

This Instrument prepared by and  
after recording mail to:  
Francis L. Keldermans  
McBride Baker & Coles  
500 W. Madison Suite 4000  
Chicago, Illinois 60661

76265092 (06.2)

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FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT  
OF LEASES AND RENTS AND SECURITY AGREEMENT  
AND FIRST AMENDMENT TO CONSTRUCTION LOAN AGREEMENT

This First Amendment to Mortgage and Assignment of Leases and Rents and Security Agreement and First Amendment to Construction Loan Agreement ("First Amendment") is made the 12th day of May 1997, between Marquette National Bank, not individually, but as Trustee under Trust Agreement dated July 19, 1996 and known as Trust No. 13809 (referred to hereinafter as "Trustee" or "Mortgagor"), ERA-Valdivia Contractors, Inc., an Illinois corporation ("ERA"), Clear Ridge Development, Inc., an Illinois corporation ("Clear Ridge") and Marquette National Bank, a national banking association organized under the laws of the United States of America, whose address is 6316 S. Western Avenue, Chicago, Illinois 60635 ("Mortgagee" or "Lender").

Article 1

DEFINITIONS

1.1 Definitions

As used herein, the following terms shall have the following meanings:

(a) Assignment: The assignment, contained in Article 3 of the Mortgage, from Mortgagor to Mortgagee, of all of Mortgagor's right, title and interest in and to the Leases and the Rents.

(b) Awards: All awards and payments made or hereafter to be made by any municipal, township, county, state, Federal or other governmental agencies, authorities or boards or any other entity having the power of eminent domain to Mortgagor, including, but not limited to, any awards and payments for any taking of all or a portion of the Mortgaged Property, as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain, or for any change or changes of grade of streets affecting the Mortgaged Property.

BOX 333-CTI

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(c) **Beneficiary:** Owner and holder of the Beneficial interest under the Trust ("beneficial interest").

(d) **Buildings:** All buildings, improvements, alterations or appurtenances now, or at any time hereafter, constructed or located upon the Land or any part thereof.

(e) **Defaulted Interest Rate:** The lesser of (i) the interest rate of the Applicable Interest Rate, as defined in the Loan Agreement and the Notes secured by the Mortgage, plus four (4.0%) per annum, or (ii) the highest contract rate allowed by law.

(f) **Event(s) of Default:** The happenings and occurrences described in Article 5 of the Mortgage.

(g) **Fixtures:** All fixtures located upon or within the Land or Buildings or now or hereafter attached to, or installed in, or used in connection with, any of the Land or Buildings whether or not permanently affixed to the Mortgaged Property.

(h) **Guarantor:** Jose G. Valdivia and ERA.

(i) **Guaranty:** The Reaffirmation of Guaranty of even date herewith executed by Jose J. Valdivia and the Guaranty of even date herewith executed by ERA.

(j) **Hazardous Materials:** Any flammable explosives, radioactive materials, oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous wastes, toxic substances and similar substances and materials, including all substances and materials defined as hazardous or toxic wastes, substances or materials under any applicable rule, regulation, ordinance or law.

(k) **Impositions:** All (i) real estate and personal property taxes and other taxes and assessments, water and sewer rates and charges, and all other governmental charges and any interest or costs or penalties with respect thereto, and charges for any easement or agreement maintained for the benefit of the Mortgaged Property which at any time prior to or after the execution of the other Loan Documents may be assessed, levied, or imposed upon the Mortgaged Property or the rent or income received therefrom or any use or occupancy thereof, and (ii) other taxes, assessments, fees and governmental charges levied, imposed or assessed upon or against Mortgagor or any of its properties.

(l) **Indebtedness:** The principal of and interest on and all other amounts, payments and premiums due under the Notes, as hereinafter defined, and all other indebtedness of Mortgagor, Clear Ridge, or ERA to Mortgagee under and/or secured by the Mortgage and by any of the other Loan Documents, or any amendments, modifications, renewals and extensions of any of the foregoing.

