

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

CLAIM FOR LIEN  
IN THE OFFICE OF THE  
RECORDER OF DEEDS OF  
COOK COUNTY, ILLINOIS



Doc# 1725722023 Fee \$80.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/14/2017 11:14 AM PG: 1 OF 22

IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS

Mission Hills Homeowners Association )

v. )

Mission Hills Property, LLC )  
1677 Mission Hills Road )  
Northbrook, Illinois 60062 )

) Claim for lien  
) in the amount of  
) \$55,618.02, plus interest and  
) attorneys' fees, for costs of  
) security services and front  
) gate repair and replacement  
) as of September 1, 2017  
)

## CLAIM FOR LIEN

Claimant, Mission Hills Homeowners Association, hereby files its Claim for Lien against the property owned by Mission Hills Property, LLC and located at 1677 Mission Hills Road, Northbrook, Illinois 60062 (hereinafter referred to as the "Property") and states as follows:

The real estate legally described on Exhibit A hereto is subject to a Class Action Settlement Agreement dated January 5, 1984 (the "Agreement"), a copy of which is attached hereto as Exhibit B. Pursuant to the Agreement, Mission Hills Property, LLC is required to reimburse the Claimant for twelve percent (12%) of all security costs and front gate repair and replacement costs incurred by the Claimant for the benefit of the Property.

THIS INSTRUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:

Elizabeth A. Thompson  
Saul Ewing Arnstein & Lehr LLP  
161 N. Clark St. Suite 4200  
Chicago, Illinois 60601

COMMON ADDRESS:

1677 Mission Hills Road  
Northbrook, Illinois 60062

PIN: 04-18-200-042-0000

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Claimant has incurred security costs and front gate repair and replacement costs for the benefit of the Property and Mission Hills Property, LLC is required to pay the Claimant \$55,618.02, plus interest and attorneys' fees, in connection therewith pursuant to Section VII of the Agreement.

Section VII(D) of the Agreement provides that nonpayment of such amount shall result in a lien upon the Property equal to the delinquent amount which lien may be enforced by foreclosure upon the Property.

The delinquent amount due, unpaid and owing to Mission Hills Homeowners Association from Mission Hills Property, LLC as of September 1, 2017, after allowing all credits is \$55,618.02 plus interest and attorneys' fees.

Mission Hills Homeowners Association claims a lien on the Property in the amount of \$55,618.02, plus interest and attorneys' fees, as of September 1, 2017.

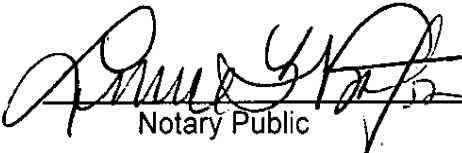
Mission Hills Homeowners Association

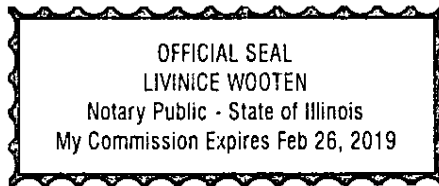
By:   
Its Attorney

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

I, Livnice Wooten, a Notary Public in and for said County in the State aforesaid, do hereby certify that Elizabeth A. Thompson, personally known to me to be the Attorney for Mission Hills Homeowners Association, appeared before me this day in person and acknowledged that as such Attorney she signed and delivered the above Claim for Lien as her free and voluntary act and as the free and voluntary act of Mission Hills Homeowners Association, for the uses and purposes therein set forth and pursuant to his authority as the Attorney of said Association.

