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8/7/010 53 001 Page 1 of 14
1999-09-21 16:10:35
Cook County Recorder 47.50

This Document Prepared By And
After Recording, Return To:

Ferdinand J. Gallo III, Esq.
KATTEN MUCHIN & ZAVIS
525 West Monroe Street
Suite 1600
Chicago, Illinois 60661-3693



99891402

(Space Above This Line for Recorder's Use Only.)

99-09237

ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT (this "**Agreement**") is entered into as of the 21st day of September, 1999, by and among **METROPOLITAN LIFE INSURANCE COMPANY**, a New York corporation, its successors and assigns ("**MetLife**"), **CHICAGO FOXFIRE APARTMENTS LIMITED PARTNERSHIP**, an Illinois limited partnership ("**Borrower**"), and **ARCHSTONE COMMUNITIES TRUST**, a Maryland real estate investment trust ("**Buyer**").

WITNESSETH:

WHEREAS, MetLife is the holder of that certain Promissory Note in the original principal amount of Eight Million Five Hundred Thousand and No/100ths Dollars (\$8,500,000) dated September 21, 1995 made by Borrower (the "**Note**");

WHEREAS, the Note is secured by, *inter alia*, the following: (i) that certain Mortgage and Security Agreement executed by Borrower in favor of MetLife dated September 21, 1995 (the "**Mortgage**"), and recorded on September 21, 1995 as Document No. 95639381 with the County Recorder for Cook County, Illinois (the "**County Recorder**"); and (ii) that certain Assignment of Rents executed by Borrower in favor of MetLife dated September 21, 1995 (the "**Assignment**"), and recorded on September 21, 1995 as Document No. 95639382 with the County Recorder (the Note, the Mortgage, the Assignment and every other document evidencing the indebtedness evidenced by the Note or securing such indebtedness are hereinafter collectively referred to as the "**Loan Documents**");

WHEREAS, Borrower executed in favor of MetLife that certain Unsecured Indemnity Agreement dated as of September 21, 1995, and recorded on January 11, 1996 as Document No. 96027984 with the County Recorder (the "**Indemnity Agreement**");

WHEREAS, the Mortgage encumbers, among other things, certain land more particularly described in **Exhibit A** attached hereto and incorporated herein (the "**Property**");

WHEREAS, Borrower desires to transfer title to the Property to Buyer, and Buyer desires

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to assume the obligations of Borrower to pay the indebtedness evidenced by the Loan Documents and to perform each and every obligation of Borrower under the Loan Documents and the Indemnity Agreement;

WHEREAS, MetLife has agreed to consent to such transfer;

WHEREAS, Borrower is assigning all of its rights and delegating all of its duties and obligations under the Loan Documents and the Indemnity Agreement;

WHEREAS, in consideration of the consent of MetLife to the transfer of title to the Property to Buyer, Buyer agrees to assume the obligations of Borrower to pay the indebtedness evidenced by the Loan Documents and to perform each and every obligation of Borrower under the Loan Documents and the Indemnity Agreement and be bound by each of the Loan Documents and the Indemnity Agreement; and

WHEREAS, Buyer has requested certain modifications to the terms and provisions of the Mortgage and Indemnity Agreement, and MetLife has consented to the modification of such terms and provisions as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Borrower hereby assigns to Buyer all of its rights under the Loan Documents, and delegates all of its obligations and duties under the Loan Documents and the Indemnity Agreement, to Buyer.

2. Buyer hereby accepts the assignment and delegation of such rights and duties under the Loan Documents and hereby assumes the obligations of Borrower to pay the indebtedness evidenced by the Loan Documents and to perform each and every obligation of Borrower under the Loan Documents and the Indemnity Agreement, and agrees to be bound by the Note, the Mortgage, the other Loan Documents and the Indemnity Agreement, as though such indebtedness had originally been incurred by Buyer and such Loan Documents had been originally made, executed and delivered by Buyer, subject to any limitations of liability set forth in such documents, if any.

