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American Metro Bank 4878 North Broadway Chicago, IL 60640 773-769-6868 (L (Lender)

MORTGAGE

CRANTOR LASALLE NATIONAL PROOF N.A., as Trustee, under Trust Agreement No. 117405 dated NOVE ABUR 13, 1992.

ADDRESS

135 S. LASALLE STREET CHICAGO, IL 60603

TELEPHONE NO. 312-443-2472

IDENTIFICATION NO.

BORROWER

LASALLE NATIONAL TRUST N.A., as Trustee, under Trust Agreement No. 117405 dated NOVEMBER 13, 1992. PATRICK O'MALLEY

ADDRESS

135 S. LASALLE STREET CHICAGO, IL 60603

TELEPHONE NO.

312-443-2472

IDENTIFICATION NO.

1. GRANT. For good and valuable consideration, Granor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreemants:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER CUMBER	LOAN NUMBER
VARIABLE	\$37,000.00	12/18/97	02/18/98	0,5	*
					6

all other present or future obligations of Borrower or Grantor to Lender (whether incurred for the same or different purposes than the foregoing);

b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.

3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for _____ BUSINESS purposes.

4. FUTURE ADVANCES. This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in paragraph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the promissory notes and agreements described above may increase or decrease from time to time, but the total of all such indebtedness so secured shall not exceed \$ | X| This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements described in paragraph 2, but the total of all such indebtedness so secured shall not exceed 37,000.00

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- 6. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all arrounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
 - 6. CONSTRUCTION PURPOSES. If checked, 🛄 this Mortgage secures an indebtedness for construction purposes.
- 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:
 - (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.
 - (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials", as defined herein, in connection with the Property of transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous waste, toxic substances or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychiorinated biphenyls; (iv) those substances, materials or wastes designated as a "nazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statules; (iii) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 104 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Lapility Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
 - (c) Grantor has the right rack is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, conflict or other agreement which may be oinding on Grantor at any time;
 - (d) No action or proceeding is crenall be pending or threatened which might materially affect the Property;
 - (e) Grantur has not violated and mail not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.
- a. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lander of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but its a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare line sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any rumedles permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- 9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.
- 10. INTERFERENCE WITH LEASES AND OTHER AGREEMEN'S. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's pior written consent shall not; (a) collect any monles payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate of pancial any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to Grantor cancial any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.
- 11. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify an require Grantor to notify any third party (including, but not limited to lessees, licensees, governmental sufficients and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the Indebtedness owing to Grantor from these third parties until the glving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the Indebtedness or the payment of notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lander, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be flable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.
- 12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Froperty in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

13. LOSS OF DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

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- (c) allows the Property to be damaged, destroyed, lost or stolen in any material respect; (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
- (e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal; or
- (f) causes Lender to deem itself insecure in good faith for any reason.
- 23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full; (b) to collect the outstanding Obligations with or without resorting to judicial process;

(c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;

(d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
(e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;

(f) to foreclose this Mortgage; (g) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and

(h) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

- 24. WAIVER OF HOMESTERN AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be crititled under any applicable law.
- 25. SATISFACTION. Upon the payment and performance in full of the Obligations, Lender will execute and deliver to Grantor those documents that may by required to release this Mortgage of record. Except as prohibited by law, Grantor shall be responsible to pay any costs of recordation.
- 26. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lendor for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filling lees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by la v.
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorneys' feet and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rale described in any Obligation or the highest rate allowed by law from the date of payment until the date of relmbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments made by or on be talf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mongage and then to the payment of the remaining Obligations in whatever order Lender
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-frict to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this pare graph are coupled with an Interest and are irrevocable.
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 31. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorneys' fees and costs.
- 32. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 25, nothing herein shall be cleemed to obligate Lender to release any of its interest in the Property.
- 33. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, falls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.
- 34. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

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14. INSURANCE. Grantor shall keep the Property insured for its full varue against all hazards including loss or darnage caused by fire, collision, theft, flood (if applicable) or other causalty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance police shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such polices are altered or carcelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or ornission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or darnage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor falls to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required covirage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or enclorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender thall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rabuilding and restoring the Property. Any amount applied against the

15. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or about oned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

16. CONDEMNATION. Stantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Stantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent clomain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

In any event Grantor shall be obligated to restore or repair the Property.

