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Doc#: 0603708159 Fee: \$44.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/06/2006 01:45 PM Pg: 1 of 11

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] WENDI HOOD-MADSEN (847) 772-2000
B. SEND ACKNOWLEDGMENT TO: (Name and Address) FIRST MIDWEST BANK P.O. BOX 9003 GURNEE IL 60031

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 0021428052 12/23/2002 COOK COUNTY RECORDER OF DEEDS	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] [or recorded] in the REAL ESTATE RECORDS. <input type="checkbox"/>
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2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME NATIONAL PLAZA I, NATIONAL PLAZA II, AND NATIONAL PLAZA III			
OR 6b. INDIVIDUAL'S LAST NAME C/O MARC REALTY 223 W JACKSON BLVD CHICAGO IL 60606	FIRST NAME	MIDDLE NAME	SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME			
OR 7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID#, if any
				<input type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

SEE SCHEDULES I & II

SEE EXHIBIT A & B PIN#'S 07-13-102-001-0000, 07-13-103-001-0000
07-13-103-008-0000

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME FIRST MIDWEST BANK			
OR 9b. INDIVIDUAL'S LAST NAME 300 PARK BOULEVARD SUITE 400 ITASCA IL 60143	FIRST NAME	MIDDLE NAME	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

650001144-20413

54.50

UNOFFICIAL COPY**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] WENDI HOOD-MADSEN (847) 772-2000
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1a. INITIAL FINANCING STATEMENT FILE # **0021428052 12/23/2002 COOK COUNTY RECORDER OF DEEDS** 1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

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ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME NATIONAL PLAZA I, NATIONAL PLAZA II, AND NATIONAL PLAZA III	OR 6b. INDIVIDUAL'S LAST NAME C/O MARC REALTY 223 W JACKSON BLVD CHICAGO IL 60606		
FIRST NAME	MIDDLE NAME	SUFFIX	

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME	OR		
7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
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8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

SEE SCHEDULES I & II

**SEE EXHIBIT A & B PIN#'S 07-13-102-001-0000, 07-13-103-001-0000
07-13-103-008-0000**

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME FIRST MIDWEST BANK	OR		
9b. INDIVIDUAL'S LAST NAME 300 PARK BOULEVARD SUITE 400 ITASCA IL 60143	FIRST NAME	MIDDLE NAME	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

650001144-20413

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SCHEDULE I

Debtor: National Plaza I, an Illinois limited liability company,
National Plaza II, an Illinois limited liability company
and
National Plaza III, an Illinois limited liability
company,
c/o Marc Realty
223 West Jackson Boulevard
Chicago, Illinois 60606
Attn: Laurence Weiner

Property of Cook County Clerk's Office

ATTENTION FILING
OFFICER, PLEASE
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SCHEDULE II

NATIONAL PLAZA I, L.L.C. an Illinois limited liability company

By: Gerald L. Nudo
Gerald L. Nudo

Its: Manager

By: Laurence Weiner
Laurence Weiner

Its: Manager

NATIONAL PLAZA II, L.L.C., an Illinois limited liability company

By: Gerald L. Nudo
Gerald L. Nudo

Its: Manager

By: Laurence Weiner
Laurence Weiner

Its: Manager

NATIONAL PLAZA III, L.L.C, an Illinois limited liability company

By: Gerald L. Nudo
Gerald L. Nudo

Its: Manager

By: Laurence Weiner
Laurence Weiner

Its: Manager

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ACTING CLERK OF COURT
STAMP AND RETURN WITH UCC-1

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EXHIBIT "A"

LEGAL DESCRIPTION

National Plaza I Property

LOT 1 IN ANDERSON'S WOODFIELD PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 FOR INGRESS AND EGRESS, AS SET FORTH IN DECLARATION OF RIGHTS AND EASEMENTS DATED NOVEMBER 6, 1974 AND RECORDED NOVEMBER 18, 1974 AS DOCUMENT 22908182 OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH 24 FEET OF LOT 2, THE SOUTH 8 FEET OF LOT 4, THE NORTH 6 FEET AND THE SOUTH 14 FEET OF LOT 5 ALL IN ANDERSON'S WOODFIELD PARK, AFORESAID;