3. MetLife hereby consents to the sale, transfer and conveyance by Borrower to Buyer of the Property, together with all personal property and appurtenances thereto. In addition, MetLife hereby represents and warrants to Buyer that, to its knowledge, no Event of Default (as defined in the Mortgage) has occurred under any of the Loan Documents or the Indemnity Agreement.

4. Nothing herein is intended to release or discharge Borrower from any of the obligations or the personal liability, if any, under the Loan Documents, the Indemnity Agreement or any other documents executed in connection with the loan evidenced thereby.

5. All references in the Mortgage to "Borrower" shall mean Buyer, and all references in the Indemnity Agreement to "Indemnitor" shall mean Buyer.

6. Section 1.05(b) of the Mortgage is hereby amended by adding the following new sentence thereto following the final sentence thereof:

Mortgagee acknowledges and agrees that the above described property insurance may be maintained in the form of a blanket policy, with specific allocations to each property covered thereby.

7. Section 1.07(b) of the Mortgage is hereby deleted in its entirety, and inserted in lieu thereof is the following:

(b) Borrower hereby assigns to Lender, as security, all Insurance Proceeds which Borrower may be entitled to receive. In the event of any damage to or destruction of the Property, and provided (1) an Event of Default does not currently exist, (2) the damage to or destruction of the Property is not in excess of Four Million and No/100 Dollars (\$4,000,000.00) and (3) Lender has determined that (i) its security has not been impaired and (ii) the repair, restoration and rebuilding of any portion of the Property that has been partially damaged or destroyed can be accomplished in full compliance with all Requirements (as defined in Exhibit "A") to the same condition, character and general utility as nearly as possible to that existing prior to such damage or destruction and at least equal value as that existing prior to such damage or destruction (the "Restoration"), then Borrower shall commence and diligently pursue to completion the Restoration. Lender shall hold and disburse the Insurance Proceeds less (x) the cost, if any, to Lender of recovering such proceeds including, without limitation, attorneys' fees and expenses, adjusters' fees and fees incurred in Lender's performance of its obligations hereunder, and (y) any insurance proceeds received by Lender pursuant to Section 1.05(a)(2) (the "Net Insurance Proceeds") in the manner hereinafter provided, to the Restoration. In the event that the above conditions for Restoration have not been met, Lender may, at its option, apply the Net Insurance Proceeds to the reduction of the Secured Indebtedness in such order as Lender may determine and Lender may declare the entire Secured Indebtedness immediately due and payable and if no Event of Default has occurred, no "Note Prepayment Fee" (as defined in the Note) shall be payable on account thereof.

8. Sections 3.03(a) and (b) of the Mortgage are hereby deleted in their entirety and the following is inserted in lieu thereof:

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(a) Borrower shall not cause, permit or suffer: (i) the Property, or any part thereof, or any interest therein, to be conveyed, transferred, assigned, encumbered, sold or otherwise disposed of; or (ii) any conveyance, transfer, pledge or encumbrance of any interest in Borrower. Notwithstanding the foregoing, provided that Borrower remains a publicly traded real estate investment trust listed on the New York Stock Exchange, any conveyances, transfers, assignments, encumbrances, sales or other dispositions of securities issued by Borrower shall be permitted pursuant to this **Section 3.03(a)**.

(b) Borrower agrees to submit or cause to be submitted to Lender within thirty (30) days after December 31st of each calendar year during the term hereof, without further request from Lender, and within ten (10) days after any written request by Lender for the same, a sworn, notarized certificate, signed by an authorized officer of Borrower stating whether the Property, or any part thereof, or any interest therein, has been conveyed, transferred, assigned, encumbered, sold or otherwise disposed of, and if so, to whom.

