This Mortgage renews, amends and remains in ALCOPY its entirety the Mortgage dated January 24, 1991 and recorded April 17, 1991 as document No. 91177385 in Cook County, Illinois, All amounts outstanding under the Mortgage report

amounts outstanding under the Mortgage renewed hereby shall be deemed outstanding under and secured by this Mortgage.

96580343

DEPT-01 RECORDING

\$31.50

Taggot TRAN 4957 07/30/96 12:22:00

Barrington II, 60010

\$3227 \$ RC #-96-580343

COOK COUNTY RECORDER

(RENEWED, AMENDED AND RESTATED)

Equity Credit Line Mortgage

THIS EQUITY CREDITLINE MORTGAGE is made this 28th day of August, 1995 between the Mortgagor, Capio, Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated February 1, 1982 and known as Trust Number 313.

(horein, "Mortgagor"), and the Mortgagee, The Northern Trust Company, an Illinois banking corporation, with its main banking office at 50 South La Salie Street, Chicago, Illinois 60675 (herein, "Mortgagee").

WHERBAS, Mortgagor has entered into The Northern Trust Company Equity Credit Line Agreement (the "Agreement") dated August 28, 1995 , persont to which Mortgagor may from time to time borrow from Mortgagee amounts not to exceed the aggregate outstanting principal balance of \$100,000.00**************** (the "Maximum Credit Amount"), plus interest thereon, y hich interest is payable at the rate and at the times provided for in the Agreement. All amounts borrowed under the Agroment plus interest thereon are due and payable on January 15, 2001 , or such later date as Mortgage, shall agree, but in no event more than 20 years after the date of this Mortgage:

NOW, THEREPORE, to secure to Mortgagee the repayment of the Maximum Credit Amount, with interest therein, pursuant to the Agreement, the payment of all sums, with interest thereon, advanced in accordance herewith to protect the accurity of this Mortgage, and the performance of the covenants and agreements of Mortgager herein contained, Mortgagor does hereby mortgage, grant, warrant, and convey to Mortgagor to Property located in the County of . State of Illinois, which has the street address? 20 Brinker Road,

(berein "Property Address"), legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Permanent Index Number 01-03-100-038

TOGETHER with all the improvements now or hereafter erected on the property, and all essements, rights, appurtenances, rents, royaltice, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property covered by this Mortgage; and all of the foregoing, together with said property (or the lesschold estate if this Mortgage is on a lesschold) are herein referred to as the "Property",

Mortgagor covenants that Mortgagor is lawfully soized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, and that Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, essements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Property.

12 17018 (010M

Fuge 1 of 5 ELECTRONIC LASER FORMS, INC. * (809)327-6849

Initiais:

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UNOFFICIAL COPY COVENANTS, Mortgagor covenants and agrees as follows:

1. Payment of Principal and Interest. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges provided in the

Agreement.

Application of Payments. Unless applicable law provides otherwise, all payments received by Mortgageo under the Agreement and paragraph I hereof shall be applied by Mortgagee lirst in payment of amounts payable to Mortgages by Mortgagor under this Mortgage, then to interest, fees and charges payable to puniuant to the Agreement, then to the principal amounts outstanding under this Agreement.

If Mortgagor han paid any precomputed finance charge, upon Mers or's payment of the entire outstanding principal balance and termination of the Equity Credit Line, Mortingor shall be entitled to a refund of the uncarned portion of auch propaid linance charge in an amount not less than the amount that would be calculated by the actuarial include, provided that Mortgagor shall not be entitled to any refund of less than \$1.00. For the purposes of this parigraph the term "actuarial method" shall mean the method of allocating payments made on a dobt between the outstan/ing balance of the obligation and the precomputed finne charge pursuant to which a payment is applied first to the served procomputed finance charge and any remainder la subtracted from, or any delicioncy is added to the

outstanding because of the obligation.

Charges; Lienz, Mortgagor shall pay or cause to be paid all taxes, emcomments, and other charges, fines, and impositions attributable to the Property that may attain a priority over this Mortgage, lessohold payments or ground rents, if any, and all payments due under any mortgage disclosed by the title insurance policy insuring Mortgageo's interest in the Property (the "Pirst Mortgage"), if any. Upon Mortgagee's request, Mortgager shall promptly furnish to Mortgageo receipts evidencing payments of amounts due under this paragraph. Mortgagor shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage; provided, that Mortgagor shall not be required to discharge any such lien so long as Mortgagor shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Mortgagee, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings that operate to prevent the onforcement of the lien or forfeiture of the Property or any part thereof.

