

Recording Requested By
and Where Recorded Mail
to:

Gregory A. Thorpe, Esq.
Kubasiak, Cremieux,
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Two First National Plaza
20 South Clark Street
Suite 2900
Chicago, Illinois 60603

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Allstate Life Insurance Company
Loan No. 121520

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is entered into as of this 24th day of May, 1998 by LAKE COOK OFFICE CENTRE L.L.C., an Illinois limited liability company ("Assignor") and MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation ("Assignee"), and ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance corporation ("Lender"), with reference to the following facts.

RECITALS:

A. Assignor and Lender entered into a loan in the original principal amount of \$10,000,000 ("Loan") evidenced by that certain Mortgage Note dated as of December 17, 1996, made by Assignor in favor of Lender, in the amount of the Loan ("Note").

B. The Note is secured by: (i) a Mortgage, Assignment of Leases, Rents and Contracts, Security Agreement and Fixture Filing, dated as of December 17, 1996 from Assignor to Lender, recorded in Cook County, Illinois ("Mortgage"); (ii) an Assignment of Leases and Rents, dated as of December 17, 1996 from Assignor to Lender, recorded in Cook County, Illinois ("Assignment"); and (iii) a Security Agreement and Assignment of Beneficial Interest ("ABI") in American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated June 15, 1983 and known as Trust No. 58078; the foregoing security instruments shall be collectively referred to as the "Loan Documents."

C. The Mortgage encumbers certain real property lying and situated in Cook County, Illinois, and more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Property").

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D. Assignor and Assignee have entered into an agreement whereby Assignor shall transfer to Assignee all of Assignor's right, title and interest in and to the Property, the improvements and fixtures located thereon, the leases relating to the Property and all personal property encumbered by the Financing Statements.

E. Assignor and Assignee have requested Lender's consent to the sale and transfer of the Property, the improvements and fixtures located thereon, the leases and the personal property and to the assumption by Assignee of Assignor's obligations under the Note and Loan Documents and Lender is willing to consent to said transfer of title and assumption of said indebtedness in accordance with the terms and conditions of this Agreement.

F. Assignor and Assignee acknowledge that the execution of this Agreement shall confer a real and substantial benefit upon each of them.

NOW, THEREFORE, in consideration of the foregoing facts and the covenants contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated by reference herein. Unless otherwise defined herein, capitalized terms shall have the meaning and definition set forth in the Note and the Loan Documents.

2. Assignment and Assumption of the Loan. Assignor hereby assigns to Assignee all of its right, title and interest under the Note and other Loan Documents. Assignee unconditionally assumes all the duties, obligations and liabilities of Assignor, under the Note and the other Loan Documents. In connection therewith, without limiting the generality of the foregoing, Assignee agrees to pay the Note at the time, in the manner and in all other respects as therein provided, to perform all of the duties, covenants and obligations provided in the Note and the Loan Documents to be performed by Assignor thereunder at the time, in the manner, and in all other respects as therein provided, and to be bound by all the terms of the Note and Loan Documents as fully and to the same extent as if such Note and Loan Documents were originally made, executed and delivered to Lender by Assignee. Accordingly, the Note and Loan Documents shall include Assignee as an obligee thereunder, including without limitation, the inclusion of Assignee (a) as "Maker" under the Note, (b) as "Mortgagor" under the Mortgage, (c) as "Assignor" under the Assignment and (d) as "Assignor" under the ABI.

3. Release of Assignor. Lender hereby releases Assignor from liability under the Note, the Loan Documents and the Related Agreements for matters occurring after the effective date of this Agreement including, without limitation, liability under Section 17 of the Note and similar provisions in the other Loan Documents. Each of the Guarantees made by Richard A. Stein and Perry T. Snyderman, respectively, dated as of December 17, 1996 in favor of Lender, are also released and Lender agrees to return the original Guarantees to Assignor. Notwithstanding the foregoing, (a) neither Assignor nor the other indemnitors under the Environmental Indemnity Agreement shall be released of their liabilities under the Environmental Indemnity Agreement by this Agreement for matters arising or occurring prior to the effective date of this Agreement,

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whether known or unknown at this time and (b) Assignor agrees that its liability to Lender for acts or omissions arising out of its duties and obligations under the Note, the Loan Documents and the Related Agreements shall not be impaired, prejudiced or affected in any way whatsoever for matters arising or occurring prior to the effective date of this Agreement, whether known or unknown at this time.