9. The first sentence of **Section 1(b)** of the Indemnity Agreement is hereby deleted in its entirety, and inserted in lieu thereof is the following:

(b) In the event that any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is necessary under any applicable local, state or federal law or regulation, any judicial order, or by any governmental or non-governmental entity or person because of, or in connection with, the current or future presence, suspected presence, release or suspected release of Hazardous Materials in or into the air, soil, ground water, surface water or soil vapor at, on, under, within or in connection with the Property, or, to the extent resulting from occurrences or conditions at, on, under, within or in connection with the Property (or any portion thereof) or any migration thereof from or to the Property, Indemnitor shall, within sixty (60) days after written demand for performance thereof by any Indemnitee (or such shorter period of time as may be required under any applicable law, regulation, order or any agreement which was entered into with the approval of Indemnitor), promptly commence, or cause to be commenced, and thereafter diligently prosecute to completion, all such Remedial Work. Notwithstanding the foregoing, if Indemnitor shall, in good faith, and by proper legal action, contest any order for Remedial Work on or before the end of such sixty (60) day period (a "Contest" or "Contests"), and shall have deposited cash (or other security satisfactory to Lender) with Lender (or as Lender may

direct) as a reserve for the payment thereof, plus all fines, interest, penalties and costs which may become due pending determination of such Contest, in such amount as Lender may reasonably require, then as long as such Contest operates to prevent enforcement of such Remedial Work order, and such Contest is prosecuted with due diligence and continuity, and shall not have been terminated or discontinued adversely to Indemnitor, Indemnitor shall not be deemed to be in violation of the provisions of this **Section 1(b)**. Upon the termination of any such Contest Indemnitor shall be obligated to complete any Remedial Work or part thereof as finally determined necessary by such Contest. However, if monies have been deposited with Lender pursuant to this **Section 1(b)**, said funds shall be applied toward any sums due under the Remedial Work order and the excess, if any, shall be returned to Indemnitor. All Remedial Work shall be performed by one or more contractors, approved in advance in writing by Lender (which approvals shall not be unreasonably withheld or delayed), and under the supervision of a consulting engineer approved in advance in writing by Lender. All Costs related to such Remedial Work shall be paid by Indemnitor including, without limitation, Costs incurred by any Indemnitee in connection with monitoring or review of such Remedial Work. In the event Indemnitor shall fail to promptly commence, or cause to be commenced, or fail to diligently prosecute to completion, such remedial work, Lender may (with prior notice to Indemnitor, except in the event of an emergency, in which event such notice shall be given to Indemnitor as promptly as possible), but shall not be required to, cause such Remedial Work to be performed and all Costs shall become an Environmental Claim hereunder.

10. **Section 2(a)(i)** of the Indemnity Agreement is hereby deleted in its entirety and inserted in lieu thereof is the following:

(i) receipt by Indemnitor of any written notice of any proceeding, inquiry, notice, or other communication by or from any governmental or non-governmental entity regarding the presence or suspected presence of any Hazardous Material at, on, about, under, within or in connection with the Property or, to the extent resulting from occurrences or conditions at, on, under, within or in connection with the Property (or any portion thereof) or any migration thereof from or to the Property;

11. **Section 2(a)(iv)** of the Indemnity Agreement is hereby deleted in its entirety and inserted in lieu thereof is the following:

(iv) actual knowledge of Indemnitor of the discovery of any

occurrence or condition on any real property adjoining the Property that could cause the Property or any part thereof to be subject to any restrictions on ownership;

12. Section 2(a)(v) of the Indemnity Agreement is hereby deleted in its entirety and inserted in lieu thereof is the following:

(v) the receipt of any notice or discovery by Indemnitor of any information regarding any actual, alleged, or intended use, manufacture, production, storage, spillage, seepage, release, discharge, disposal or any other presence or existence of any Hazardous Material at, on, about, under, within or in connection with the Property, or, to the extent resulting from occurrences or conditions at, on, under, within or in connection with the Property (or any portion thereof) or any migration thereof from or to the Property, except for the use and storage of such materials and in such quantities as are customarily used on multi-family residential properties in accordance with applicable law.