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(m) **Land:** The real estate described in Exhibit A attached hereto and commonly known as Tyler, Langdon, MacKinzie and Savannah's Subdivision and located at 5950 South between Austin and Nashville Avenues, Chicago, Illinois.

(n) **Leases:** Any and all leases, subleases, licenses, concessions or grants of other possessory interests now or hereafter in force, oral or written, covering or affecting the Mortgaged Property, or any part thereof, together with all rights, powers, privileges, options and other benefits of Mortgagor thereunder.

(o) **Loan Agreement:** The Construction Loan Agreement by and between Mortgagor, ERA and Mortgagee dated August 21, 1996 as amended by this First Amendment.

(p) **Loan Documents:** The Mortgage, this First Amendment, the Loan Agreement, the Notes, the Guaranty, the Security Agreement, the Collateral Assignment, the Environmental Indemnity Agreement, the Assignment of Rights, the Architect's Certificates, the Architect's Consent, and the General Contractor's Consent and any and all other documents executed by the Mortgagor or ERA, Clear Kids, or others, including, but not limited to any guarantors, (other than the Mortgage and this First Amendment) now or hereafter securing the payment of the Indebtedness or the Letter of Credit Note or the observance or performance of the Obligations.

(q) **Mortgaged Property:** The Land, the Buildings, the Fixtures, the Leases and the Rents together with:

(i) all rights, privileges, permits, licenses, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances of the Buildings belonging or in any way appertaining thereto and all right, title and interest of Mortgagor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;

(ii) all the estate, right, title, interest, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Land, the Buildings, the Fixtures, the Leases and the Rents; and

(iii) all the estate, right, title, interest, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Awards, or payments with respect to casualties.

(r) **Mortgagee:** Marquette National Bank, and its successors and assigns and the holders, from time to time, of all or any of the Notes.

(s) **Mortgagee's Address:** 6316 South Western Avenue, Chicago, Illinois, 60636.

(t) **Mortgagor:** The person named as such in the preamble of this Mortgage, and his or its respective heirs, administrators, executors, successors and assigns and their successors in interest in and to the Mortgaged Property.

(u) **Mortgagor's Address:** 6155 South Pulaski, Chicago, Illinois 60629.

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(v) Note or Notes: (i) The Amended and Restated Land Acquisition Note dated of even date herewith this First Amendment made by Mortgagor and Clear Ridge to the order of Mortgagee, in the principal amount of One Million One Hundred Thousand and No/100 Dollars (\$1,100,000), (ii) the Amended and Restated Land Improvement Note dated of even date with this First Amendment made by Mortgagor and Clear Ridge in the principal amount of Five Hundred and Twenty-Five Thousand Dollars, (\$525,000) (iii) the Model Homes Note filed of even date with this First Amendment made by Mortgagor and Clear Ridge to the order of Mortgagee in the principal amount of Two Hundred and ninety-five Thousand and No/100 Dollars (\$295,000), (iv) the Amended and Restated Non-Revolver Line of Credit Note dated of even date with this First Amendment made by Mortgagor and Clear Ridge to the order of Mortgagee in the principal amount of Eight Hundred and Eighty Thousand and No/100 Dollars (\$880,000), and (v) the Amended and Restated Letter of Credit Note dated of even date with this First Amendment made by Mortgagor and Clear Ridge to the order of Mortgagee in the principal amount of One Hundred Twenty Nine Thousand One Hundred and Forty Nine and No/100 Dollars (\$129,149) (collectively the Amended and Restated Land Acquisition Note, the Land Improvement Note, the Amended and Restated Model Homes Note and the Amended and Restated Non-Revolver Line of Credit Note and the Amended and Restated Letter of Credit Note are collectively referred to hereinafter as the "Notes") which Notes are secured in part, by the Mortgage, together with any and all extensions, renewals, modification, and amendments thereof.