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 AS SET FORTH IN DECLARATION OF RIGHTS AND EASEMENTS AFORESAID TO PARK MOTOR VEHICLES UPON 64 CONTIGUOUS PARKING SPACES LOCATED ON THAT PART OF LOT 7 IN ANDERSON WOODFIELD PARK, AFORESAID, WITHIN 200 FEET OF THE SOUTH LINE OF SAID LOT 1, AND AN EASEMENT TO PASS OVER AND ACROSS DRIVES AND ROADWAYS EXISTING ON SAID LOT 7 FOR INGRESS AND EGRESS TO AND FROM SAID PARKING AREA, IN COOK COUNTY, ILLINOIS;

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 AS SET FORTH IN DECLARATION OF RIGHTS AND EASEMENTS AFORESAID TO PARK MOTOR VEHICLES UPON PARKING AREAS EXISTING FROM TIME TO TIME UPON LOT 2 IN ANDERSON'S WOODFIELD PARK, AFORESAID AND FOR RIGHT TO PASS OVER AND ACROSS DRIVES AND ROADWAYS EXISTING FROM TIME TO TIME ON SAID LOT 2 FOR INGRESS AND EGRESS TO SAID PARKING AREAS.

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National Plaza II Property

LOT 2 IN ANDERSON'S WOODFIELD PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON PLAT OF SUBDIVISION RECORDED OCTOBER 7, 1974 AS DOCUMENT 22869159, IN COOK COUNTY, ILLINOIS.

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 7 AS CREATED BY THAT CERTAIN DECLARATION OF RIGHTS AND EASEMENTS DATED NOVEMBER 6, 1974 AND RECORDED NOVEMBER 14, 1974 AS DOCUMENT 22908182.

National Plaza III Property

LOT 1 OF ANDERSON'S RESUBDIVISION OF LOT 7 IN ANDERSON'S WOODFIELD PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN ON THE PLAT OF RESUBDIVISION RECORDED AUGUST 15, 1977 AS DOCUMENT 24058478, IN COOK COUNTY, ILLINOIS.

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT FROM LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 4, 1974 AND KNOWN AS TRUST NUMBER 47268 TO LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1977 AND KNOWN AS TRUST NUMBER 52000 AND CONNECTICUT GENERAL LIFE INSURANCE COMPANY, A CONNECTICUT CORPORATION, DATED OCTOBER 28, 1977 AND RECORDED OCTOBER 31, 1977 AS DOCUMENT 24170478 FOR THE RIGHT TO CONNECT TO, USE, AND MAINTAIN THAT CERTAIN STORM SEWER LOCATED WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND: THE WEST 15 FEET OF LOT 2 OF ANDERSON'S RESUBDIVISION OF LOT 7 IN ANDERSON'S WOODFIELD PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS SHOWN ON PLAT OF RESUBDIVISION RECORDED AUGUST 15, 1977 AS DOCUMENT 24058478 FOR THE PURPOSE OF PROVIDING STORM WATER DRAINAGE FOR PARCEL 1.

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS (BUT NOT FOR PARKING), AS SET FORTH IN DECLARATION OF RIGHTS AND EASEMENTS DATED NOVEMBER 6, 1974 AND RECORDED NOVEMBER 14, 1974 AS DOCUMENT 22908182.

APPROVED AND
 FILED
 STATE OF ILLINOIS
 WITH UCC-1

UNOFFICIAL COPY**EXHIBIT "B"****COLLATERAL**

DEBTORS: NATIONAL PLAZA I, L.L.C., an Illinois limited liability company, NATIONAL PLAZA II, L.L.C., an Illinois limited liability company, and NATIONAL PLAZA III, L.L.C., an Illinois limited liability company

SECURED PARTY: FIRST MIDWEST BANK, N.A.

