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## RECIPROCAL EASEMENT, ACCESS, REPAIR AND MAINTENANCE AGREEMENT

97560233

THIS RECIPROCAL  
EASEMENT, ACCESS, REPAIR  
AND MAINTENANCE

AGREEMENT (the "Agreement") is  
made as of this 29 day of  
July, 1997, by and  
between 9401 Grand L.L.C., an  
Illinois limited liability company  
("9401 Owner"), and 2721  
Edgington, L.L.C., an Illinois limited  
liability company ("2721 Owner," 9401 Owner and 2721 Owner are sometimes individually referred to as an "Owner" and collectively referred to as the "Owners").

DEPT-01 RECORDING \$43.00  
T90012 TRAN 6153 08/01/97 12:29:00  
48292 + RC # -97-560233  
COOK COUNTY RECORDER

The following recitals of fact are a material part of this Agreement:

A. 9401 Owner was the owner of certain property which has recently been subdivided into two tracts of real estate, both located within the City of Franklin Park, County of Cook, State of Illinois, which are more fully described in Exhibit A ("9401 Property") and Exhibit B ("2721 Property") attached hereto and incorporated herein by this reference (9401 Property and 2721 Property, together with all structures, fixtures, appurtenances and easements, are referred to collectively as the "Property").

B. Pursuant to the certain Special Warranty Deed dated July 24, 1997, 9401 Owner conveyed the 2721 Property to 2721 Owner and retained ownership of the 9401 Property.

C. The Property, which was originally developed as one parcel, shares certain interdependent common facilities, as more fully set forth in Section 1 hereof (collectively, the "Shared Facilities") which are necessary for the operation and use of the Property.

D. Because the exact location of the Shared Facilities is difficult to ascertain (i.e., the exact location of the Shared Facilities within the improvement located on the Property), the location of the Shared Facilities is set forth in general terms in this Agreement.

E. Pursuant to the mutual agreement of the Owners, the Owners have agreed to grant certain reciprocal easements for the mutual operation of the Shared Facilities, all of which the Owners desire to set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereof acknowledged, the following grants, agreements, covenants and restrictions are hereby made:

Prepared by, and after  
recording return to

Marie S. Joseph  
17' Arconia & Pflaum  
10 North LaSalle Street  
Suite 2900  
Chicago, IL 60602

168792/3

BOX 333-CTI

97560233

75 45 989 686 54 52

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## SECTION I RECIPROCAL EASEMENTS FOR THE SHARED FACILITIES

### (a) Electrical Systems

(i) 9401 Owner hereby grants, gives and conveys to 2721 Owner for the benefit of the 2721 Property a permanent easement to use the existing electrical systems (the "Electrical Systems") servicing the 2721 Property which are located on the 9401 Property.

(ii) 2721 Owner hereby grants, gives and conveys to 9401 Owner for the benefit of the 9401 Property a permanent easement to use the Electrical Systems servicing the 9401 Property which are located on the 2721 Property.

### (b) Fire Protection Systems

(i) 9401 Owner hereby grants, gives and conveys to 2721 Owner for the benefit of the 9401 Property a permanent easement to use the existing fire protection systems, which include water lines, pumps and alarm monitors (collectively, the "Fire Protection Systems") servicing the 2721 Property which are located on the 9401 Property.

(ii) 2721 Owner hereby grants, gives and conveys to 9401 Owner for the benefit of the 9401 Property a permanent easement to use the Fire Protection Systems servicing the 9401 Property which are located on the 2721 Property.

(c) Water Systems: 9401 Owner hereby grants, gives and conveys to 2721 Owner for the benefit of the 2721 Property a permanent easement to use the existing water systems (the "Water Systems") servicing the 2721 Property which are located on the 9401 Property.

(d) Telephone Lines: 9401 Owner hereby grants, gives and conveys to 2721 Owner for the benefit of the 2721 Property a permanent easement to use the existing telephone lines (the "Telephone Lines") servicing the 2721 Property which are located on the 9401 Property.

### (e) Heating Systems

(i) 2721 Owner hereby grants, gives and conveys to 9401 Owner for the benefit of the 9401 Property a permanent easement to use the existing heating and ventilation systems (the "Heating Systems") servicing the 9401 Property which are located on the 2721 Property, including, without limitation, the steam generators located in the boiler room on the 2721 Property (the "Boiler Room"), which generators either service the 9401 Property directly or act as back-up generators for the 9401 Property.

