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 \$4182 ER *97-482461
 COOK COUNTY RECORDER

76-70-461 D.J. Friedman (5)

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SUBORDINATION OF MORTGAGE AND INTERCREDITOR AGREEMENT

THIS SUBORDINATION OF MORTGAGE AND INTERCREDITOR AGREEMENT ("Intercreditor Agreement") is dated as of the 30th day of June, 1997, by and among PEHAB ASSOCIATES V, INC., an Illinois corporation ("Borrower"), LASALLE NATIONAL BANK ("First Mortgagee"), and INLAND MORTGAGE INVESTMENT CORPORATION, an Illinois corporation ("Second Mortgagee").

RECITALS:

A. Borrower is the owner of certain real property legally described on Exhibit "A" attached hereto located in Cook County, Illinois and all improvements thereon (the "Property").

B. First Mortgagee has agreed to make a loan in the principal amount of \$4,500,000 (the "First Loan") to Borrower, which First Loan is evidenced by a Promissory Note from Borrower to First Mortgagee of even date herewith (the "First Note") in the original principal amount of \$4,500,000 and is secured by, among other things, a Construction Mortgage, Security Agreement and Financing Statement executed by Borrower and encumbering the Property (the "First Mortgage") and by certain other documents and instruments (collectively, with the First Note and the First Mortgage, the "First Loan Documents").

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This Instrument Prepared By and After Recording Return to:

Michael S. Kurtzon
 Miller, Shakman, Hamilton,
 Kurtzon & Schlieke
 208 South LaSalle Street
 Suite 1100
 Chicago, Illinois 60604

Permanent Index Numbers:

See Exhibit "A"

Address of Property:

5400 and 5420 North Sheridan
 Chicago, Illinois

BOX 333-CTT

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C. Second Mortgagee has agreed to make a loan in the principal amount of \$700,000 (the "Second Loan") to Borrower, which Second Loan is evidenced by an Installment Note from Borrower to Second Mortgagee of even date herewith (the "Second Note") in the original principal amount of \$700,000 and is secured by, among other things, an Illinois Subordinated Mortgage and Security Agreement executed by Borrower and encumbering the Property (the "Second Mortgage") and by certain other documents and instruments (collectively, with the Second Note and the Second Mortgage, the "Second Loan Documents").

D. It is a condition precedent to First Mortgagee entering into the First Loan that (i) the First Loan remain at all times prior and superior to the Second Loan, and (iii) the First Loan Documents remain at all times a lien or charge upon the Property prior and superior to the lien or charge of the Second Loan Documents in accordance with the terms of this Agreement.

NOW, THEREFORE, in order to induce First Mortgagee to enter into the First Loan and in consideration of the mutual agreements and acknowledgements contained herein, the parties hereto agree as follows:

1. The recitals to this Agreement are incorporated herein and made a part hereof by this reference thereto.

2. Second Mortgagee hereby acknowledges and agrees that until the entire First Loan shall have been repaid in full and all of the obligations of the parties to the First Loan Documents have been satisfied, (a) all of the liens, security interests, terms, covenants and conditions of the Second Loan are and shall at all times be wholly subordinate to any and all present or future liens, security interests, terms, covenants and conditions of the First Loan and any and all obligatory advances and "Protective Advances" (as hereinafter defined) advanced or incurred in accordance therewith, and (b) all amounts due to Second Mortgagee under the Second Loan (including interest and/or principal payments or prepayments, assignments of leases and rents, rights with respect to insurance proceeds and condemnation awards, advances and expenses with interest), are and shall at all times continue to be expressly subject and subordinate in right of payment to the indebtedness of the Borrower evidenced by the First Loan Documents and any and all obligatory advances and Protective Advances advanced or incurred in accordance therewith. The term "Protective Advances" means any advances pursuant to the First Mortgage to protect the security of the First Mortgagee or holder of the First Loan in the Property and other collateral therein described such as, by way of example and not limitation, advances to pay real estate taxes, insurance premiums or maintenance costs. The provisions of this Section 2 shall not be

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deemed to preclude Second Mortgagee from receiving payments pursuant to the Second Loan Documents to the extent permitted under Section 8 hereof.

3. Second Mortgagee hereby approves the submission of the Property to the provisions of the Illinois Condominium Property Act, 765 ILCS 605/1 et seq. (the "Act"), for the purpose of converting the Property to condominium ownership and selling the residential units thereby created ("Units"). Second Mortgagee hereby agrees to provide partial releases of the lien of the Second Loan Documents as required to facilitate the sale of Units, and to the application of the proceeds of such sales in accordance with the provisions of the First Loan Documents.