4. Acknowledgment of Debt. Assignor and Assignee acknowledge by their execution hereof that the indebtedness evidenced by the Note is unconditionally due and owing to Lender as provided in the Note and that as of the date hereof Assignor and Assignee have no actions, defenses, demands and/or claims of set-off or deduction whatsoever, against: (a) Lender; (b) the indebtedness evidenced by the Note; or (c) the Loan Documents. Furthermore, Assignor and Assignee acknowledge that, as of the date hereof, Lender has in no way defaulted or performed any act or omission under the Note or the Loan Documents or any other agreements between or among Assignor, Assignee and Lender, which would or could give rise to any action(s), cause(s) of action, suits, debts, sums of money damages, claims, costs, expenses and/or demands whatsoever, in law or in equity or otherwise, by Assignor or Assignee against Lender.

5. Ratification of Prior Acts. Except as herein specifically modified hereby, the terms, covenants and conditions of the Note and the Loan Documents shall remain in full force and effect without any further modifications.

6. Termination of Side Letter Agreement. Lender, Assignor and Assignee agree that all provisions set forth in that certain letter agreement dated as of December 19, 1996, between Assignor and Lender granting Assignor a one-time right to transfer the Property and additional rights personal to Assignor ("Side Letter Agreement") are hereby terminated and of no further force or effect as of the date hereof.

7. No Waiver of Future Consent. This consent to transfer shall not be a waiver of the right of Lender to require such consent to future or successive transfers, Lender reserving all such rights in the Note and the Loan Documents.

8. Further Documentation. Assignee agrees to execute, contemporaneously herewith, in favor of Lender, an Environmental Indemnity Agreement in form and content acceptable to Lender ("Assignee's Environmental Indemnity") a new letter agreement, UCC Financing Statements, and a Tenant Improvement Agreement, Pledge and Escrow Instructions, as well as any and all other documents reasonably required by Lender to retain its perfected security interest in the Property. Assignee hereby covenants that it will, at any time, upon written request therefore, execute and deliver to Lender any new or confirmatory instruments which Lender may request in order to evidence Assignee's assumption of the Note and the Loan Documents.

9. Costs. Assignor and Assignee shall pay all costs of the assignment and assumption made pursuant hereto, including without limitation, attorneys' fees and costs, recording fees, Lender's administrative fees and the cost of an endorsement to Lender's mortgagee title policy. In the event it is determined that additional costs relating to this transaction are due, Assignor and Assignee agree to pay such costs immediately upon demand. Furthermore, in the event that

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Lender resorts to litigation to enforce this Agreement, all costs of such trials, appeals and proceedings, including, without limitation, any proceedings pursuant to the bankruptcy laws of the United States, shall be paid by Assignor and Assignee. The liability of Assignor and Assignee shall be joint and several with respect to this provision.

10. Consent of Any Subordinate Lienholder. Assignor and Assignee hereby represent to Lender: (a) that the lien of the Mortgage held by Lender is a valid, first and subsisting lien on the Property; and (b) that as of the date hereof there is no subordinate lien or encumbrance now outstanding against the Property ("Subordinate Lien").

11. Notices. The address of Assignee for purposes of notices, demands and other communication under the Loan Documents shall be:

Massachusetts Mutual Life Insurance Company
c/o Cornerstone Real Estate Advisers, Inc.
311 South Wacker Drive, Suite 980
Chicago, Illinois 60606
Attention: John Wooton

with a copy to:

Schwartz Cooper Greenberger & Krauss, Chtd.
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601
Attention: Robert C. Linton, Esq

The Note and the Loan Documents are hereby modified such that the foregoing address shall be deemed to be the address for all notices required to be given to Borrower pursuant to the Note and the Loan Documents.

12. Severability. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected.

13. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

14. Captions. The captions and headings in this Agreement are for convenience only and are not to be used to interpret, define or limit the provisions hereof.

15. Multiple Counterparts. This Agreement may be executed in multiple counterparts each of which shall be an original part, but all of which shall constitute one instrument.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove set forth.

"Assignor"

LAKE COOK OFFICE CENTRE L.L.C., an Illinois limited liability company

By: LAKE COOK OFFICE CENTRE LIQUIDATING COMPANY L.L.C., an Illinois limited liability company, its liquidating agent.

By: [Signature] *ATTORNEY-IN-FACT*
Richard A. Stein
Its Sole Member

"Assignee"

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation

By: CORNERSTONE REAL ESTATE ADVISERS, INC., a Massachusetts corporation, Its Authorized Agent

By: [Signature]
Its: MANAGING DIRECTOR

"Lender"

ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance corporation

By: [Signature]
Its: Authorized Signatory



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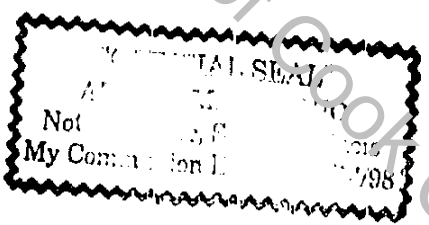
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Alyson M Andrew, notary public in and for said county in the State aforesaid, DO HEREBY CERTIFY THAT Steven K Wallace, known to me to be the Managing Director of Cornerstone Real Estate Advisers, Inc., the authorized agent of Massachusetts Mutual Life Insurance Company, a Massachusetts corporation, and personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument, pursuant to due authority given by the Board of Directors, as his/her free and voluntary act, and as the free and voluntary act of said corporations, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 28th day of May, 1998.

