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RECORDATION REQUESTED BY:

BRIDGEVIEW BANK AND TRUST
7940 South Harlem Avenue
Bridgeview, IL 60455

97508444

WHEN RECORDED MAIL TO:

BRIDGEVIEW BANK AND TRUST
7940 South Harlem Avenue
Bridgeview, IL 60455

SEND TAX NOTICES TO:

BRIDGEVIEW BANK AND TRUST
7940 South Harlem Avenue
Bridgeview, IL 60455

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49437 CG *-97-508444
COOK COUNTY RECORDER
FOR RECORDER'S USE ONLY

PT 874 2053

This Assignment of Rents prepared by: Bridgeview Bank and Trust -
7940 South Harlem Ave.
Bridgeview, IL 60455

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED JULY 1, 1997, between Bridgeview Bank and Trust, whose address is 7940 South Harlem Ave., Bridgeview, IL 60455 (referred to below as "Grantor"); and BRIDGEVIEW BANK AND TRUST, whose address is 7940 South Harlem Avenue, Bridgeview, IL 60455 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns, grants a continuing security interest in, 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:

See attached legal description Exhibit "A" made a part hereof.

The Real Property or its address is commonly known as 7035 W. 65th Street, Beach Park, IL 60638. The Real Property tax identification number is 19-19-113-006-0000; 19-19-116-038-0000; 19-19-116-047-0000.

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 attributed 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 this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means Bridgeview Bank and Trust, Trustee under that certain Trust Agreement dated June 30, 1997 and known as Trust No. 1-2556.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities,

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plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntarily or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means BRIDGEVIEW BANK AND TRUST, its successors and assigns. The word "Note" means the promissory note or credit agreement dated July 1, 1987, in the original principal amount of \$2,750,000.00 from Grantor and any co-borrowers to Lender, together with all renewals or amendments of, modifications of, replacements of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 9.00%.

Property. The word "Property" means the real property, and all improvements thereon, described above in the Assignment. The words "Real Property" mean the property, interests and rights described above in the "Property" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Realty. The word "Realty" means all rents, revenues, income, issues, profits and proceeds from the Property, whether due now or later, including without limitation all rents from all leases described in any other attached to this Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTEE UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Document, Grantor shall pay to Lender all amounts secured by the Real Property as they become due, and shall satisfy within all of Grantor's obligations under this Assignment. Unless and until Lender receives no right to collect the rents as provided below and so long as there is no default under this Assignment, Grantor shall 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.

GRANTEE'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the rents, Grantor represents and warrants to Lender that: Grantor is entitled to receive the Rents free and clear of all rights, liens, taxes, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

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 shall have the right at any time, and even though no default shall 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:

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

After the Property, Lender may enter upon and take possession of the Property, demand, collect and receive the Rents necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenants or landlords or other persons from 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 an employee, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water charges, and the premiums on the and other insurance effected by Lender on behalf of 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 an employee, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water charges, and the premiums on the and other insurance effected by Lender on behalf of the Property.

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the Property.

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

Lease 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 stated 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'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 Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures 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, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person 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, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this 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 repaid or recovered to the same extent as if that 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 or to this Assignment.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Lender's interest 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 expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, 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 to 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 rights 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 so 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:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

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

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Assignment or any of the Related Documents.

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

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

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

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

Arbitration. Lender and Grantor agree that all disputes, claims and controversies between them, whether individual, joint, or class in nature, arising from this Assignment or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Assignment shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Multiple Parties; Corporate Authority. All obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Assignment.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. 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 inure 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, may deal with Grantor's successors with reference to this Assignment and the indebtedness by 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.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under 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 prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor'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 where such consent is required.

GRANTOR'S LIABILITY This Assignment is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing in this Assignment or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under this Assignment, or to perform any covenant either express or implied contained in this Assignment, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Assignment, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Note and indebtedness, by the enforcement of the lien created by this Assignment in the manner provided in the Note and herein or by action to enforce the personal liability of any