(w) Obligations: Any and all of the covenants, promises and other obligations (other than the Indebtedness) made or owing by Mortgagor, ERA, or Clear Ridge to or due to Mortgagee under and/or as set forth in the Note, the Mortgage, this First Amendment, the Loan Agreement or any of the other Loan Documents, and any and all extensions, renewals, modifications and amendments of any of the foregoing.

(x) Original Guarantors: Jose J. Valdivia and Clear Ridge Development, Inc.

(y) Original Guaranty: The guaranty, or collectively the guaranties, dated August 21, 1996 and executed by each Guarantor guaranteeing the indebtedness and the obligations of Mortgagor and ERA under the Mortgage, the Original Notes and the Loan Document.

(z) Original Notes. (i) The Land Acquisition Note dated August 21, 1996 made by Mortgagor and ERA to the order of Mortgagee, in the principal amount of One Million One Hundred Thousand and No/100 Dollars (\$1,100,000), and (ii) the Land Improvement Note dated August 21, 1996 made by Mortgagor and ERA to the Order of Mortgagee in the principal amount of Five Hundred and Twenty-Five Thousand Dollars, (\$525,000) (iii) the Model Homes Note dated August 21, 1996 made by Mortgagor and ERA to the order of Mortgagee in the principal amount of Two Hundred and ninety-five Thousand and No/100 Dollars (\$295,000), (iv) the Non-Revolver Line of Credit Note dated August 21, 1996 made by Mortgagor and ERA to the order of Mortgagee in the principal amount of Eight Hundred and Eighty Thousand and No/100 Dollars (\$880,000), and (v) the Letter of Credit Note dated August 1, 1996 made by ERA to the order of Mortgagee in the principal amount of One Hundred Twenty-Nine Thousand One Hundred and Forty-Nine and No/100 Dollars (\$129,149) (collectively the Land Acquisition Note, the Land Improvement Note,

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the Model Homes Note and the Non-Revolving Line of Credit Note are collectively referred to hereinafter as the "Original Notes").

All capitalized terms used in this First Amendment which are not specifically defined in this First Amendment shall have the meaning or meanings specified in the Construction Loan Agreement.

## Article 2

### RECITALS

2.1 On August 21, 1996 Mortgage made certain loans to ERA and the Trustee (hereinafter ERA and the Trustee are referred to together as "Original Borrower") as follows:

(a) Mortgage Loan. Lender agreed to lend to, and Original Borrower agreed to borrow from Lender an amount not to exceed ONE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,100,000) (the "Land Acquisition Loan"). The Land Acquisition Loan was evidenced by the Land Acquisition Note.

(b) Land Improvement Loan. Lender agreed to lend to Original Borrower an amount not to exceed FIVE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$525,000) and Original Borrower agreed to borrow said amount from Lender (the "Land Improvement Loan"). The Land Improvement Loan was evidenced by the Land Improvement Note.

(c) Model Home Loan. Lender agreed to lend to Original Borrower an amount not to exceed up to seventy-five percent (75%) of the hard construction costs of three model homes, but in no event more than an aggregate amount of TWO HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$295,000) (the "Model Homes Loan") and Original Borrower agreed to borrow said amount from Lender. The Model Homes Loan was evidenced by the Model Homes Note.

(d) Non-Revolving Line of Credit Loan. Lender agreed to lend to Original Borrower an amount not to exceed EIGHT HUNDRED EIGHTY AND NO/100 DOLLARS (\$880,000) (the "Non-Revolving Line of Credit Loan") and Original Borrower agreed to borrow from Lender said amount. The Non-Revolving Line of Credit Loan was evidenced by the Non-Revolving Line of Credit Note.