4. Second Mortgagee shall not acquire by subrogation, contract or otherwise any lien upon any other estate, right or interest in the Property (including without limitation any which may arise in respect to real estate taxes, assessments of other governmental charges) which is or may be prior in right to the First Mortgage or the other First Loan Documents.

5. First Mortgagee may, without affecting the subordination of the Second Loan, in its sole and absolute discretion and without the approval of Second Mortgagee, and without regard to any effect upon the Second Loan or the interest, if any, of Second Mortgagee in the Property or the value of Second Mortgagee's interests, if any, in the Property: (1) release or compromise any obligation in the First Note or First Loan Documents, (2) release its liens in, or surrender, release or permit any substitution or exchange of all or any part of any properties securing repayment of the First Note, (3) retain or obtain a lien in any property to further secure payment of the First Note; provided, however, that First Mortgagee shall not object to the granting of a junior lien upon such collateral to Second Mortgagee to secure the Second Loan if Second Mortgagee and Borrower execute a subordination and intercreditor agreement in connection with such junior lien in form and substance similar to this Agreement, (4) increase the amount of the First Loan but only by the amount of any Protective Advances, (5) modify or extend the maturity date of the First Note, First Mortgage or First Loan Documents, or (6) modify the First Note, First Mortgage or First Loan Documents in any manner that is not expressly prohibited in this Agreement.

6. Second Mortgagee shall give First Mortgagee notice of any default by Borrower under any of the Second Loan Documents at the time such notice is given to the Borrower and copies of all further notices to Borrower relating to such default and copies of any foreclosure proceedings involving Borrower. First Mortgagee shall give Second Mortgagee notice of any default by Borrower under any of the First Loan Documents at the time such

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notice is given to the Borrower and copies of all further notices to Borrower relating to such default and copies of any foreclosure proceedings involving Borrower.

7. The commencement of foreclosure proceedings, appointment of a receiver, or any other remedial action under the Second Loan, without the prior, written consent of the holder or holders of the First Loan, shall constitute an Event of Default under the First Loan and the First Loan Documents at the time such enforcement or remedial action is initiated.

8. The payment of any amounts due under the Second Loan Documents is subordinated to the prior payment of amounts due under the First Note, First Mortgage and other First Loan Documents. Following the occurrence of a Default or an Event of Default under any of the First Loan Documents and the giving of written notice of same to Second Mortgagee, then, so long as First Mortgagee shall not be receiving all payments of principal and interest, and any other payments required to be made, under the First Loan Documents in the full amount owed as and when due, no payment shall be made to Second Mortgagee by or on behalf of Borrower for or on account of the amount due under the Second Loan Documents. So long as no Default or Event of Default under the First Note or First Loan Documents shall have occurred, Second Mortgagee shall be entitled to receive regularly scheduled interest and principal payments pursuant to the terms of the Second Note; provided, however, that no prepayments shall be permitted on the Second Loan. The First Loan shall not be deemed paid or satisfied in full until First Mortgagee has received full payment of all amounts due First Mortgagee and such payment is not subject to rescission, restoration or return. In the event payment of amounts due under the Second Loan Documents that are subordinated and prohibited as set forth above, is made, whether in cash, rent, profits, property or securities, Second Mortgagee shall promptly pay to First Mortgagee an amount equal to such payment.

9. So long as the First Mortgage shall remain a first lien upon the Property or any part thereof, Second Mortgagee shall execute, acknowledge and deliver, upon First Mortgagee's demand, at any time or from time to time, any and all further subordinations, agreements or other instruments in recordable form as First Mortgagee may reasonably require for carrying out the purpose and intent of the covenants contained herein.

10. Second Mortgagee hereby further represents and warrants to and covenants and agrees with First Mortgagee as follows:

(a) Second Mortgagee has delivered to First Mortgagee true and complete fully executed copies of the Second Loan Documents, and such documents have not been amended, modified or supplemented in any way.

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(b) Second Mortgagee hereby consents to and approves all provisions of the First Note, First Mortgage and the other First Loan Documents, and, any future amendments thereto as permitted in section 5 hereof.