17. LENDER'S RIGHT TO COMMENCE Con DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any cisim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or cellay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lender in any action hereunder.

18. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including attorneys' fees and logal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall littry legal counsel acceptable to Lender to defend Lender from such Claims, and pay the costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.

19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-tweinte (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the riverse order of the due date

20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.

- 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor falls to provide the requested statement in a tirrely
- 22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guaranter of any Obligation:

falls to pay any Obligation to Lender when due; falls to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement;

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- 14. SEVERABILITY. If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.
- 15. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Agreement. Grantor agrees to pay Lender's attorneys' fees, legal expenses and collection costs.

16. MISCELLANEOUS.

a. A default by Grantor under the terms of any of the Lease which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Note and Mortgage so long as, in Lender's opinion, such default results in the impairment of Lender's security.

b. A violation by Grantor of any of the covenants, representations or provisions contained in this Assignment shall

be deemed a default under the terms of the Note and Mortgage.

c. This Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

d. This Agreement shall be governed by the laws of the state indicated in the address of the real property. Grantor consents to the jurisdiction and venue of any court located in the state indicated in the address of the real property in the event of any legal proceeding under this Agreement.

e. This Agreement is executed for business purposes. All references to Grantor in this Agreement shall include all persons signing below. If there is more than one Grantor, their obligations shall be joint and severe! This Agreement and any related documents represent the complete and integrated understanding perween Grantor and Lender pertaining to the terms and conditions of those documents.

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47	ADD	ITION	IAI .	TED	
11.	AUU		IHL	ICN	100

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This Mortgage is executed by Truster not personally, but as Trustee and it is expressly understood that nothing contained herein shall be construed as creating any personal liability on Trustee, and any recovery shall be solely against and out of the Property; however, this waiver shall not effect the liability of any Borrower or guarantor of the Obligations.

guarantor of the Obligations.			
	C/		
CONDITIONS OF THIS AGREEMENT.	ANTOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND		
Dated: DECEMBER 18, 1997			
GRANTOR LASALLE NATIONAL TRUST N as Trustee under Trust A	GRANTOR: greement No. 117405 and not personal		
not personally, but as Trustee			
GRANTOR:	GRANTOR:		
GRANTOR:	GRANTOR:		
GRANTOR:	GRANTOR:		
111 527 A Farm Allan Tashanington 100 (12/27/04) (800) 937,31990	Page 3 of 4		

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State of)	State of Illinois)
County of) ss.	County of Cook
I a noterv	The foregoing instrument was acknowledged before me
I, a notery public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that	this 19th December 1997 by Deborah Carbon
personally known to me to be the same person whose name subscribed to the foregoing	manufacture of the second control of the sec
whose namesubscribed to the foregoing	as Assistant Secretary
instrument, appeared before me this day in person and	The state of the s
acknowledged thathesigned, sealed and delivered the said instrument as	on behalf of the LaSalle National Bank
free and voluntary act, for the uses and purposes herein set forth.	On deligh of the
Given under my hand and official seal, thisday	Given under my hand and official seal, this 19th day of December 1997
	Laura Matri
! lof ary Public	Notary Public /
Commission expires:	
SCHEDU	LOURDES MARTINEZ JLE A NOTARY PUBLIC STATE OF ILLINOIS
Oc	My Commission Expires 09/30/2001
The street address of the Property (if applicable) is: 835-43 CHICAG	W MONTROSE , 4332-76 H 50, 11 1L 60613-1408
Permanent Index No.(s): 14-17-407-005-0700	
The legal description of the Property is:	
OF 1 NOT 2 THE WHE SUBDIVISION OF LOTS & TO	INCLUSIVE, IN THE

SUBDIVISION OF BLOCK 1 OF HUNDLEY'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14. EAST OF THE TRIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. The Control of the Co

SCHEDULE B

This document was prepared by: AMRICAN METRO BANK, 4878 N. BROADWAY, CHICAGO NL 60640