Alyson M Andrew
Notary Public



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State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforsaid, DO HEREBY CERTIFY that Ralph Bergholtz, authorized signatory for ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance corporation, personally known to me to be the same person who executed the within instrument, appeared before me on May 27, 1998, in person, and acknowledged that he executed the within instrument as his free and voluntary act, for the uses and purposes therein set forth.



Betty A. Hunt
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

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LEGAL DESCRIPTION - EXHIBIT A

PARCEL 1:

LOT 4 IN LAKE-COOK OFFICE CENTRE, BEING A RESUBDIVISION OF LOT 3 IN LAKE COOK ROAD INDUSTRIAL PARK, BEING A SUBDIVISION IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 05, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART OF THE LAND SHOWN IN CASE NO. 97L50240 AS PARCEL TS-11B C450B-010.F AND LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 4; THENCE NORTH 00 DEGREES 24 MINUTES 24 SECONDS EAST ON A BEARING BASED ON THE ILLINOIS STATE PLANE, COORDINATE SYSTEM NAD 83 ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 14.53 FEET THENCE SOUTH 88 DEGREES 25 MINUTES 45 SECONDS WEST, 114.49 FEET TO A SOUTHERLY CORNER OF SAID LOT 4, THENCE SOUTH 81 DEGREES 31 MINUTES 44 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT, 77.78 FEET TO A SOUTHERLY CORNER OF SAID LOT 4, THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST ALONG THE SOUTH LINE SAID LOT, 37.41 FEET TO THE POINT OF BEGINNING)

PARCEL 2:

LOT 3 IN LAKE-COOK OFFICE CENTRE, BEING A RESUBDIVISION OF LOT 3 IN LAKE COOK ROAD INDUSTRIAL PARK, BEING A SUBDIVISION IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOT 3 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 465.00 FEET TO THE POINT OF BEGINNING; THENCE EAST PERPENDICULAR TO SAID WEST LINE, 30.12 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE, 113.00 FEET; THENCE WEST PERPENDICULAR TO SAID WEST LINE, 60.12 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE, 113.00 FEET, THENCE EAST PERPENDICULAR TO SAID WEST LINE 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AFORESAID FOR INGRESS AND EGRESS AND ACCESS FOR CONSTRUCTION, INSTALLATION, USE, MAINTENANCE, REPAIR AND REPLACEMENT OF FRONTAGE ROAD DESCRIBED IN AND AS CREATED BY DECLARATION AND GRANT OF EASEMENT MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 30, 1972 AND KNOWN AS TRUST NUMBER 44913 DATED AUGUST 1, 1981 AND RECORDED SEPTEMBER 2, 1981 AS DOCUMENT 25987850 OVER THE FOLLOWING DESCRIBED PARCELS OF LAND:

PARCEL 3A:

THE SOUTH 60 FEET OF THE NORTH 120.0 FEET OF THE "PARCEL OF LAND" HEREINAFTER DESCRIBED:

PARCEL 3B:

THAT PART OF THE NORTH 60 FEET OF SAID "PARCEL OF LAND" BOUNDED ON THE WEST BY THE WEST LINE OF THE 80.00 FOOT RIGHT OF WAY OF PINE STREET (AS SHOWN ON THE THIRD ADDITION TO DEERFIELD PARK UNIT NO. 1, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 43 NORTH,

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RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY ILLINOIS, RECORDED DECEMBER 22, 1958 AS DOCUMENT 1015141) EXTENDED SOUTH; BOUNDED ON THE EAST BY THE EAST LINE OF THE AFOREMENTIONED PINE STREET, EXTENDED SOUTH;

PARCEL 3C:

THAT PART OF THE NORTH 60.00 FEET OF SAID "PARCEL OF LAND"; BOUNDED ON THE WEST BY THE WEST LINE OF THE 60.00 FOOT RIGHT OF WAY OF THE NOW NAMED BIRCHWOOD AVENUE (AS SHOWN AS PHEASANT STREET ON A SUBDIVISION OF J. B. HOVLAND'S FIRST ADDITION TO DEERFIELD, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY ILLINOIS, RECORDED NOVEMBER 7, 1924 AS DOCUMENT 246380), EXTENDED SOUTH; AND BOUNDED ON THE EAST BY THE EAST LINE OF THE AFOREMENTIONED BIRCHWOOD AVENUE, EXTENDED SOUTH;

