

THIS INSTRUMENT PREPARED
BY AND RETURNED AFTER
RECORDATION TO:

Portia Owen Morrison
Rudnick & Wolfe
203 N. LaSalle Street
Suite 1800
Chicago, IL 60601

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AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF RESTRICTIONS is made as of July 1, 1998 by and between PETER MICHAEL REALTY, INC., an Illinois corporation ("Outlot Owner"), and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("Shopping Center Owner").

RECITALS

A. Shopping Center Owner is the owner of certain real estate located in the Village of Tinley Park, County of Cook, State of Illinois, legally described on Exhibit A hereto (the "Shopping Center Site");

B. Outlot Owner is the owner of certain real estate located in the Village of Tinley Park, County of Cook, State of Illinois, legally described on Exhibit B hereto (the "Outlot");

C. The Shopping Center Site, including the Outlot, is subject to the Declaration of Easement and Restrictions dated August 7, 1987, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 87464664, as amended by the First Amendment to Declaration of Easements and Restrictions dated March 21, 1989, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 89127008 (collectively, the "Shopping Center Declaration");

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D. The Outlot is also subject to the Declaration of Restrictions dated November 15, 1987, recorded in the Office of the Recorder of Deeds of Cook County as Document No. 87662834 (the "Outlot Declaration", and together with the Shopping Center Declaration, the "Declarations"), being the same as the property described in Exhibit B as the "Outlot";

E. The Shopping Center Site is the same property as that described in Exhibit A to both the Outlot Declaration and the Shopping Center Declaration and defined in each as the "Shopping Center Site";

F. The Shopping Center Owner is benefitted by the Outlot Declaration, and under the Outlot Declaration, the Shopping Center Owner is granted the express right to approve development plans for the Outlot pursuant to the Outlot Declaration;

G. The Outlot Owner has agreed with Shopping Center Owner, as a condition to Shopping Center Owner's approval of development plans, to pay certain costs of maintenance and operation of the Shopping Center Site incurred pursuant to the Shopping Center Declaration, on the terms more fully described in this Amendment; and

H. The Shopping Center Owner and Outlot Owner have agreed to amend the terms of the Declarations to reflect the agreement described in Recital G and to make other changes in the Declarations, on the terms set forth herein.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions herein contained, and other good and valuable consideration, Shopping Center Owner and Outlot Owner agree as follows:

1. Definitions. When used herein, the following terms shall have the respective meanings set forth opposite each such term:

(a) "Common Area": the areas defined as "Common Area" in the Shopping Center Declaration;

(b) "Operating Expenses": those costs and expenses within categories described below which are included within the definition of "Common Area Maintenance Cost" in the Shopping Center Declaration: electricity (equal to 2/3 of Common Area lighting costs and expenses); landscaping; snow removal; sweeping; asphalt repair and replacement; bulbs and ballasts.

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(c) "Outlot Percentage": For each calendar year commencing with 1998, three and 98/100ths percent (3.98%) which is the percentage obtained by dividing 8,000 square feet (the deemed gross leasable area of the Outlot) by 201,179 (the sum of 193,179, which is the deemed gross leasable area of the Shopping Center, plus 8,000 square feet for the Outlot) regardless of the actual gross leasable area of the Outlot or Shopping Center at any time.

The term "Grantor" as used in the Outlot Declaration shall be amended to be "Owner".

2. Payment Terms. Outlot Owner shall make monthly payments in advance of the Outlot Percentage of Operating Expenses on the first day of each calendar month on account of Operating Expenses for each calendar year during such calendar year (each such monthly payment being referred to as a "Progress Payment"), with an adjustment at the end of such calendar year, as follows:

(a) Projections. The Shopping Center Owner may, prior to the commencement of each calendar year, or from time to time during the calendar year, deliver to the Outlot Owner a written notice or notices ("Projection Notice") setting forth (i) the Shopping Center Owner's reasonable estimate based on a budget (collectively, the "Projections") of Operating Expenses for such calendar year, and (ii) the amount of the Progress Payment for each month of such year. The amount of each Progress Payment shall be one-twelfth of the Projections for the calendar year.