Hazard Insurance. Mortgagor shall keep the improvements now existing or here-fter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards so Mortgageo may require and in such amounts and for such periods as Mortgagee may require; provided, that Mortgamo shall not require that the amount of such coverage exceed that amount of coverage required to pay the total amount secured by this Mortgage, taking prior liens and co-insurance into account.

The insurance carrier providing the insurance shall be chosen by Mortgagor and approved by Mortgagee (which approval shall not be unreasonably withheld). All premiums on insurance policies shall be paid in a timely manner. All insurance policies and renewals thereof shall be in form acceptable to Murtgagee and shall include a standard mortgage clause in favor of and in form acceptable to Mortgagen. Mortgagor shall promptly furnish to Mortgageo all renewal notices and all receipts for paid premiums. In the event of loss, Morigagor shall give prompt notice to the insurance carrier and Mortgages. Mortgageo may make proof of loss if not made promptly by Mortgagor.

Unless Mortgages and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgago, with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or if Mortgagor fails to respond to Mortgages within 30 days from the date notice is mailed by Mortgagee to Mortgagor, that the insurance carrier offers to settle a claim for insurance oc tolius Mortgages is authorized to collect and apply the in armos proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgages and Mortgagor otherwise agree in writing, any tuch implication of proceeds to principal shall not extend or prairons the due date of the payments due under the Agreement or change the amount of such psyments. If under prograph 19 hereof, the Property is acquired by Mortgagos, and right, title, and interest of Mortgagor in and to any lisurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or reorgition shall pass to Mortgagee to the extent of the work secured by this Mortgage immediately prior to such wife or sequisition.

Preservation and Maintenance of Property; Condominiums; Planned Leasoholds: Developments, Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws

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and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and appplement the covenants and agreements of this thortgage as if the rider were a part hereof.

fig. Protection of Mortgagee's Security. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Mortgagee's interest in the Property, including, but not limited to, any proceeding by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, Mortgagee, at Mortgagee's option, Spon notice to Mortgager, may make such appearance, disburse such sums and take such solion as is necessary to protect Mortgagee's interest, including, but not ilmited to disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Morragee pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Mortgagor scoured by this hiprigage. Unless Mortgagor and Mortgagoe agree to other terms of payment, such amounts shall be payable upon Mortgagoe's demand and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Mortgagoe to incur any expense or take any action hereunder.

7. Inspection. Mortgages may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgages shall give Mortgages notice prior to any such inspection specifying reasonable cause therefor related to Mortgages's interest in the

Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are bereby assigned and shall be paid to Mortgages. In the event of a total taking of the Property, the proceeds shall be applied to the same secured by this Mortgage, with the excess, if any, paid to Mortgager. In the event of partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of Luans and other amounts accured immediately before the taking, and a decominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagoe to Mortgagor that the condemnor has offered to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagoe within 30 days after the date such notice is mailed, Mortgagoe is authorized to collect and apply the proceeds, at Mortgagoe's option, either to restoration or repair of the

property or to the sums secured by this Mortgage,

Unless Mortgages and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the amount ducunder the Agreement or change the amount of such

paymonts.

Mortgagor Not Released. No extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

10. Porebearance by Mortgagee Not a Waiver. Any forebearance by Mortgagee in exercising any right or remedy under the Agreement, hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and ranges of Mortgages and Mortgager, subject to the provisions of paragraph 16 heree. All covenants and ages ments of Mortgager shall be joint and several. The caputas and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define to provisions bereof.

12. Logistation Affecting Mortgagoo's Rights. If enactment or experts on of applicable laws has the effect of rendering any provision of the Agreement or this Mortgago unenforcable according to its terms. Mortgagos, at its option, may require immediate payment in full of all sums secured by this Mortgago and may invoke any remedies permitted by paragraph 18.

13. Notice. Except for any notice required under applicable law to be given in sactive manner, (a) any notice to Mortgagor provided for in this fortgage shall be given by mailing such notice by certified nall addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagoe's address stated herein or to such other address as Mortgagoe may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgago shall be deemed to have been given to Mortgagor or Mortgagoe when given in the manner designated herein.

14. Governing Law: Soverability. This Mortgage shall be governed by the laws of Illicols. In the event that any provision or clause of this Mortgage or the Agreement

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conflicts with applicable laws, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared to be severable; provided that Mortgages may exercise its termination option provided in paragraph 12 in the event of changes in law after the date of the Mortgage.

15. Mortgagor's Copy. Mortgagor shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

16. Transfer of the Property; Assumption. To the extent permitted by law, if all or any part of the Property or an interest therein, including without limitation any part of any beneficial interest in any trust holding title to the Property, is sold or transferred by Mortgagor without Mortgagoe's prior written consent, Mortgagee may, at Mortgagoe's option, occlare all the sums secured by this Mortgage to be immediately due and payable.

