantor or Borrower to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor & Borrower and Lender.

Insolvency. The dissolution or termination of Grantor or Borrower's existence as a going business, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any arrangement for the benefit of creditors, any type of creditor's workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower.

Foreclosure, Partition, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossess or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim, which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender or agent notice of such claim and furnishes reasonable or a survey bond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occur with respect to any Guarantor or any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Bankruptcy. Lender reasonably deems itself insecure.

PROPERTY AND PREMIERED ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any Prepayment Penalty which Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Collect Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received as payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgage in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to update the Property preceding foreclosure or sale, and to collect the Rents from the Property.

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by law or otherwise not subject to such laws and regulations, and no longer subject to the Uniform Commercial Code. This Assignment shall not affect the rights of Lender under any other documents or instruments now or hereafter existing between Lender and Grantor, or the beneficiaries of such documents and instruments, except that by separate agreement, it is agreed that the costs and both date of payment of such documents and instruments shall be determined by the Uniform Commercial Code.

FULL PERFORMANCE. If Grantor pays all of the indebtedness when due and timely performs all its obligations under this Assignment, this Note, and the Related Documents, Lender shall accept and declare to Grantor a suitable satisfaction of this Assignment and suitable documents of cancellation of any financing statement on the encumbered Grantor's security interest in the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law. It, however, payment of

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ASSIGNMENT OF RENTS (Continued)

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does not apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The non-possessory in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Waiver; Election or Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or preclude the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Assignment or failure of Grantor or Borrower to perform shall not affect Lender's rights to declare a default and exercise a right to foreclose under this Assignment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender in Lender's opinion, and necessary for the protection of his interest or the enforcement of his rights that become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid, at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveys, reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties bound to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, trust or trust, or other security agreement which has priority over this Assignment by which this Agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall not make any request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Soverainty. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and heirs to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, they deal with Grantor's successors with reference to the Assignment and the Indebtedness in the same way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

Waiver and Consent. Lender shall not be deemed to have waived any rights under this Assignment (as defined in the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or preclude the party's right otherwise to demand strict compliance with that provision or any other provision. No later waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances when such consent is required.

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APPENDIX "A"

This collateral security interest, mortgage, lien, pledge, deed of trust, chattel mortgage, assignment, chattel trust or other security or lien interest whatsoever, whether by law, contract or otherwise are granted by Borrower or Grantor, anyone or more of them, for the following existing Obligations and Liabilities of Borrower or Grantor to Lender, as evidenced by:

- 1) A certain Promissory Note dated July 31, 1995 in the principal amount of \$350,000.00 which EVIDENCES A STRAIGHT LINE OF CREDIT; and
- 2) A certain Promissory Note dated July 31, 1995 in the principal amount of \$150,000.00 which EVIDENCES A REVOLVING LINE OF CREDIT; and
- 3) A certain Promissory Note dated July 31, 1995 in the principal amount of \$1,250,000.00 which EVIDENCES A STRAIGHT LINE OF CREDIT; and
- 4) A certain Promissory Note dated July 31, 1995 in the principal amount of \$3,100,000.00 which evidences a BALLOON INSTALLMENT CREDIT ACCOMMODATION;

and are granted hereafter existing Obligations and Liabilities of Borrower or Grantor to Lender, including but not limited to all renewals, extensions, replacements, modifications, substitutions or refinancing of any note or notes, or any future loans or financial accommodation from Lender to Borrower or Grantor.

The undersigned, not personally, but as Trustee of Trust number A2-11-8389 of Midwest Bank and Trust Company under the terms of that certain Trust Agreement dated November 18, 1981, agrees, affirms, acknowledges and understands that this Mortgage, Assignment Of Rights, Collateral Assignment of Beneficial Interest, and all other related documents thereto are granted as collateral and security for not only the above listed Promissory Notes now existing but also are granted as collateral accommodation(s) of any kind, whatsoever evidenced, hereafter arising, from Lender to Borrower or to Grantor.

IN WITNESS WHEREOF, the undersigned has hereby affixed its hand and seal this ninth day of July, 1995.

Midwest Trust Services, Inc., Successor Trustee to
MIDWEST BANK AND TRUST COMPANY, Trustee as aforesaid.

By Margaret J. Truske
Its Land Trust Administrator

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THIS RISER IS ATTACHED TO AND MADE PART OF CERTAIN
ASSIGNMENT OF RENTS DATED JULY 31, 1995, AND EXECUTED
BY MIDWEST TRUST SERVICES, INC., SUCCESSION TRUSTEE TO
MIDWEST BANK & TRUST COMPANY, UNDER TRUST AGREEMENT

#87-11-5359.

IT IS EXPRESSLY UNDERSTOOD, AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT:
each and all of the warranties, indemnities, representations, covenants, and
undertakings and agreements herein made on the part of the trustee are made
and intended, not as personal warranties, indemnities, representations,
covenants, undertakings and agreements of Midwest Trust Services, Inc. as
Successor Trustee to Midwest Bank & Trust Company, but are made and intended
for the sole purpose of binding the trustee thereby, and this document is
executed and delivered by said Midwest Trust Services, Inc., as Successor
Trustee to Midwest Bank and Trust Company, not in its own right, but as
trustee solely to the exercise of the power thus conferred upon it as such
trustee and no personal liability or personal responsibility is assumed by,
nor shall at any time be asserted or be enforceable against Midwest Trust
Services, Inc., as Successor Trustee to Midwest Bank & Trust Company on
account of any warranties, indemnities, representations, covenants, undertakings
or agreement therein contained, whether expressed or implied, all such personal
liability, if any, being expressly waived and released by the parties hereto
and by all persons claiming by, through and under them.

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REC'D 12/20/95

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COOK COUNTY, IL

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