(b) Monthly Progress Payment. Until such time as the Shopping Center Owner furnishes a Projection Notice for a calendar year, the Outlot Owner shall pay the Shopping Center Owner a monthly Progress Payment equal to the greater of (i) the latest monthly Progress Payment, or (ii) one-twelfth of the Outlot Percentage of the latest determined actual Operating Expenses. On or before the first day of the next calendar month following the Shopping Center's service of a Projection Notice, and on or before the first day of each month thereafter, the Outlot Owner shall pay to the Operating Owner the progress Payment show in the Projection Notice for such month. Within ten (10) days following the Shopping Center Owner's service of a Projection Notice, to bring payments on account of Projections current, (i) if the new Projections are greater than the Projections from which the currently Progress Payment is calculated, then the Outlot Owner shall also pay the Shopping Center Owner a lump sum equal to the new Projections less (1) any previous Progress Payments made for such calendar year and (2) monthly Progress Payments due for the remainder of such calendar year not yet due and payable, or (ii) if the new Projections are less than those Projections from which the Progress Payment currently being made is calculated, the Shopping Center Owner shall credit any overpayment which is less than or equal to the next Progress Payment against such next Progress Payment or refund any overpayment which is more than the next Progress Payment next due.

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(c) Year-End Adjustment. Within ninety (90) days following the end of each calendar year, the Shopping Center Owner shall determine the actual amounts of Operating Expenses for such calendar year and the Outlot Percentage of Operating Expenses and notify the Outlot Owner in writing (the "Adjustment Statement") of such amounts. If the Outlot Percentage of Operating Expenses for such calendar year exceed the total of the Progress Payments paid by the Outlot Owner for such calendar year, then the Outlot Owner shall, within ten (10) days after receipt of the Adjustment Statement, pay to the Outlot Owner an amount equal to the excess of the Outlot Percentage of Operating Expenses over the Progress Payments paid by Outlot Owner for such calendar year. If the Progress Payments paid by the Outlot Owner for such calendar year exceed such Outlot Percentage of Operating Expenses owed for such calendar year, then the Shopping Center Owner shall, together with delivery of the Adjustment Statement, pay such excess to the Outlot Owner or shall, if the excess is less than or equal to the next Progress Payment, owed, credit such excess against the next Progress Payment.

(d) Late Payment. As a charge for late payment, Outlot Owner shall pay interest on amounts owed by the Outlot Owner and not paid when due at the rate of three (3%) in excess of the annual rate of interest from time to time announced by NBD First Chicago National Bank at Chicago, Illinois or any successor thereto as its base or reference rate of interest, or if a base or reference rate is not announced or available, then at the annual rate of eighteen percent (18%). Such interest shall accrue on the due date for the payment until paid in full.

(e) 1998. For calendar year 1998, the Progress Payment shall be \$572.54, based on Projections equal to \$6,870.48, and the Outlot Owner shall commence payment of its Progress Payment on the earlier ("Expense Commencement Date") to occur of (i) May 1, 1998, and (ii) the date business is commenced on the Outlot. With respect to 1998, the Outlot Owner shall pay a prorata share of the Outlot Percentage of Operating Expenses for 1998 equal to a fraction whose numerator is the number of days in 1998 on and after the Expense Commencement Date, and whose denominator is 365.

(f) Accrual of Operating Expenses. It is expressly understood by Outlot Owner and Shopping Center Owner that (i) Outlot Owner's liability for Operating Expenses shall commence in accordance with Section 2(e) above and shall not be retroactive, and (ii) Outlot Owner's liability for Operating Expenses shall be suspended during any period of time when both of the following conditions have occurred and are continuing: (A) the facilities on the Outlot are not open to the public for business, and (B) no tenant or subtenant of the Outlot has an obligation to pay any such Operating Expenses.

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3. Common Area Operating, Maintenance and Repair Obligations. Shopping Center Owner and Outlot Owner hereby confirm and agree that except as expressly provided in this Amendment, notwithstanding anything to the contrary in the Declarations: (a) Shopping Center Owner shall be responsible for performing and paying the cost of all obligations under Article 5 of the Shopping Center Declaration to be performed with respect to the Common Area located on the Shopping Center Site excluding the Outlot, and (b) Outlot Owner shall be responsible for performing and paying the cost of all obligations under Article 5 of the Shopping Center Declaration to be performed with respect to the Common Area located on the Outlot.

4. Notices. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally (including by messenger) or sent by United States registered or certified mail, return receipt requested, postage prepaid or by courier, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or by messenger or two business days after deposit in the mails if mailed. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Shopping Center Owner: The Prudential Insurance Company of
America
One Prudential Plaza
Suite 1300
Chicago, Illinois 60601

If to Outlot Owner: Peter Michael Realty, Inc.
5724 South Kedzie
Chicago, IL 60629

5. Entire Agreement, Amendment. The terms of this Amendment are intended to amend the Shopping Center Declaration and the Outlot Declaration. This Amendment (together with the Declarations), contains the entire agreement and understanding of the parties in respect to the subject matter hereof and 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.