(c) Without First Mortgagee's prior, written consent, which may be denied in the First Mortgagee's sole and absolute discretion, the Second Loan Documents will not be amended to (i) increase the principal amount of the indebtedness evidenced or secured thereby; provided, however, First Mortgagee hereby consents to an increase in the principal amount of the Second Loan by not more than \$100,000.00 subject to the prior written approval by First Mortgagee of all documents evidencing such increase, which approval shall not be unreasonably withheld or delayed, (ii) modify the terms of payment, interest rates or maturity date thereof, (iii) modify any other business terms thereof or (iv) grant the holders thereof any other security in the Property or in any other property that secures the First Loan. No other modifications will be made to the Second Loan Documents, without the First Mortgagee's prior, written consent, which consent shall not be unreasonably withheld or delayed.

(d) No additional advances will be made under the Second Loan Documents other than Protective Advances as permitted by such documents.

(e) Without the prior written consent of the holder or holders of the First Loan, the holder of the Second Loan will not assert, collect (other than as permitted in Section 8 hereof) or enforce all or any portion of the obligations under the Second Loan Documents, or take any action to foreclose or realize upon any collateral securing the Second Loan, or to enforce its rights and remedies under the Second Loan Documents; provided, however, that notwithstanding the foregoing, Second Mortgagee shall have the right to assert, collect or enforce such obligations if First Mortgagee or the holder of the First Loan does not take an "Enforcement Action" (as hereinafter defined) within six (6) months following the maturity date of the First Note. An Enforcement Action means (i) filing of a foreclosure action, or (ii) application for appointment of a receiver.

(F) If Second Mortgagee, in violation of the provisions set forth herein, shall commence, prosecute or participate in any suit, action or proceeding against Borrower, any holder or holders of the First Loan may intervene and interpose such defense or plea in its own name or in the name of the Borrower, and may, in any event, have standing to restrain the enforcement of the provisions of

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the Second Loan Documents in its own name or in the name of Borrower in the same suit, action or proceeding or in an independent suit, action or proceeding.

(g) Notwithstanding any other provisions in the Second Loan Documents to the contrary, Second Mortgagee agrees to assign and release unto the holder or holders of the First Loan all of its right, title and interest or claim in and to (i) all insurance policies and insurance proceeds in respect to the Property for application pursuant to the provisions of the First Mortgage and (ii) all condemnation awards made for any taking of any part of the Property for application pursuant to the provisions of the First Mortgage.

(h) If Second Mortgagee obtains any assets of the Borrower as a result of any proceeding or other action, Second Mortgagee will hold such assets in trust for, and immediately pay, deliver and assign to the holders of the First Loan such assets for application to the First Loan.

(i) Other than regularly scheduled payments of principal and interest expressly permitted by section 8 hereof, Second Mortgagee, as the holder of the Second Loan, shall not at any time demand or retain any voluntary or optional payment, prepayment, redemption or repurchase of any portion of the Second Loan from the Borrower, which optional or voluntary payments, repayments, redemptions or repurchases are expressly prohibited hereby.

(j) Upon the occurrence of any Bankruptcy Proceeding (as defined in Section 11 hereof) with respect to the Borrower, Second Mortgagee agrees to fully cooperate with the holder or holders of the First Loan in connection with such Bankruptcy Proceeding and to refrain from taking any actions which are inconsistent with the agreements contained in this Agreement. Second Mortgagee shall not be precluded from filing a proof of claim in any Bankruptcy Proceeding that is not inconsistent with the agreements contained in this Agreement.

(k) If the holder or holders of the First Loan or their agents exercise any right or take any remedial action pursuant to the terms and provisions of the First Mortgage or the First Loan Documents, Second Mortgagee expressly waives any defenses or claims it may have as a junior mortgagee or otherwise against the First Mortgagee or holder of the First Loan, in connection with such act by the holder or holders of the First Loan or their agents, other than defenses or claims predicated on a breach of this Agreement by First Mortgagee or the holder of the First Loan or First Mortgagee's or such holder's bad faith or willful misconduct.

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(l) Second Mortgagee agrees to refrain from challenging the First Loan or the First Note, First Mortgage or First Loan Documents and not to oppose any plan of reorganization or rehabilitation proposed or approved by the holder or holders of the First Loan in any Bankruptcy Proceeding on the basis that Second Mortgagee is entitled to any payments until the First Loan has been paid in full.

(m) Second Mortgagee shall not commence any Bankruptcy Proceeding against the Borrower, or any of Borrower's properties, or exercise any right to take any action which could terminate or in any way adversely affect the First Loan or the First Mortgage or First Loan Documents or the availability of the Property (including without limitation all rents, revenues, issues, profits and proceeds of the Property) to pay and satisfy the First Loan in full; provided, however, that notwithstanding the foregoing limitation, Second Mortgagee shall have the right to commence a Bankruptcy Proceeding if First Mortgagee or the holder of the First Loan does not commence an Enforcement Action on or before six (6) months from the maturity date of the First Note.