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PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 50 FEET OF SAID QUARTER-QUARTER SECTION, 25 FEET WEST OF THE EAST LINE THEREOF; THENCE SOUTH AT 90 DEGREES TO THE SAID SOUTH LINE OF THE NORTH 50 FEET OF SAID QUARTER-QUARTER SECTION, 665.0 FEET TO THE SOUTH LINE OF THE NORTH 715 FEET OF SAID QUARTER-QUARTER SECTION; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 715 FEET AFORESAID, 521.50 FEET TO ITS INTERSECTION WITH A CURVE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 246.01 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 118.96 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE CONTINUING SOUTHWESTERLY TANGENT TO LAST DESCRIBED CURVE, 44.09 FEET TO A POINT OF CURVE OF A CURVE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 222.01 FEET; THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 67.55 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE CONTINUING SOUTHWESTERLY TANGENT TO THE LAST DESCRIBED CURVE, 22.64 FEET; THENCE CONTINUING SOUTHWESTERLY ALONG A LINE DEFLECTING TO THE LEFT AND FORMING AN ANGLE OF 3 DEGREES 46 MINUTES WITH THE PROLONGATION SOUTHERLY OF THE LAST DESCRIBED LINE 48.80 FEET TO ITS INTERSECTION WITH A CURVE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 240.01 FEET (SAID LAST DESCRIBED LINE BEING THE TANGENT LINE AND THE SAID TANGENT LINE EXTENDED OF SAID CURVE); THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 60.81 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE NORTH ALONG A LINE TANGENT TO THE LAST DESCRIBED 90.0 FEET TO A POINT 849.97 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AFORESAID (MEASURED AT 90 DEGREES); THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN INTERIOR ANGLE OF 171 DEGREES 31 MINUTES 25 SECONDS WITH THE LAST DESCRIBED COURSE, 131.79 FEET TO ITS INTERSECTION WITH A CURVE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 296.94 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 38.50 FEET TO A LINE DRAWN AT 90 DEGREES TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AFORESAID; THENCE NORTH ALONG SAID RIGHT ANGLE LINE, 678.81 FEET TO THE SOUTH LINE OF THE NORTH 50 FEET OF THE SAID QUARTER-QUARTER SECTION; THENCE EAST ALONG THE SAID SOUTH LINE OF THE NORTH 50 FEET OF SAID QUARTER-QUARTER SECTION, 620.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19,

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TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 715 FEET OF SAID
QUARTER-QUARTER SECTION, 31.19 FEET WEST OF THE EAST LINE THEREOF;
THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH 715 FEET, 521.5 FEET TO
ITS INTERSECTION WITH A POINT OF CURVE CONVEX SOUTHEASTERLY HAVING
A RADIUS OF 240.01 FEET; THENCE SOUTHWESTERLY ON SAID CURVE AN ARC
DISTANCE OF 118.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE
SOUTHWESTERLY ON A LINE TANGENT TO THE LAST DESCRIBED CURVE 44.09
FEET TO A POINT OF CURVE; THENCE SOUTHERLY ALONG A CURVED LINE
CONVEX NORTHWESTERLY HAVING A RADIUS OF 222.01 FEET AN ARC DISTANCE
OF 56.64 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 920.0
FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19 AFORESAID;
THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 920.0 FEET OF SAID
QUARTER-QUARTER SECTION, 590.91 FEET TO A POINT 33.10 FEET WEST OF THE
EAST LINE OF SAID QUARTER-QUARTER SECTION; THENCE NORTH AT 90
DEGREES TO THE LAST DESCRIBED COURSE 205 FEET TO THE POINT OF
BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF BLOCK 44 IN FREDERICK H. BARTLETT'S CHICAGO HIGHLANDS OF
THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 38
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS
FOLLOWS:

NOTE. FOR THE FOLLOWING COURSES THE SOUTH LINE OF AFORESAID BLOCK 44
IS CONSIDERED AS BEARING DUE EAST.

COMMENCING AT THE SOUTHWEST CORNER OF AFORESAID BLOCK 44: THENCE
EAST IN ITS SOUTH LINE, BEING THE NORTH LINE OF WEST 65TH STREET, A
DISTANCE OF 303.37 FEET TO A POINT; THENCE NORTH 0 DEGREES 32 MINUTES 35
SECONDS WEST IN A LINE A DISTANCE OF 133.89 FEET TO A POINT; THENCE
NORTH 89 DEGREES 59 MINUTES 35 SECONDS WEST IN A LINE A DISTANCE OF
303.40 FEET TO A POINT IN THE WEST LINE OF AFORESAID BLOCK 44, BEING THE
EAST LINE OF NOTTINGHAM AVENUE: THENCE SOUTH 0 DEGREES 32 MINUTES 10
SECONDS EAST IN AFORESAID WEST LINE OF BLOCK 44 A DISTANCE OF 133.92
FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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