6. 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. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Amendment, and the term "hereafter" shall mean after, and the term "heretofore"

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shall mean before, the date of this Amendment. Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons. The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without being limited to." This Amendment and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Whenever under the terms of this Amendment the time for performance of a covenant or condition falls upon a Saturday, Sunday or holiday observed by the performing party, such time for performance shall be extended to the next business day. Otherwise all references herein to "days" shall mean calendar days.

(b) The Outlot Declaration, as amended by this Amendment, shall be governed by and construed in accordance with the laws of the State of Illinois.

(c) If any term or provision of the Declarations, as amended by this Amendment, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Declarations, as amended by this Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of the Declarations, as amended by this Amendment, shall be valid and be enforced to the fullest extent permitted by law.

(d) Shopping Center Owner and Outlot Owner each agree to execute and deliver, from time to time within ten (10) days following request by the other party, estoppel certificates confirming to third parties that the Declarations, as amended hereby, are in full force and effect and free from default (except as therein specified) and such other matters as may be reasonably requested.

7. Enforcement. Shopping Center Owner shall be entitled to such rights and remedies as may be available to it under equity (including injunctive relief) or law for breach by the Outlot Owner of the terms of the Declarations, as amended by this Amendment, including nonpayment of Outlot Percentage of Operating Expenses or any other amounts set forth in this Amendment, and the exercise of any right or remedy shall not be exclusive or preclude exercise of any other right or remedy. In the event of any controversy, claim or dispute between the parties hereto affecting or relating to the purposes or subject matter of the Declarations, as amended by this Amendment, the prevailing party or parties shall be entitled to recover from the nonprevailing party

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or parties all of its expenses, including, but not by way of limitation, reasonable attorneys' fees (including the reasonable value of in-house counsel services).

8. No Third Party Beneficiary. The Declarations, as amended by this Amendment, are not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary.

9. Term. The Outlot Declaration, as amended by this Amendment, shall remain in effect so long as the Shopping Center Declaration (as amended or renewed from time to time, or replaced) is in effect. The restrictions set forth in the Outlot Declaration in effect prior to this Amendment, and any covenants and agreements of the Outlot Owner as set forth in this Amendment, shall not otherwise terminate or be released without the consent of the Shopping Center Owner.

10. Transfer of Ownership. Any person who succeeds to the interest of the Outlot Owner in the Outlot shall be deemed to have assumed any and all covenants, agreements and liability of the transferor Outlot Owner under the Declarations, as amended by the Amendment, whether accruing prior to or after its succession to such interest.

11. Binding Effect. The covenants, restrictions and agreements created under the Outlot Declaration, as amended by this Amendment, shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Shopping Center Site or Outlot, and each of the foregoing shall run with the land.

12. Representations of Outlot Owner. Outlot Owner represents that it is the owner of the entire fee interest in the Outlot and that no consents are required from any other person to execute and perform its covenants and agreements set forth in this Amendment and that the Outlot is not subject to any mortgage or deed of trust.

13. Limitation of Liability. The liability of the Shopping Center Owner under the Declarations, as amended by this Amendment, is limited to and enforceable solely against the assets of the Shopping Center Owner constituting an interest in the Shopping Center Site. At any time during which the Shopping Center Owner is a trustee of a land trust, all of the covenants and agreement to be performed by it are undertaken solely as trustee and not individually, and no personal liability shall be asserted or be enforceable against it or any beneficiaries under the trust agreement by reason of the covenants and agreements contained herein.

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IN WITNESS WHEREOF, this Amendment has been executed and delivered by Shopping Center Owner and Outlot Owner as of the date set forth above.

SHOPPING CENTER OWNER:

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA, a New Jersey
corporation**

By: Bernard Buchholz

OUTLOT OWNER:

**PETER MICHAEL REALTY, INC., an
Illinois corporation**

By: [Signature]

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JOINDER

The undersigned B & G Realty, Inc., a Wisconsin corporation, as tenant under the Ground Lease made by Outlot Owner's predecessor-in-interest, Ted Limber, as of March 22, 1994, demising the Outlot to said tenant, and Portillo's Hot Dogs, Inc. as subtenant under said lease, hereby join in and execute this Amendment for the purpose of acknowledging that they have approved this Amendment and agreed that the Outlot is bound by, and that said lease and sublease are subject and subordinate to, the terms of the Declarations as amended by this Amendment.