13. Borrower and Buyer intend MetLife to be the beneficiary of this Assignment and Assumption Agreement, and MetLife shall be fully entitled to enforce and exercise any rights hereunder, or under any of the Loan Documents or the Indemnity Agreement, against any party hereto, or otherwise.

14. This Agreement shall be binding upon the parties hereto and their respective successors and their assigns.

15. From and after the date hereof, all notices, demands, and requests given or required to be given to Buyer under the Loan Documents shall be in writing. All notices shall be deemed to have been duly given if mailed by United States registered or certified mail, with return receipt requested, postage prepaid, or by United States Express Mail or other comparable overnight courier service to Buyer at the address set forth below (or at such other address as shall be given in writing), with a copy to Borrower at the address set forth below, and shall be deemed complete upon receipt or refusal to accept delivery as indicated in the return receipt or in the receipt of such United States Express Mail or courier service.

Notice to Buyer: Archstone Communities Trust
7670 South Chester Street
Englewood, Colorado 80112
Attn: Chief Financial Officer
Telecopy: (303) 708-5999

with a copy to: Mayer Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603-3441
Attn: Thomas Reif, Esq.

Telecopy: (312) 701-7711

Notice to Borrower: Chicago Foxfire Apartments Limited Partnership
c/o W&M Properties, Inc.
60 East 42nd Street
New York, New York 10165
Attn: Anthony E. Malkin
Telecopy: (212) 986-7679, or (212) 850-2796

16. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Agreement.

17. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

19. In accordance with the Amended and Restated Declaration of Trust of Buyer dated as of June 30, 1998, notice is hereby given that all persons dealing with Buyer shall look to the assets of Buyer for the enforcement of any claim against Buyer, as none of the trustees, employees and shareholders of Buyer assume any personal liability for obligations entered into by or on behalf of Buyer.

20. Except as expressly modified hereby, the Mortgage and the Indemnity Agreement shall be and continue in full force and effect in accordance with the respective terms thereof, and the terms and provisions of the Note, the Loan Documents and the Indemnity Agreement are hereby ratified, confirmed and affirmed by each of Borrower and Buyer.

[Execution Page Follows.]

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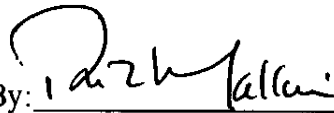
99891402

WITNESS OUR HANDS this 21st day of September, 1999.

BORROWER:

CHICAGO FOXFIRE APARTMENTS
LIMITED PARTNERSHIP, an Illinois
limited partnership

By: Malkin Foxfire L.L.C., an Illinois
limited liability company

By: 
Peter L. Malkin, a Member

BUYER:

ARCHSTONE COMMUNITIES TRUST, a
Maryland real estate investment trust

By: _____
Name: _____
Title: _____

METLIFE:

METROPOLITAN LIFE INSURANCE
COMPANY, a New York corporation

By: _____
Name: _____
Title: _____

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STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this ~~10th~~ day of September 1999, before me appeared Peter L. Malkin, to me personally known, who being by me duly sworn, did say that he is a Member in Malkin Foxfire, L.L.C., an Illinois limited liability company, the sole general partner in Chicago Foxfire Apartments Limited Partnership, an Illinois limited partnership, and that the foregoing instrument was signed on behalf of said limited liability company as the sole general partner in such limited partnership by authority of its members, and he acknowledged said instrument to be the free act and deed of said limited liability company on behalf of such limited partnership, for the uses and purposes hereinabove set forth.