17. Revolving Credit Loga. This Murtgage is given to secure a revolving credit lear integrand until such loan is converted to an installment loan (as provided in the Agreement), and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of Mortgagoo, or otherwise, as are made within 20 years from the date hereof, to the same of tent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mor gage and although there may be no indebtedness secured here's outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future sdvances, from the time of its filling for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured bereby may increase or decrease from time so time, but the total unpaid principal balance of indebtedness secured hereby (including disbursements that Mortgages may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed the Maximum Credit Amount, plus interest thereon, and any disbuteements made for payment of taxes, special senessments, or incurrence on the Property and interest on such disburroments (all such indebtedness being hereinafter referred to as the maximum amount secured hereby). This Mortgage shall be valid and have priority to the extent of the maximum amount accured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law.

18. Acceleration; Remedies. Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgago, including the covenants to pay when due any

This instrument is executed by CAPITOL BANK AND TRUST, not personally but solely as Trustee, as aforesaid. All the premarks and conditions to be performed hereunder by CAPITOL BASIK AND TRUST are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against CAPITOL MY2 TYPE TRUST by reason of any of the covenants, representations or warranties contained in this instrument.

sums secured by this Mortgage, or the occurrence of an Event of Default under the Agreement, which Events of Default are incorporated herein by this reference as though set forth in full herein, Mortgageo, at Mortgageo's option. may declare all of the sums secured by this Mortgage to be immediately due and payable without further domand, may terminate the availability of loans under the Agreement, and may foreclose this Mortgage by judicial proceeding; provided that Mortgages shall notify Mortgagor at least 30 days before instituting any action leading to repossession or foreclosure (except in the case of Mortgagor's abandonment of the Property or other extreme circumstances). Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure. including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts, and title reports.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the Agreement, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

19. Assignment of Rents; Appointment of Receiver; Mortgages in Possession. As additional security hereunder, Mortgagor hereby assigns to Mortgagor the rents of the Property, provided that Mortgagor shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or standonment of the Property, and at any time prior to judicial sale, Mortgages, in person, by agent, or by judicially appointed receiver, shall be entitled to enter upon the possession of and manage the Property and to collect the tents of the Property including those past due. All rents explicted by Mortgages or the receiver shall be applied first to receive of the costs of management of the Property and o illection of rents including, but not limited to receiver's fees, and then to the sums secured by this Mortgage, Mortgage, and the receiver shall be liable to account only for those rents a qually received.

20. Release. Upon payment in full of all amounts accured by this Mortgage and termination of the Agreement, Mortgages shall release to Mortgages without charge to Mortgages. Mortgages shall rey all costs of recordation of the release, if any.

21. Walver of Homestead, To the extent permitted by law, Mortgagor hereby releases and walves all rights under and by virtue of the homestead exemption laws of lifinois.

IN WITNESS WHEREOF, Mortgagor has executed

this Mortgage.

Capitol Bank and Trust Company of Chicago, as Trustee V/A lith 2/1/82 and known as Trust No. 313

BY:

MEXICAL SENIOR VICE PRESIDENT & TRUST OFFICER

Initials:

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Lake
I, the undersigned, Sharon K. Crowley a Notary Public in and Morkeid county and state, do hereby cortify that Edward J. Lucas, Sr VP & Trust Officer, 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

18th

day of

July

1996.

My commission expires

August 30, 1996

NOTARY PUBLIC

Mail To: The Northern Trust Company

Attn: Home Loan Center - Post Closing B-A

50 South Ladallo Street

Chicago,

Illinois 60675

"OFFICIAL SEAL"

NOTARY PUBLIC, STATE OF ILLINOIS My Commission Fx ires 08/30/96

This Document Prepared By:

The Northern Trust Company

50 South LaSalle Street Chicago, Illinois 60675 FOOT COUNTY CLOSES OFFICE

9658034

initials:

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THAT PART OF THE WEST & OF THE NORTHWEST & OF SECTION 3, TOWNSHIP 42 NORTH, RANCE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, THAT IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1: THENCE NORTH ALONG THE WEST LINE OF SAID NORTHWEST 1 504 PEET MORE OR LESS TO A POINT 2378 PEET SOUTH OF THE NORTHWEST corner of said northyest 1; thence north 89 degrees 57 minutes east IN A STRAIGHT LINE PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST \$ 233.0 FEET; THENCE NORTH 37 DEGREES 24 MINUTES EAST IN A STRAIGHT LINE 134.50 FEET TO A POINT 314.80 FEET EAST OF THE WEST LINE CF SAID NORTHWEST 1, AS MEASURED ON A LINE PARALLEL WITH THE NORTH LINE THERFOF (HEREIN REFERRED TO AS THE PLACE OF BEGINNING); THENCE NORTH 86 DEGREES 05 MINUTES EAST (NORTH 86 DEGREES 04 MINUTES 12 SECONDS EAST - MEASURED), A DISTANCE OF 198.45 FEET (199.83 FEET - MEASURED); THENCE BOUTH O DEGREES OB MINUTES 50 SECONDS EAST (SOUTH O DEGREES 10 MINUTES 25 SECONDS EAST - MEASURED); ALONG A LINE WHICH IF EXTENDED WOUL' INTERSECT THE SOUTHERLY LINE OF SAID NORTHWEST 1 AT A POINT 513.43 FEET BAGTERLY OF THE SOUTHWEST CORNER OF SAID NORTHWEST 1 (AS MEASURED ALONG SATE SOUTHERLY LINE); A DISTANCE OF 99.53 FEET (99.88) PEET - MEASURED); THENCE NORTH 89 DEGREES 51 MINUTES 10 SECONDS EAST (NORTH 89 DEGREES 49 MINUTES 35 SECONDS EAST - MEASURED); A DISTANCE OF 152.49 FEET (152.71 FEET - MEASURED); THENCE NORTH O DEGREES OR MINUTES 50 SECONDS WEST (NORTH O DEGREES OF MINUTES 33 SECONDS WEST - MEASURED); A DISTANCE OF 338.88 FEET (339.00 FEET - MEASURED); THENCE SOUTH 86 DEGREES 22 MINUTES 05 SECONDS EAST, A DISTANCE OF 644-05 FEET TO A POINT IN THE CENTER NE OF BRINKER ROAD 2061.61 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1 (AS MEASURED ALONG THE CENTERLINE OF SAID ROAD); THENCE NORTH ALONG THE CENTERLINE OF SAID ROAD TO A POINT 660.0 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 4: THENCE WEST A DISTANCE OF 655.70 FEET MORE OR LESS TO A POINT 644.10 FEET EAST OF THE WEST LINE OF BAID NORTHWEST ; AND 660.0 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1; THENCE SOUTH A DISTANCE OF 759.0 FEET TO A POINT 642.0 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 4; THENCE SOUTH 89 DEGREES 43 MINUTES 52 SECONDS WEST - REASURED ON A LINE PARALLEL WITH THE NORTH LINE OF BAID NORTHWES! 1: A DISTANCE OF 387.0 PEET (387.86 FEET - MEASURED); TO A POINT WHICH 14 255.0 FEET EAST OF THE WEST LINE OF SAID SECTION; THENCE SOUTH 3 DECREES 59 MINUTES 34 SECONDS EAST - MEASURED; A DISTANCE OF 851.30 FEET MOPE OR LESS (851.45 FEET - MEASURED) TO THE POINT HEREINBEFORE MERTIONED AS THE PLACE OF BEGINNING (EXCEPT THAT PART OF SAID PROPERTY DISCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTER LINE OF BRIDGER ROAD 1476.15 FEET (AS MEASURED ALONG SAID CENTER LINE) SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1; THENCE NORTHERLY ALONG THE CENTER LINE OF BRINKER ROAD 185.55 FEET TO AN ANGLE POINT IN SAID CENTER LINE. CONTINUING THENCE NORTHERLY ALONG THE CENTER LINE OF BRINKER ROAD A DISTANCE OF 630.60 FEET TO A POINT 660.0 PEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 4; THENCE WEST A DISTANCE OF 655.70 PRET MORE OR LESS TO A POINT 644.10 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 1 AND 660.0 FEET SOUTH OF THE NORTH LINE OF BAID NORTHWEST 1; THENCE SOUTH A DISTANCE OF 759.0 FEET TO A POINT 642.0 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 1. CONTINUING THENCE SOUTH O DEGREES 22 MINUTES 46 SECONDS EAST MEASURED ALONG THE SAME STRAIGHT LINE A DISTANCE OF 57.11 FEET (57.09 FEET - MEASURED); THENCE NORTH 89 DEGREES AO MINUTES 20 SECONDS EAST - MEASURED, PARALLEL) WITH THE NORTH LINE OF SAID PROPERTY A DISTANCE OF 655.60 FEET (655.68 FEET - MEASURED); TO THE POINT OF BEGINNING), CONTAINING 15.93 ACRES MORE OR LESS, IN COOK COUNTY, ILLINOIS, SUBJECT TO ROADS AND HIGHWAYS, IF ANY.

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