B & G REALTY, INC.

By: 

Thomas F. Kissinger
General Counsel and Secretary

PORTILLO'S HOT DOGS, INC.

By: 

Asst. Vice President

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STATE OF)
Wisconsin) SS.
COUNTY OF)
Milwaukee)

I, Ramona L. Lowe, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Thomas F. Kissinger, the General Counsel and Sec. of B&G Realty, Inc., an Wisconsin corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation, appeared before me 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 of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of May, 1998.

Ramona Lowe
Notary Public

My Commission Expires:

February 18, 2001

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STATE OF IL)
) SS.
COUNTY OF DeKalb)

I, Susan B. Shelton, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Karen L. DeKorn, the Asst. Vice President of Portillo's Hot Dogs, Inc., an Ill corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation, appeared before me 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 of said corporation for the uses and purposes therein set forth.

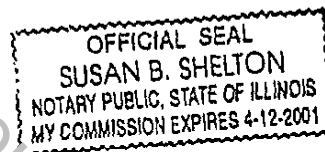
GIVEN under my hand and Notarial Seal, this 18 day of May, A.D. 1998.

Susan B. Shelton

Notary Public

My Commission Expires:

4-12-2001



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EXHIBIT A

SHOPPING CENTER SITE

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24 WITH THE SOUTHERLY LINE OF 159TH STREET AS DEDICATED PER DOCUMENT 10909313; THENCE SOUTH ALONG SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24 A DISTANCE OF 1223.50 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 24; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 24 TO A POINT DISTANT 70.00 FEET WEST MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24; THENCE NORTH PARALLEL WITH SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24, A DISTANCE OF 1173.78 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 89 DEGREES 41 MINUTES AND A RADIUS OF 50.00 FEET, A DISTANCE OF 78.26 FEET TO A POINT OF TANGENCY, DISTANT 10.00 FEET SOUTH AS MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF 159TH STREET; THENCE WESTERLY PARALLEL WITH SAID SOUTHERLY LINE OF 159TH STREET A DISTANCE OF 314.28 FEET TO A POINT; THENCE NORTHWESTERLY IN A STRAIGHT LINE A DISTANCE OF 207.24 FEET TO A POINT ON SAID SOUTHERLY LINE OF 159TH STREET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF 159TH STREET A DISTANCE OF 641.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THE WEST 410.00 FEET LYING SOUTH OF THE SOUTH LINE OF 159TH STREET (AS DEDICATED BY DOCUMENT NO. 10909313) OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 30.00 FEET OF THE NORTH 435.01 FEET THEREOF) ALL IN COOK COUNTY, ILLINOIS.

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Tinley Park, Illinois

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EXHIBIT B

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OUTLOT

LEGAL DESCRIPTION:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, THEN SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 24 A DISTANCE OF 109.80 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF 159TH STREET AS DEDICATED PER DOCUMENT NUMBER 10909313 WITH THE EAST LINE OF SECTION 24; THEN WESTERLY ALONG THE SOUTHERLY LINE OF 159TH STREET AS DEDICATED PER DOCUMENT NUMBER 10909313 89.65 FEET; THEN SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE A DISTANCE OF 20.00 FEET OF THE POINT OF BEGINNING; THEN WESTERLY ALONG A LINE PARALLEL WITH 159TH STREET AS DEDICATED PER DOCUMENT NUMBER 10909313 A DISTANCE OF 265.24 FEET; THEN SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 39 FEET, 20 INCHES MEASURED FROM EAST TO SOUTH WITH THE PREVIOUSLY DESCRIBED LINE A DISTANCE OF 239.81 FEET; THEN EASTERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE A DISTANCE OF 112.00 FEET; THEN SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE 46.09 FEET; THEN EASTERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE A DISTANCE OF 173.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HARLEM AVENUE; THEN NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF HARLEM AVENUE A DISTANCE OF 244.50 FEET TO A POINT OF CURVATURE; THEN NORTHWESTERLY ALONG THE ARC OF A CIRCLE CONCAVE TO THE SOUTHWEST HAVING A RADIUS 50.00 FEET AND A CENTRAL ANGLE OF 52 DEGREES, 46 FEET, 6 INCHES A DISTANCE OF 46.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ADDRESS: 159th and Harlem Avenue
Tinley Park, Illinois

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