(ii) 9401 Owner hereby grants, gives and conveys to 2721 Owner for the benefit of the 2721 Property a permanent easement to use the Heating Systems servicing the 2721 Property which are located on the 9401 Property, including, without limitation, the generators which act as back-up for the 2721 Property.

(f) Gas Lines: 2721 Owner hereby grants, gives and conveys to 9401 Owner for the benefit of the 9401 Property a permanent easement to use the existing gas lines (the "Gas Lines") servicing the 9401 Property which are located on the 2721 Property.

(g) Charges: The charges for the foregoing Shared Facilities are and will be separately metered and the Owners are and will be individually billed for such use.

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## SECTION 1 RECIPROCAL EASEMENTS FOR THE SHARED FACILITIES

(a) Electrical Systems

(i) 9401 Owner hereby grants, gives and conveys to 2721 Owner for the benefit of the 2721 Property a permanent easement to use the existing electrical systems (the "Electrical Systems") servicing the 2721 Property which are located on the 9401 Property.

(ii) 2721 Owner hereby grants, gives and conveys to 9401 Owner for the benefit of the 9401 Property a permanent easement to use the Electrical Systems servicing the 9401 Property which are located on the 2721 Property.

(b) Fire Protection Systems

(i) 9401 Owner hereby grants, gives and conveys to 2721 Owner for the benefit of the 9401 Property a permanent easement to use the existing fire protection systems, which include water lines, pumps and alarm monitors (collectively, the "Fire Protection Systems") servicing the 2721 Property which are located on the 9401 Property.

(ii) 2721 Owner hereby grants, gives and conveys to 9401 Owner for the benefit of the 9401 Property a permanent easement to use the Fire Protection Systems servicing the 9401 Property which are located on the 2721 Property.

(c) Water Systems. 9401 Owner hereby grants, gives and conveys to 2721 Owner for the benefit of the 2721 Property a permanent easement to use the existing water systems (the "Water Systems") servicing the 2721 Property which are located on the 9401 Property.

(d) Telephone Lines. 9401 Owner hereby grants, gives and conveys to 2721 Owner for the benefit of the 2721 Property a permanent easement to use the existing telephone lines (the "Telephone Lines") servicing the 2721 Property which are located on the 9401 Property.

(e) Heating Systems

(i) 2721 Owner hereby grants, gives and conveys to 9401 Owner for the benefit of the 9401 Property a permanent easement to use the existing heating and ventilation systems (the "Heating Systems") servicing the 9401 Property which are located on the 2721 Property, including, without limitation, the steam generators located in the boiler room on the 2721 Property (the "Boiler Room"), which generators either service the 9401 Property directly or act as back-up generators for the 9401 Property.

(ii) 9401 Owner hereby grants, gives and conveys to 2721 Owner for the benefit of the 2721 Property a permanent easement to use the Heating Systems servicing the 2721 Property which are located on the 9401 Property, including, without limitation, the generators which act as back-up for the 2721 Property.

(f) Gas Lines. 2721 Owner hereby grants, gives and conveys to 9401 Owner for the benefit of the 9401 Property a permanent easement to use the existing gas lines (the "Gas Lines") servicing the 9401 Property which are located on the 2721 Property.

(g) Charges. The charges for the foregoing Shared Facilities are and will be separately metered and the Owners are and will be individually billed for such use.

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## SECTION 2 ACCESS EASEMENTS TO THE PROPERTY

(a) Access Easement to the 9401 Property. 9401 Owner hereby grants, gives and conveys to 2721 Owner a permanent, non-exclusive easement for access to and ingress and egress over, upon and across the 9401 Property for the use, inspection and repair (as more fully set forth in Section 3) of the Electrical Systems, the Fire Protection Systems, the Water Systems, the Telephone Lines and the Heating Systems located on the 9401 Property, together with all reasonably related activities, for the benefit of the 2721 Property.

(b) Access Easement to the 2721 Property. 2721 Owner hereby grants, gives and conveys to 9401 Owner a permanent, non-exclusive easement for access to and ingress and egress over, upon and across the 2721 Property for the use, inspection and repair (as more fully set forth in Section 3) of the Electrical Systems, the Fire Protection Systems, the Heating Systems, including without limitation, the Boiler Room, and Gas Lines located on the 2721 property, together with all reasonably related activities, for the benefit of 9401 Property.