(n) The foregoing provisions are solely for the purpose of defining the relative rights of the holder or holders of the First Loan and the holder or holders of the Second Loan, and nothing herein shall impair, as between the Borrower and First Mortgagee, the obligation of the Borrower, which is unconditional and absolute, to pay the First Loan in accordance with its terms, nor shall anything herein prevent First Mortgagee from exercising all remedies otherwise permitted by applicable law or under the First Note, First Mortgage or First Loan Documents.

11. In the event of any proceedings to liquidate, dissolve or wind up the Borrower, or of any execution, sale, receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization, or other similar proceedings relative to the Borrower or its property (a "Bankruptcy Proceeding"), the First Loan shall be preferred in payment over the Second Loan, and the First Loan shall first be paid in full before any payment is made upon the Second Loan; and in any such event any payment or distribution of any kind or character, whether in cash, property or securities (other than in securities or other evidences of indebtedness, the payment of which is subordinated to the First Loan to the same extent as herein provided), which shall be made upon or in respect of the Second Loan as a result of any such proceeding, shall be paid over first to the holder or holders of the First Loan for application in payment thereof unless and until the First Loan shall have been paid or satisfied in full.

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12. Second Mortgagee, as the holder of the Second Loan, undertakes and agrees for the benefit of each holder of the First Loan to execute, verify, deliver and file any proofs of claim, consents, assignments or other instruments which any holder of the First Loan may at any time reasonably require in connection with any Bankruptcy Proceeding in order to effectuate the agreements contained herein.

13. Notwithstanding anything to the contrary herein contained that precludes Second Mortgagee from enforcing its rights under the Second Loan Documents, in the event that First Mortgagee or the holders of the First Loan Documents files suit to foreclose the First Mortgage, then, subject to the prior rights of the First Mortgagee or holder of the First Loan set forth in this Agreement, Second Mortgagee shall have the right to foreclose the Second Mortgage in such suit.

14. No right of the holder or holders of the First Loan to enforce the subordination of the Second Loan Documents, or the Second Loan, as herein provided shall at any time or in any way be affected or impaired by any failure to act on the part of the Borrower, or by any non-compliance by the Borrower with any of the terms, provisions and covenants of the Second Loan or the Second Loan Documents, regardless of any knowledge thereof that the holder or holders of the First Loan may have or be otherwise charged with.

15. Second Mortgagee hereby represents and warrants to First Mortgagee that it has full power and authority to enter into and perform its obligations hereunder, that this Agreement has been duly authorized, executed and delivered and constitutes the legal, valid and binding obligations of Second Mortgagee enforceable in accordance with its terms.

16. All notices or other communications required or permitted hereunder shall be (a) in writing and shall be deemed to be given when either (i) delivered in person, (ii) three business days after deposit in a regularly maintained receptacle of the United States mail as registered or certified mail, postage prepaid, (iii) when received if sent by private courier service or by facsimile transmission, or (iv) on the day on which the party to whom such notice is addressed refuses delivery by mail or by private courier service and (b) addressed as follows:

To First Mortgagee:

LaSalle National Bank
135 South LaSalle Street
Suite 1225
Chicago, Illinois 60603
Attn: Myles C. Milek
Facsimile: (312) 904-6467

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With copy to: Miller, Shakman, Hamilton,
Kurtzon & Schlifke
208 South LaSalle Street
Suite 1100
Chicago, Illinois 60604
Attn: Michael S. Kurtzon
Facsimile: (312) 263-3270

If to Second Mortgagee: Inland Mortgage Investment
Corporation, Inc.
2901 Butterfield Road
Oak Brook, Illinois 60521
Attn: Paul J. Wheeler, President
Facsimile No.: (630) 954-5665

With copy to: The Inland Group, Inc.
2901 Butterfield Road
Oak Brook, Illinois 60521
Attn: Robert Baum, General Counsel
Facsimile No.: (630) 218-4900

If to Borrower: Rehab Associates V, Inc.
2901 Butterfield Road
Oak Brook, Illinois 60521
Attn: Paul J. Wheeler, President
Facsimile No.: (630) 954-5665

With copy to: The Inland Group, Inc.
2901 Butterfield Road
Oak Brook, Illinois 60521
Attn: Robert Baum, General Counsel
Facsimile No.: (630) 218-4900

or to each such party at such other addresses as such party may designate in a written notice to the other parties.