Jack K. Feirman
Notary Public

My Commission Expires:

JACK K. FEIRMAN
Notary Public, State of New York
No. 30-6257560
Certificate Filed in Nassau County
Commission Expires June 30, 2000

STATE OF _____)
) SS:
COUNTY OF _____)

On this ___ day of September 1999, before me appeared _____, to me personally known, who being by me duly sworn, did say that (s)he is a (Senior) Vice President of Archstone Communities Trust, a Maryland real estate investment trust, and that the foregoing instrument was signed on behalf of said real estate investment trust by authority of its Board of Trustees, and (s)he acknowledged said instrument to be the free act and deed of said real estate investment trust, for the uses and purposes hereinabove set forth.

Notary Public

My Commission Expires:

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WITNESS OUR HANDS this 21st day of September, 1999.

BORROWER:

CHICAGO FOXFIRE APARTMENTS
LIMITED PARTNERSHIP, an Illinois limited
partnership

By: Malkin Foxfire L.L.C., an Illinois
limited liability company

By: _____
Peter L. Malkin, a Member

BUYER:

ARCHSTONE COMMUNITIES TRUST, a
Maryland real estate investment trust



By: _____
Name: Michael R. Berman
Title: Vice President

METLIFE:

METROPOLITAN LIFE INSURANCE
COMPANY, a New York corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

On this ___ day of September 1999, before me appeared Peter L. Malkin, to me personally known, who being by me duly sworn, did say that he is a Member in Malkin Foxfire, L.L.C., an Illinois limited liability company, the sole general partner in Chicago Foxfire Apartments Limited Partnership, an Illinois limited partnership, and that the foregoing instrument was signed on behalf of said limited liability company as the sole general partner in such limited partnership by authority of its members, and he acknowledged said instrument to be the free act and deed of said limited liability company on behalf of such limited partnership, for the uses and purposes hereinabove set forth.

Notary Public

My Commission Expires.

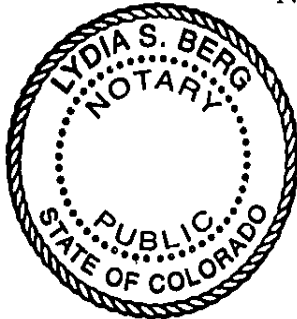
STATE OF Colorado)
) SS:
COUNTY OF ARAPAHOE)

On this ~~21st~~ day of September 1999, before me appeared Michael R. Berman, to me personally known, who being by me duly sworn, did say that (s)he is a (Senior) Vice President of Archstone Communities Trust, a Maryland real estate investment trust, and that the foregoing instrument was signed on behalf of said real estate investment trust by authority of its Board of Trustees, and (s)he acknowledged said instrument to be the free act and deed of said real estate investment trust, for the uses and purposes hereinabove set forth.

Lydia S. Berg
Notary Public

My Commission Expires:
My Commission Expires 10/02/2000

My Commission Expires 10/02/2000



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WITNESS OUR HANDS this 21st day of September, 1999.

99891402

BORROWER:

CHICAGO FOXFIRE APARTMENTS
LIMITED PARTNERSHIP, an Illinois
limited partnership

By: Malkin Foxfire L.L.C., an Illinois
limited liability company

By: _____
Peter L. Malkin, a Member

BUYER:

ARCHSTONE COMMUNITIES TRUST, a
Maryland real estate investment trust

By: _____
Name: _____
Title: _____

METLIFE:

METROPOLITAN LIFE INSURANCE
COMPANY, a New York corporation

By: Robert J. Perry
Name: ROBERT J. PERRY
Title: ASSISTANT
VICE-PRESIDENT

VK

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STATE OF Illinois)
) SS:
COUNTY OF DuPage)

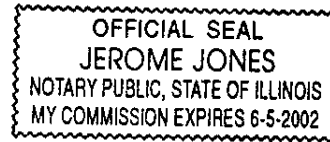
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On this 24th day of September 1999, before me appeared ROBERT L. TERRY, to me personally known, who being by me duly sworn, did say that (s)he is a ASSISTANT of Metropolitan Life Insurance Company, a New York corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged said instrument to be the free act and deed of said corporation, for the uses and purposes hereinabove set forth.