(e) Letter of Credit. Lender agreed to issue its standby Letter of Credit in the amount of ONE HUNDRED TWENTY-NINE THOUSAND ONE HUNDRED FORTY-NINE AND NO/100 DOLLARS (\$129,149) in favor of the City of Chicago, Illinois ("Letter of Credit Beneficiary") with respect to subdivision improvements for the Tyler, Langdon, McKinzie and Savannah's Plat of Subdivision (the "Subdivision"). The Letter of Credit Loan was evidenced by the Letter of Credit Note (the Land Acquisition Loan, Land Improvement Loan, Model Homes

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Loan, Non-Revolving Line of Credit Loan, and Letter of Credit Loan are collectively referred to hereinafter as the "Original Loans").

2.2 The Original Notes are secured, *inter alia*, by a Construction Mortgage and Assignment of Leases and Rents and Security Agreement, dated August 21, 1996 (the "Mortgage") from the Trustee as Mortgagee, and recorded August 28, 1996, Document Number 96657728 in the Recorder's Office of Cook County, Illinois encumbering certain real property (the "Property") described in Schedule A attached thereto, situated in the County of Cook, Illinois; and

2.3 The Indebtedness and Obligations of Original Borrower under the Original Notes, the Mortgage, the Loan Agreement and the other Loan Documents were unconditionally guaranteed by the Original Guarantor pursuant to the Original Guaranty; and

2.4 ERA has requested Mortgagee's consent to an assignment from ERA to Clear Ridge of all of the right, title and interest owned by ERA in and to the beneficial interest and power of direction under the Trust of the Trustee (the "Transfer"); and

2.5 ERA has also requested that Mortgagee agree to release ERA as a co-borrower on the Original Notes and substitute Clear Ridge in their stead as a co-borrower with the Trustees (the "Substitution") on the Notes (hereinafter Clear Ridge and the Trustee are collectively referred to as the "Borrower"); and

2.6 Mortgagee has requested that in consideration of Mortgagee's agreement to consent to the Transfer and the Substitution that Jose J. Valdivia reaffirm his Guaranty and ERA execute a new Guaranty each thereby guarantying all Indebtedness and Obligations of the Borrower under the Loan; and

2.7 Mortgagee is willing to amend, replace, restate and supersede the Original Notes with the Notes and consent to the Transfer and Substitution only if (i) Borrower executes the Notes; (ii) Jose G. Valdivia reaffirms his obligations to Mortgagee under the Original Guaranty; and fully and unconditionally guarantees the Indebtedness and the Obligations of the Borrower; (iii) ERA fully and unconditionally guaranties the Indebtedness and the Obligations of the Borrower under the Notes, the Mortgage, the Loan Agreement, this First Amendment and all of the other Loan Documents (iv) the title insurance policy insuring the first lien granted Mortgagee under the Mortgage is endorsed to show no new or additional liens or encumbrances on the Mortgaged Property other than shown on such policy on the date of issuance; (collectively the "Amendment Documents"); (v) Borrower pays Mortgagee's out-of-pocket closing costs in connection with this transaction, including without limitation, title insurance premiums and fees, escrow fees, recording fees, stamp and documentary taxes, and reasonable attorney's fees and expenses; and (vi) Midwest Bank and Trust Company executes the Amended and Restated Limited Subordination Agreement dated of even date herewith between Lender and Midwest Bank and Trust Company.

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## Article 3

### AMENDMENT

3.1 The foregoing Definitions and Recitals are incorporated in this Article 3 as if set out in full in this Article. All references in the Mortgage and any of the other Loan Documents to any other Loan Document or Loan Documents shall be deemed to be to such documents as modified by this First Amendment and the Amendment Documents. Except as modified by this First Amendment and the Amendment Documents the Mortgage and the other Loan Documents remain unmodified, and, as modified hereby, are hereby affirmed and ratified by the parties hereto.

3.2 The Mortgage and the Loan Agreement are hereby amended to incorporate the provisions of this First Amendment as set forth herein.