(c) Time of Access to the Property. The Owners hereby agree that all access allowed pursuant to Section 2 hereof shall be at reasonable times and upon conditions mutually and reasonably acceptable to the Owners.

## SECTION 3 REPAIR AND MAINTENANCE

(a) Repair and Maintenance of the Shared Facilities. In the event the Shared Facility needs repair or maintenance, the Owner of the portion of the Property in which such Shared Facility is located shall cause the repair or maintenance of such Shared Facility and charge the other Owner the equitable cost of such repair or maintenance. Such cost must be paid within ten (10) days after receipt of notice of such cost and, if not paid within such ten (10) day period, the amount due shall incur interest at the annual rate of prime, as published in the Wall Street Journal, plus five percent (5%) until paid. In the event the Owner of such Shared Facility fails to promptly cause the repair or maintenance thereof (the "Defaulting Party"), the other Owner (the "Non-Defaulting Party") may send written notice to the Defaulting Party, which notice shall contain an itemized statement of the specific deficiencies (the "Deficiencies") in the Defaulting Party's performance in effectuating such repair or maintenance. The Defaulting Party shall have ten (10) days after receipt of such notice to repair the Deficiencies or commence to correct the Deficiencies, if the Deficiencies can not be corrected within the ten (10) day period, and thereafter, to proceed diligently in effectuating the completion or the correction of the Deficiencies. If the Defaulting Party fails or refuses to timely correct or to begin to correct the Deficiencies, the Non-Defaulting Party may, but shall have no obligation to, correct the Deficiencies and the Defaulting Party will, promptly upon receipt of an itemized invoice for the costs incurred by the Non-Defaulting Party, pay its share of the costs to the Non-Defaulting Party.

(b) Employees. The Owners shall attempt, in good faith, to hire one employee to maintain and repair the Shared Facilities (the "Joint Employee"). The cost of the Joint Employee shall be allocated between the Owners on an equitable basis. In the event the Owners can not promptly choose one employee as the Joint Employee, the Owners shall each be entitled to hire one employee to maintain and repair the Shared Facilities specifically benefitting the 9401 Property or the 2721 Property, as the case may be (collectively, the "Sole Employees"), but the Owners agree that each such Sole Employee shall be instructed to work in a cooperative manner with the other Sole Employee.

## SECTION 4 INTENT

The rule of strict construction does not apply to the easements granted in this Agreement. The grants herein shall be given a reasonable construction to carry out the intention of the parties hereto to confer commercially usable rights of access, ingress and egress of each grantee for the purposes set forth. The parties agree and acknowledge that

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the grants of easement set forth above are intended to accommodate the activities to be conducted by the parties for their own purposes, and shall be liberally interpreted in order fully to effect such intent.

## SECTION 5 COVENANTS RUNNING WITH THE LAND

All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the Property for the term hereof and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

## SECTION 6 TRANSFER OF OWNERSHIP

All transferees shall automatically assume and be bound by the burdens and obligations hereunder running with the land to the owner of the parcel or portion thereof being transferred.

## SECTION 7 TERMINATION BY EASEMENT GRANTEE

The grantee of any easement granted in this Agreement may terminate such easement by recording a release thereof with the Office of Recorder of Deeds of Cook County, Illinois with directions for delivery of the same to the grantor of such easement at its address given pursuant hereto, whereupon all rights, duties and liabilities hereby created shall terminate as to such easement except for liabilities incurred hereunder prior to such termination. For convenience, such instrument may run to "the owner or owners and parties interested in" the 9401 Property or the 2721 Property, as applicable.

## SECTION 8 INDEMNITY

9401 Owner shall defend and indemnify and hold harmless 2721 Owner and its members, managers, agents, successors and assigns from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees and costs) for injury to person or death or property damage arising out of or resulting from the activities permitted hereunder or from the negligent use of or activities on the 2721 Property from and after the date of the Agreement, by 9401 Owner or its respective agents, employees or contractors, except for any such liability, loss, damage, costs and expenses arising in whole or in part from the acts of 2721 Owner or its agents.

2721 Owner shall defend and indemnify and hold harmless 9401 Owner and its members, managers, agents, successors and assigns from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from the activities permitted hereunder or from the negligent use of or activities on the 9401 Property from and after the date of the Agreement, by 2721 Owner or its respective agents, employees or contractors, except for any such liability, loss, damage, costs and expenses arising in whole or in part from the acts of 9401 Owner or its agents.