(a) All of each Debtor's fixtures, trade fixtures, business fixtures and other fixtures and facilities and equipment located in or on the premises legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate") now or hereafter attached or affixed to or used in or about the Real Estate or the buildings and other improvements now erected or hereafter to be erected on the Real Estate (collectively the "Improvements"); and the accessions and appurtenances thereto or renewals or replacements of or substitutions for any of the foregoing including all building materials and equipment now or hereafter delivered to the Real Estate and intended to be installed or incorporated therein and all apparatus, fixtures, equipment and articles which relate to the use, occupancy and enjoyment of the Real Estate;

(b) All of each Debtor's right, title and interest in and to all articles or parts now or hereafter affixed to the property described in the foregoing paragraph or used in connection with such property, any and all replacements for such property, and all other property of a similar type or used for similar purposes now or hereafter in or on the Real Estate;

(c) All of each Debtor's right, title and interest in all personal property used or to be used in connection with the operation of the Real Estate and located on the Real Estate;

(d) All of each Debtor's "general intangibles" (as defined in the UCC) now owned or hereafter acquired and related to the Real Estate, including, without limitation, all right, title and interest of the Debtor in and to: (i) all agreements, leases, licenses and contracts to which the Debtor is or may become a party relating to the Real Estate or Improvements in which a security interest has been granted pursuant to the Security Agreement; (ii) all obligations or indebtedness owing to the Debtor (other than Accounts) or other rights to receive payments of money from whatever source arising relating to the Real Estate; (iii) all tax refunds and tax refund claims; (iv) all Intellectual Property; and (v) all choses in action and causes of action;

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(e) All of each Debtor's "equipment" as relates to the Real Estate (as defined in the UCC) now owned or hereafter acquired, including, without limitation, all machinery, motor vehicles, trucks, trailers and all parts thereof and all other personal property (other than inventory) and all additions and accessions thereto and replacements therefor;

(f) All of each Debtor's "Accounts" (as defined in the UCC) now owned or hereafter created or acquired as relates to the Real Estate, including, without limitation, all of the following now owned or hereafter created or acquired by Debtor: (i) accounts receivable, contract rights, book debts, notes, drafts, and other obligations or indebtedness owing to the Debtor arising from the sale, lease or exchange of goods or other property and/or the performance of services, (ii) the Debtor's rights in, to and under all purchase orders for goods, services or other property, (iii) the Debtor's rights to any goods, services or other property represented by any of the foregoing, (iv) monies due to or to become due to the Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Debtor), (v) uncertified securities, and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing;

(g) All of each Debtor's "documents" (as defined in the UCC) or other receipts covering as relates to the Real Estate, evidencing or representing goods now owned or hereafter acquired, including, without limitation, all bills of lading, dock warrants, dock receipts, warehouse receipts and orders for the delivery of goods, and any other document which in the regular course of business or financing is treated as adequately evidencing that the person or entity in possession of it is entitled to receive, hold and dispose of the document and the goods it covers;

(h) All of each Debtor's "instruments", "chattel paper" or "letters of credit", "certificated" and "uncertificated securities" (each as defined in the UCC) and any replacements therefor as relates to the Real Estate and other writings which evidence a right to the payment of money and which are not themselves security agreements or leases and are of a type which in the ordinary course of business are transferred by delivery with any necessary endorsement or assignment, including, without limitation, all checks, drafts, notes, bonds, debentures, government securities, certificates of deposit, options and warrants in which the Debtor now has or hereafter acquires any rights;

(i) All deposit accounts of each Debtor related to the Real Estate maintained with any bank or financial institution other than the Secured Party;

ATTN: (B-2) [unclear]
 OFFICE [unclear]
 STAFF [unclear]
 W/ [unclear]