3.3 The Mortgagee hereby consents to the Transfer and Substitution.

3.4 The execution and delivery of this First Amendment and the Amendment Documents in no way modifies, limits, impairs or releases Guarantors from any of the Guarantors' obligations or liabilities under their respective Guaranty or Reaffirmation of Guaranty. Guarantors ratify and confirm each and every obligation of Guarantors under their respective Guarantees or Reaffirmations of Guarantees and hereby acknowledge that their obligations under their respective Guarantees or Reaffirmation of Guarantees continue in full force and effect and extend to all Indebtedness and Obligations of Borrower arising pursuant to the Note, the Mortgage, the Loan Agreement and the other Loan Documents as amended by this First Amendment and the Amendment Documents.

3.5 The execution, delivery and performance of this First Amendment and the Amendment Documents has been duly authorized by the parties hereto by all requisite action, if any (including approvals of all shareholders, partners, members or beneficiaries)

3.6 ERA and Clear Ridge hereby covenant, represent and warrant to Mortgagee that:

(a) No Event of Default now exists under the Mortgage or any of the other Loan Documents and no event has occurred that would constitute an Event of Default with the mere passage of time of the giving of notice, or both,

(b) The Mortgage and all of the other Loan Documents, as amended by the First Amendment and the Amendment Documents, are not subject to any right of rescission, set-off, counterclaim or defense, either at law or in equity, nor will the operation of any of the terms of the Mortgage or the other Loan Documents, as amended by this First Amendment and the Amendment Documents, render the Mortgage or any of the other Loan Documents unenforceable, in whole or in part,

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(c) Mortgagee, by entering into this First Amendment and the Amendment Documents, does not waive any existing default or Event of Default under the Mortgage or any of the other Loan Documents, or any rights or remedies under the Mortgage or any of the other Loan Documents, except as expressly provided in this First Amendment or the Amendment Documents; and

(d) Mortgagee has not heretofore waived any default or Event of Default under the Mortgage or any of the other Loan Documents.

3.7 On the date hereof, ERA and Clear Ridge have complied with all of the covenants set forth in the Mortgage and the other Loan Documents. As of the date hereof, all of the representations and warranties set forth in the Mortgage and the other Loan Documents, are true and correct with the same effect as if such representations and warranties had been made on the date hereof, except to the extent such representations and warranties expressly relate to an earlier date.

3.8 ERA and Clear Ridge acknowledge and agree that every right, power and remedy of the Mortgagee under the Mortgage and the other Loan Documents, including this First Amendment and the Amendment Documents, is in full force and effect, including, without limitation, such rights, powers and remedies relating to the Mortgage and all of the other Loan Documents as hereby amended, and the payment of the Indebtedness and the performance of the Obligations thereunder. Without limiting the foregoing, ERA and Clear Ridge intend, by execution and delivery of this First Amendment and the Amendment Documents to absolutely, irrevocably and unconditionally covenant and warrant to Mortgagee:

(a) the due and punctual payment of the Indebtedness due and payable under the Notes, the Mortgage and the other Loan Documents, as amended by the First Amendment and the Amendment Documents; and

(b) the performance by ERA, Clear Ridge and the Guarantors of all of their respective Obligations under the Mortgage and the other Loan Documents. ERA, Clear Ridge and the Guarantors acknowledge and declare that they have no defenses, claims, charges, pleas or setoffs whatsoever in law or in equity against the Mortgagee, the Mortgage and the other Loan Documents as amended by this First Amendment and the Amendment Documents. ERA and Clear Ridge hereby waive and release any and all defenses which might accrue to them by the execution of this First Amendment and the Amendment Documents.

3.9 This First Amendment shall inure to the benefit of and shall be binding upon the parties and the respective successors, assigns, legal representatives, heirs, beneficiaries, executors, members and administrators.

3.10 Submission of this First Amendment for examination shall not bind Mortgagee in any manner, and no obligation of Mortgagee shall arise hereunder until this First Amendment until all of the Amendment Documents have been executed by ERA, Clear Ridge and Mortgagee.