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## SECTION 9 NOTICES

Any notice to any of parties hereunder shall be deemed sufficiently given (a) on the date of service if served personally (or when delivery is refused), (b) on the third business day after mailing if mailed by United States registered or certified mail, return receipt requested, postage prepaid, (c) one day following the date of delivery to an overnight air-courier if sent by overnight air-courier or (d) on the date of transmission if sent by telecopy, telefax or similar device in each case addressed to the parties at their respective addresses set forth below:

If to 9401 Owner: 9401 Grand L.L.C.  
c/o DLS Real Estate, Inc.  
9401 W. Grand Avenue  
Franklin Park, Illinois 60131  
Attn: Donald L. Shoemaker  
Facsimile No. (847) 288-0092

With a copy to: Robert J. Bobb and Company  
311 S. Wacker  
Suite 5500  
Chicago, IL 60606  
Attn: Robert J. Bobb  
Facsimile No.: (312) 913-1001

With a courtesy copy to: D'Ancona & Pflaum  
30 North LaSalle Street  
Suite 2900  
Chicago, IL 60602  
Attn: Marc S. Joseph, Esq.  
Facsimile No.: (312) 580-0923

If to 2721 Owner: 2721 Edgington, L.L.C.  
c/o DLS Real Estate, Inc.  
9401 W. Grand Avenue  
Franklin Park, IL 60131  
Attn: Donald L. Shoemaker  
Facsimile No.: (847) 288-0092

With a copy to: Robert J. Bobb and Company  
311 S. Wacker  
Suite 5500  
Chicago, IL 60606  
Attn: Robert J. Bobb  
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30 North LaSalle Street  
Suite 2900  
Chicago, IL 60602  
Attn: Marc S. Joseph, Esq.  
Facsimile No.: (312) 580-0923

All notices sent by telecopy, telex or similar device shall be subsequently confirmed by U.S. certified or registered mail.

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## SECTION 10 ENTIRE AGREEMENT, AMENDMENTS AND WAIVERS

This Agreement contains the entire agreement and understanding of the parties in respect to the subject matter hereof, and the same may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby.

## SECTION 11 RECORDING

This Agreement shall be recorded by the parties in the Office of the Recorder of Deeds of Cook County, Illinois.

## SECTION 12 FURTHER ASSURANCES

The parties agree to execute, acknowledge and deliver all instruments and assurances and to take all such further action as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby, provided, however, that any further act, instrument or assurance does not adversely affect the economic position, or create any potential liability on the part of the party requested to furnish such further act, instrument or assurance.

## SECTION 13 NO THIRD PARTY BENEFITS AND SUCCESSOR OBLIGATIONS

This Agreement is for the sole and exclusive benefit of the parties hereto, and their respective tenants, successors and assigns, and no other party is intended to or shall have any rights hereunder, except for the respective utility companies who supply and service the utility services which are the subject of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, devisees, personal representatives, respective successors and assigns, and any and all future transferees, owners, occupants, users or successors or assigns of the Property.

## SECTION 14 RIGHTS

The Owners have the right to use the easement areas granted by this Agreement for purposes which will not materially or substantially interfere with the other party's use or their tenant's use or enjoyment of the respective properties. Likewise, the Owners have the right to use the easement areas they have granted by this Agreement for purposes which will not interfere with such other party's enjoyment of the easement rights hereby granted, or the performance by such party of its obligations hereunder.

All activities conducted by a party to this Agreement pursuant to easement rights granted hereby shall be performed in a manner so as to minimize any interference with the other party's use or their tenant's use or enjoyment of their respective properties and in accordance with all applicable laws and regulations, in a good and workmanlike manner.

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## SECTION 15 TERM

All easements granted hereby shall be permanent unless provided for otherwise in this Agreement.

## SECTION 16 ENFORCEMENT COSTS

If any action is brought by a party hereto against any other party to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its court costs incurred and reasonable attorneys' fees.

## SECTION 17 MISCELLANEOUS

(a) The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.

(b) Whenever under the terms of this Agreement the time for performance of a covenant or conditions fall upon a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. Otherwise all references herein to "days" shall mean calendar days.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(d) Time is of the essence of this Agreement.

## SECTION 18 COUNTERPARTS/FACSIMILE EXECUTION

This Agreement may be signed in various counterparts, all of which taken together shall be deemed to be one and the same instrument. Facsimile signature pages of this Agreement shall be valid and binding as original signatures and shall be considered an agreement of the respective parties to fully execute and deliver originally signed copies of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by 2721 Owner and 9401 Owner on the respective dates set forth beneath each of their signatures.