17. THIS AGREEMENT AND ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED UNDER THE LAWS OF THE STATE OF ILLINOIS. BORROWER AND SECOND MORTGAGEE, IN ORDER TO INDUCE FIRST MORTGAGEE TO ENTER INTO THE FIRST LOAN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH HEREBY IS ACKNOWLEDGED, AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS AGREEMENT SHALL BE LITIGATED, AT FIRST MORTGAGEE'S SOLE DISCRETION AND ELECTION, ONLY IN COURTS HAVING A SITUS WITHIN THE

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COUNTY OF COOK, STATE OF ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR SAID COUNTY. BORROWER AND SECOND MORTGAGEE EACH HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT BY FIRST MORTGAGEE ON THIS AGREEMENT IN ACCORDANCE WITH THIS PARAGRAPH. THIS PROVISION IS A MATERIAL INDUCEMENT FOR FIRST MORTGAGEE TO ENTER INTO THE FIRST LOAN.

18. EACH OF BORROWER AND SECOND MORTGAGEE EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY FIRST MORTGAGEE ON THIS AGREEMENT, ANY AND EVERY RIGHT IT MAY HAVE TO (I) A TRIAL BY JURY, (II) INTERPOSE ANY COUNTERCLAIM THEREIN UNLESS EXPRESSLY PERMITTED HEREUNDER OR SUCH CLAIM IS REQUIRED TO BE SO PLED BY APPLICABLE COURT RULES TO PREVENT SUCH RIGHTS FROM BEING BARRED, AND (III) SEEK TO HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING UNLESS REQUIRED TO DO SO BY APPLICABLE COURT RULES TO PREVENT SUCH RIGHTS FROM BEING BARRED.

19. The covenants and agreements of Second Mortgagee contained in this Agreement that benefit First Mortgagee or the holder of the First Loan and any restriction on Second Mortgagee shall cease upon repayment of the First Loan in full and release of the First Mortgage.

20. This Agreement may be signed in multiple counterparts with the same effect as if all signatories had executed the same instrument.

21. All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable or not entitled to be recorded under any applicable law. If any term of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the other terms of this Agreement shall in no way be affected thereby.

22. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Agreement contained by or on behalf of any party shall bind and inure to the benefit of the respective successors and assigns of such party, whether so expressed or not.

23. This Agreement and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first set forth above.

BORROWER:

REHAB ASSOCIATES V, INC., an Illinois corporation

ATTEST:

By: [Signature]

Its: [Signature]

By: [Signature]

Its: [Signature]

FIRST MORTGAGEE:

LASALLE NATIONAL BANK

ATTEST:

By: [Signature]

Its: [Signature]

By: [Signature]

Its: Loan President

SECOND MORTGAGEE:

INLAND MORTGAGE INVESTMENT CORPORATION, INC., an Illinois corporation

ATTEST:

By: [Signature]

Its: [Signature]

By: [Signature]

Its: [Signature]

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STATE OF ILLINOIS))
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 20th day of June, 1997, before me personally appeared [Signature] and [Signature] the President and [Signature] respectively, of LASALLE NATIONAL BANK, a national banking corporation, to me known to be the same persons who signed the foregoing instrument as their free act and deed as such officers for the use and purpose therein mentioned, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at [Signature], in the County of Cook and State of Illinois, the day and year last aforesaid.

(NOTARY SEAL)

[Signature]
Notary Public

My Commission Expires: _____



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Notary Public of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I HEREBY CERTIFY that on this 5th day of June, 1997, before me personally appeared Raymond E. Petersen and Gale A. Evans, the Sr. Vice President and Asst. Vice President, respectively, of INLAND MORTGAGE INVESTMENT CORPORATION, INC., an Illinois corporation, to me known to be the same persons who signed the foregoing instrument as their free act and deed as such officers for the use and purpose therein mentioned, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Oak Brook, in the County of DuPage and State of Illinois, the day and year last aforesaid.

(NOTARY SEAL)

Mary V. Cooper
Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 11

THE SOUTH 42 1/2 FEET OF LOT 10 AND ALL OF LOTS 11 AND 12 IN BLOCK 6 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 21

THE SOUTH 37 1/2 FEET OF LOT 8 AND ALL OF LOT 9 AND THE NORTH 7 1/2 FEET OF LOT 10 IN BLOCK 6 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NOS. : 14-08-206-020-0000
14-08-206-021-0000
14-08-206-023-0000

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