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3.11 ERA and Clear Ridge hereby acknowledge and agree that the modifications contained in this First Amendment and the Amendment Documents shall in no manner affect or impair the liens and security interests of the Mortgagee, which liens and security interests are hereby acknowledged by ERA and Clear Ridge to be valid and subsisting first and prior mortgage or security liens, and all of the terms and provisions of the Mortgage and all of the other Loan Documents, shall be and remain in full force and effect as therein, except as modified by this First Amendment and the Amendment Documents.

3.12 This First Amendment and the Amendment Documents shall be governed by and construed according to the laws of the State of Illinois.

3.13 ~~Trustee Exculpation.~~ This First Amendment is executed by the Trustee, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing in this First Amendment shall be construed as creating any liability on such Trustee personally to perform any express or implied covenant, condition or obligation under this First Amendment, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this First Amendment.

IN WITNESS WHEREOF, intending to be legally bound hereby, Lender, Trustee, ERA and Clear Ridge have duly executed this First Amendment, the day and year first above written.

TRUSTEE:

Marquette National Bank,  
not individually, but as Trustee under  
Trust Agreement dated July 19, 1996,  
and known as Trust Number 13809

By: Joyce A. Madsen  
JOYCE A. MADSEN, Trust Officer

LENDER:

Marquette National Bank

By: John T. Foote  
John Foote  
Vice President

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ERA:

CLEAR RIDGE:

ERA-Valdivia Contractors, Inc.

Clear Ridge Development, Inc., an  
Illinois corporation

By:

J. Gu Valdivia

Jose G. Valdivia, President

By:

J. Gu Valdivia

Jose G. Valdivia, President

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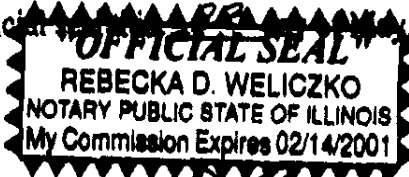
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STATE OF ILLINOIS )  
 )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that Jose G. Valdivia, personally known to me to be the person that executed the foregoing First Amendment appeared before me this day in person and acknowledged he signed and delivered this First Amendment as his free and voluntary act and deed for the uses and purposes therein set forth, as President of both ERA and Clear Ridge.

GIVEN under my hand and official seal this 22<sup>nd</sup> day of May, 1997.



*Rebecca D. Weliczko*  
Notary Public

Commission expires: 2/14/2001

STATE OF ILLINOIS )  
 )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that John Foote, ~~Assistant~~ Vice President of the Lender, appeared before me this day in person and acknowledged that, as such Assistant Vice President he signed and delivered this First Amendment pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 25<sup>th</sup> day of May, 1997.

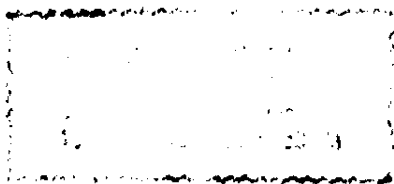
*Kristin K. Kauch*  
Notary Public

Commission expires: 8/9/97



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## ACKNOWLEDGMENT

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

On ~~May~~ <sup>9/14/98</sup> ~~1997~~<sup>8</sup> before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Trust Officer on behalf of the Trustee and acknowledged to me that the execution thereof was the free and voluntary act and deed of said Trustee for the uses and purposes therein mentioned, and acknowledged to me that such Trust Officer executed the within instrument pursuant to the Trustee's corporate by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

(SEAL)



*Nancy R. Liker*  
Notary Public in and for the State of Illinois

My commission expires: 10-06-00

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EXHIBIT A

Legal Description

LOTS 1 THROUGH 48 INCLUSIVE OF THE TYLER, LANGDON, MACKINZIE AND SAVANNAH'S SUBDIVISION AS RECORDED MAY 29, 1996 AS DOCUMENT NUMBER 96402837

PERMANENT INDEX NOS. 19-17-500-001-0000  
19-18-500-002-0000  
19-18-500-003-0000

Commonly known as Tyler, Langdon, MacKinzie and Savannah's Subdivision, 5950 South between Austin and Nashville Avenue, Chicago, IL

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