9401 GRAND L.L.C., an Illinois limited liability company

By: [Signature]  
Name: ROBERT V. BUSE  
Date: 7/24/97

2721 EDGINGTON, L.L.C., an Illinois limited liability company

By: [Signature]  
Name: ROBERT V. BUSE  
Date: 7/24/97

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\* 0743000000000 \*

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, LISA M. WHITE, a Notary Public in and for the State and County aforesaid, do hereby certify that Michael J. Cross whose name as DUNN of 9401 Grand L.L.C., an Illinois limited company, is signed to the writing above, bearing date on the 24<sup>th</sup> day of July, 1997, has acknowledged the same before me in my County aforesaid.

Given under my hand and official seal this 24<sup>th</sup> day of July, 1997.

LISA M. WHITE  
Notary Public

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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, LISA M. WHITE, a Notary Public in and for the State and County aforesaid, do hereby certify that Michael J. Cross whose name as DUNN of 2721 EDGINGTON, L.L.C., an Illinois limited liability company, is signed to the writing above, bearing date on the 24<sup>th</sup> day of July, 1997, has acknowledged the same before me in my County aforesaid.

Given under my hand and official seal this 24<sup>th</sup> day of July, 1997.



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## CONSENT OF MORTGAGEE

CORUS BANK, N.A., its successor by merger to Belmont National Bank of Chicago, as mortgagee pursuant to a certain Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated June 5, 1995 and recorded with the Recorder of Deeds of Cook County, Illinois on June 14, 1995 as Document No. 95335090 (the "Mortgage"), does hereby consent to the recording of the foregoing Reciprocal Easement, Access, Repair and Maintenance Agreement (the "Agreement") made by and between 9401 Grand L.L.C. and 2721 Edgington, L.L.C. and agrees that the lien of the aforesaid Mortgage shall be subject to the provisions of the Agreement.

IN WITNESS WHEREOF, CORUS BANK as mortgagee as aforesaid, has caused its corporate seal to be affixed hereunder and has caused its name to be signed to these presents by its CEO and attested to by its CEO, this 27<sup>th</sup> day of July, 1997.

MORTGAGEE:  
CORUS BANK, N.A., as successor by  
merger to Belmont National Bank of Chicago

By: Dal BK  
Its: CEO

ATTEST:

\_\_\_\_\_

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STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS:

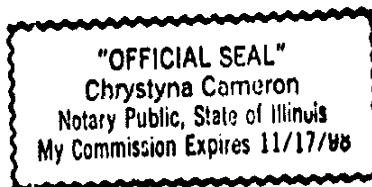
I, The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel Starks CEO of Corus Bank personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of July, 1997.

[Signature]  
Notary Public

My Commission Expires:

\_\_\_\_\_, 19\_\_



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## EXHIBIT A

### PARCEL 1:

LOT 2 IN WEST GRAND AVENUE SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED July 31, 1997 AS DOCUMENT 97557554, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AGREEMENT BY AND BETWEEN MOTOROLA, INC., AN ILLINOIS CORPORATION, AND QUASAR ELECTRONICS CORPORATION, A DELAWARE CORPORATION, ATTACHED TO AND MADE A PART OF THE INSTRUMENT DATED APRIL 27, 1995 AND RECORDED MAY 19, 1995 AS DOCUMENT 95330061, FOR PASSAGE OVER THE LAND DESCRIBED THEREIN, FOR THE FOLLOWING PURPOSES: DRIVEWAY FOR INGRESS AND EGRESS TO THE QUASAR PARCELS FOR VEHICLES OF EVERY KIND AND PEDESTRIANS ALONG AND ACROSS THAT PORTION OF MOTOROLA'S PARCELS DESCRIBED PARCEL "E" IN THE EASEMENT RIDER ATTACHED AS EXHIBIT "C" THEREIN.

PIN NO.: 12-27-300-042

COMMON ADDRESS: 2721 EDGINGTON, L.L.C., FRANKLIN PARK, IL

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## EXHIBIT 6

LOT 1 IN WEST GRAND AVENUE SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED July 31, 1997 AS DOCUMENT 97557.554, IN COOK COUNTY, ILLINOIS.

PIN NOS.: 12-27-122-028;12-27-123-091

COMMON ADDRESS: 9401 GRAND, FRANKLIN PARK, IL

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