LEGAL DESCRIPTION OF "PARCEL OF LAND"

THAT PART OF THE EAST 1/2 OF GOVERNMENT LOT 2 IN THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THE WEST 1/2 OF GOVERNMENT LOT 2 (EXCEPT THE EAST 878.26 FEET, AS MEASURED ALONG THE NORTH LINE THEREOF) IN THE NORTHEAST 1/4 OF SAID SECTION 5, ALL TAKEN AS TRACT, LYING NORTH OF THE NORTH LINE OF TOLLWAY PARCEL T-11-B-2 AS DESCRIBED IN SUPERIOR COURT CASE 56S19626 DATED NOVEMBER 9, 1956 LYING NORTHERLY OF TOLLWAY PARCEL T-11-B-2 AS DESCRIBED IN SUPERIOR COURT CASE 56S19626 DATED FEBRUARY 5, 1957 AND LYING SOUTH OF THE SOUTH LINE OF LAKE COOK ROAD, BEING A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF BOTH IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 5;

ALSO

THAT PART OF THE EAST 878.26 FEET (AS MEASURED ALONG THE NORTH LINE) EXCEPT THE NORTH 873.00 FEET OF THE EAST 20.00 FEET OF THE WEST 1/2 OF GOVERNMENT LOT 2 IN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF TOLLWAY PARCEL T-11-B-2 AS DESCRIBED IN SUPERIOR COURT CASE 56S19626 DATED NOVEMBER 9, 1956 LYING SOUTH OF THE SOUTH LINE OF LAKE-COOK ROAD BEING A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5;

ALSO

THE SOUTH 200 FEET OF THE NORTH 1073.00 FEET OF THE WEST 3 ACRES OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5 AFORESAID, ALL IN COOK COUNTY, ILLINOIS, (EXCEPTING THEREFROM THAT PART OF SAID EASEMENT FALLING WITHIN PARCEL 1);

PARCEL 4:

NON-EXCLUSIVE RECIPROCAL RIGHTS TO THE USE AND ENJOYMENT OF ALL PARKING SPACES, RIGHTS OF WAY, AND UTILITY FACILITIES AS DEFINED AND ESTABLISHED BY THAT CERTAIN DECLARATION AND GRANT OF RECIPROCAL RIGHTS DATED FEBRUARY 19, 1982 AND RECORDED FEBRUARY 25, 1982 AS DOCUMENT 26154914 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 1, 1981 AND 51702, AS MODIFIED BY AMENDMENT JUNE 29, 1983 AND RECORDED JANUARY 19, 1984 AS DOCUMENT 26935444 AND RERECORDED FEBRUARY 23, 1984 AS DOCUMENT 26979802 LOCATED WITHIN LOTS 1, 2, 3 AND 4 IN LAKE-COOK OFFICE CENTRE AFORESAID.

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PARCEL 5:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 FOR SUPPORT AND CONNECTION, FOR OPERATION, MAINTENANCE, REPAIR AND RESTORATION OF THE RECEPTION CENTER AND RECEPTION CENTER SITE FOR USE OF THE RECEPTION CENTER AND RECEPTION CENTER SITE AND FOR ACCESS AS SET FORTH AND AS CREATED BY DECLARATION AND GRANT OF EASEMENTS FOR RECEPTION CENTER DATED MAY 21, 1984 AND RECORDED AUGUST 15, 1984 AS DOCUMENT 27215369 MADE BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 1, 1981 AND KNOWN AS TRUST NUMBER 55233, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 1, 1983 AND KNOWN AS TRUST NUMBER 56710, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 15, 1983 AND KNOWN AS TRUST NUMBER 57660 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 15, 1983 AND KNOWN AS TRUST NUMBER 57661. CONSTRUCTED ON THAT PART OF LOTS 2 AND 3, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 465.00 FEET TO THE POINT OF BEGINNING; THENCE EAST PERPENDICULAR TO SAID WEST LINE, 30.00 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE, 113.00 FEET; THENCE WEST PERPENDICULAR TO SAID WEST LINE, 60.12 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE, 113.00 FEET; THENCE EAST PERPENDICULAR TO SAID WEST LINE 30.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 04-05-101-008-0000
04-05-101-009-0000

PROPERTY ADDRESS: 2415 LAKE COOK ROAD, DEERFIELD, ILLINOIS
2411 LAKE COOK ROAD, DEERFIELD, ILLINOIS

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