Jerome Jones
Notary Public

My Commission Expires

6-5-2002



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Schedule A

LEGAL DESCRIPTION:

A PART OF THE EAST ½ OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTER LINE OF RAND ROAD, WHICH IS 901.10 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTER LINE, WITH THE CENTER LINE OF HICKS ROAD; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF RAND ROAD AND SAID CENTER LINE EXTENDED, A DISTANCE OF 50.04 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF RAND ROAD, BEING THE POINT OF BEGINNING; THENCE SOUTHEAST, ALONG THE SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF RAND ROAD, BEING A CURVE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 10,743.00 FEET, 50.04 FEET DISTANT FROM THE CENTER LINE THEREOF, AN ARC DISTANCE OF 254.17 FEET, HAVING A CHORD BEARING OF SOUTH 43 DEGREES 6 MINUTES 29 SECONDS EAST (ASSUMED BEARING) AND A CHORD LENGTH OF 254.16 FEET; THENCE SOUTH 47 DEGREES 34 MINUTES 10 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTHEASTERLY, ALONG A CURVE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 10,733.00 FEET, AN ARC DISTANCE OF 110.00 FEET, HAVING A CHORD BEARING OF SOUTH 42 DEGREES 34 MINUTES 10 SECONDS WEST AND A CHORD LENGTH OF 110.00 FEET; THENCE NORTH 48 DEGREES 9 MINUTES 25 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTHEASTERLY, ALONG A CURVE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 10,743 FEET, AN ARC DISTANCE OF 99.00 FEET HAVING A CHORD BEARING OF SOUTH 41 DEGREES 34 MINUTES 36 SECONDS EAST, AND A CHORD LENGTH OF 99.90 FEET; THENCE SOUTH 49 DEGREES 14 MINUTES 23 SECONDS WEST, A DISTANCE OF 927.74 FEET; THENCE NORTH 81 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 562.66 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF HICKS ROAD, BEING 1306.03 FEET SOUTHERLY, AS MEASURED ALONG THE EASTERLY RIGHT-OF-WAY LINE OF HICKS ROAD, FROM THE MOST WESTERLY CORNER OF SAID LOT 1 IN HASTEROCK PARK; THENCE NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF HICKS ROAD, BEING A CURVED LINE, 50.00 FEET EASTERLY, MEASURED RADIALLY, OF THE CENTER LINE OF SAID HICKS ROAD, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 2814.93, AN ARC DISTANCE OF 574.23 FEET, HAVING A CHORD BEARING OF NORTH 4 DEGREES 53 MINUTES 50 SECONDS EAST, AND A CHORD LENGTH OF 573.21 FEET; THENCE SOUTH 87 DEGREES 45 MINUTES 21 SECONDS EAST, A DISTANCE OF 296.28 FEET; THENCE NORTH 46 DEGREES 3 MINUTES 14 SECONDS EAST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 43 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 200.00 FEET; THENCE NORTH 46 DEGREES 3 MINUTES 15 SECONDS EAST, A DISTANCE OF 390.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 687,679 SQUARE FEET OR 15.727 ACRES, MORE OR LESS.

LESS AND EXCEPT THAT PORTION CONVEYED TO KATHY JORDAN BY DEED FROM CHICAGO FOXFIRE APARTMENTS LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, DATED AUGUST 8, 1994 AND RECORDED OCTOBER 14, 1994 AS DOCUMENT NUMBER 94882063.

NOTE: ABOVE TRACT OF LAND IS ALSO COMMONLY KNOWN AS LOTS 1 THROUGH 13, INCLUSIVE, AND OUTLOT "A" IN HAMPTON PLACE PLAT OF PLANNED UNIT DEVELOPMENT IN THE EAST HALF OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Doc No: 2425 Ver: 1
Author: Jose Baez

TAX #s 02-02-204-010
02-02-400-063

ADDRESS: 2060 N. RAND RD., PALATINE