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(j) All depository accounts of each Debtor established by the Secured Party, all cash deposited therein from time to time and other monies and property of the Debtor in the possession or under the control of the Secured Party or any other lender or party, including deposits with public or private utility companies with respect to utility services furnished to the Real Estate;

(k) All of each Debtor's right, title and interest in the rents, issues, deposits, profits, revenues, leases and other use and occupancy agreements and all other income of any nature now due or which may become due or to which Debtor may now or hereafter become entitled to related to the Real Estate, whether heretofore or hereafter made or agreed to by any person or entity (including without limitation those rents, issues, deposits, profits, leases or other agreements assigned to Secured Party under the Mortgage and Security Agreement with Assignment of Rents assigned to Secured Party of even date creating the security interests hereby perfected or by the other "Loan Documents," as that term is defined in said Mortgage);

(l) All monies now or hereafter on deposit with each Debtor for the payment of security deposits to lessees under leases of the Real Estate;

(m) All awards or payments, including interest thereon, which may be made with respect to the Real Estate, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in value of the Real Estate;

(n) All funds, accounts, inventory, credit card receivables, instruments, documents, general and tangible, and notes or chattel paper arising from or by virtue of any transactions related to the Real Estate;

(o) All rights in and proceeds from present and future fire or hazard insurance policies covering improvements now or hereafter located on the Real Estate or described in the Mortgage thereon; together with all records and books of account now or hereafter maintained by Debtor, its successors and assigns in connection with the Real Estate or any business conducted thereon;

(p) All damages, royalties and revenue of every kind, nature and description whatsoever that any Debtor may be entitled to receive from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Real Estate, with the right in Secured Party to receive and receipt therefor and apply the same to the indebtedness secured hereby either before or after any default hereunder, and Secured Party may demand, sue for and recover any such payments but shall not be required to exercise such rights;

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(g) Any and all accounts, contract rights, chattel paper, sales contracts, insurance contracts, income, payments, profits and other rights to the payment of money, and all proceeds of all of the foregoing, whether now existing or hereafter arising from the sale, lease, or other disposition by any Debtor, their successors and assigns, of the Real Estate;

(r) Any and all "Equipment", "Inventory", "Accounts", "Contract Rights", "Chattel Paper", "General Intangibles", "Fixtures", "Documents" and "Instruments" as defined in the UCC owned by Debtor in connection with the Real Estate;

(s) All plans and specifications relating to the construction of improvements on the Real Estate and all unexpired claims, warranties, guaranties, indemnifications and sureties, if any, arising from or received in connection with the installation, construction, improvement, maintenance or equipment of or on the Real Estate or the Improvements thereon;

(t) All contracts, franchises, licenses and permits and other rights and privileges, now or hereafter existing, directly or indirectly related to, or connected with, the Real Estate or the Improvements thereon; and

(u) All proceeds from the sale, transfer, or pledge of any or all of the foregoing property.

For purposes of this Exhibit "B" to Financing Statement the following terms have the meanings set forth below:

"Proceeds" means all "proceeds" (as defined in the UCC) of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, any property described in this Exhibit "B", including, without limitation, all claims of any Debtor against third parties for loss of damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance with respect to any property described in this Exhibit "B", and any condemnation or requisition payments with respect to any property described in this Exhibit "B", in each case whether now existing or hereafter arising.

"UCC" means the Uniform Commercial Code as in effect on the date hereof in the State of Illinois, provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of a security interest in any property described in this Exhibit "B" or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect on or after the date hereof in any other jurisdiction, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating

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to such perfection or effect of perfection or non-perfection or availability of such remedy.

"Intellectual Property" shall mean collectively all of the following: Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses.

"Trademarks" means collectively all of the following now owned or hereafter created or acquired by any Debtor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

EWM1662.2
Revision - May 16, 1995

ATTN: (B-5)
OFFICE, ATTORNEY
STAMP AND RETURN
11/17/95

Cook County Clerk's Office