Given under my hand and seal this 13<sup>th</sup> day of September, 2017

  
Notary Public



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## EXHIBIT A

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 18; THENCE EAST, 490 FEET TO THE POINT OF BEGINNING; THENCE EAST, 2110 FEET TO THE WEST LINE OF LOT 1 IN SECTION 18; THENCE SOUTH, 170 FEET; THENCE EASTERLY, 72.38 FEET; THENCE NORTHEASTERLY, 99.64 FEET; THENCE NORTHEASTERLY, 30.20 FEET; THENCE NORTHEASTERLY, 45.09 FEET; THENCE SOUTHEASTERLY, 96.44 FEET; THENCE SOUTHEASTERLY, 73.03 FEET; THENCE NORTHEASTERLY, 46.70 FEET; THENCE NORTHEASTERLY, 139.71 FEET; THENCE SOUTHEASTERLY, 115.79 FEET; THENCE SOUTHEASTERLY, 126.01 FEET; THENCE SOUTHEASTERLY, 109.07 FEET; THENCE NORTHEASTERLY, 26.98 FEET; THENCE NORTHEASTERLY, 185.43 FEET; THENCE NORTHEASTERLY, 562.61 FEET; THENCE NORTHEASTERLY, 118.25 FEET; THENCE NORTHEASTERLY, 411.32 FEET; THENCE SOUTHEASTERLY, 90.68 FEET; THENCE SOUTHEASTERLY, 131.63 FEET; THENCE NORTHWESTERLY, 90 FEET TO THE POINT OF BEGINNING.

Property of Cook County Clerk's Office

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## EXHIBIT B

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12/31/83 2531-8S

## CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between plaintiffs Richard Elkins, Edward C. Hosier, Doris Rubin, John A. Chamakos, Nicholas Thomas and Allen Guttenberg (collectively the "class plaintiffs"), on behalf of themselves and all others similarly situated ("the class") and Eugene R. Corley, individually and d/b/a Eugene R. Corley Builders, the Corley Companies, Inc., an Illinois corporation, Corley, Inc., an Illinois corporation, and Phoenix Mutual Life Insurance Co., a Connecticut corporation (collectively the "defendants").

### I. Definitions and Usages

For purpose of this Agreement, the following terms shall have the following meanings:

A. "Mission Hills" - a planned unit development commonly known as Mission Hills Country Club Village, located northeast of the intersection of Techny and Sanders Roads in Northfield Township, Cook County, Illinois, containing about 144 acres and consisting of among other things, 781 residential units in townhouse and apartment buildings, a country club consisting of a clubhouse, pool, tennis courts and golf course; an administration building; front gate and various common roads, walks and landscape areas.

B. "Development Property" - the horseshoe shaped parcel of approximately 57 acres dedicated to common residential ownership.

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C. "Retained Property" - the balance of Mission Hills other than the Development Property which generally surrounds the Development Property and consists largely of the golf course, clubhouse and adjacent parking lot, tennis courts, a swimming pool, an administrative building, and the roadway immediately adjoining the clubhouse. The Retained Property will remain the property of the Developers.

D. "Unit" - a condominium residence located in either an apartment or townhouse building.

E. "Condominium Associations" - Illinois not for profit corporations governing the buildings or group of buildings which, collectively comprise Mission Hills. There are 13 such condominium associations.

F. "Homeowners Association" - The Mission Hills Homeowners Association is an Illinois not for profit corporation which is, the master association consisting of all the unit owners. It is the title holder of and is responsible for the operation, maintenance and security of all common areas in the Development Property in Mission Hills.

G. The "Developers" - The defendants and any person, company or corporation affiliated with them which have provided management, maintenance or other services at Mission Hills.

H. "Declarations" - the recorded Declaration of Easements, Covenants and Restrictions which sets forth the general scheme pertaining to the development, administration and operation of Mission Hills.

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I. "Country club" and "Clubhouse" - The "Country Club" is that portion of Mission Hills designated as a golf and country club (all of the Retained Property except the parcel on which the administration building is located). The "Clubhouse" is the building located on the Retained Property and used as the clubhouse for the golf course. Both the Country Club and the Clubhouse will remain the property of the Developers after the completion of this Agreement.

II. Recitals.

A. Plaintiffs are intervenors in an action entitled Mission Hills Condominium Association M-1 v. Eugene Corley, et al., No. 82 C 0308 pending in the United States District Court for the Northern District of Illinois, before the Honorable William T. Hart ("the Court") (the "litigation"). The intervenors' amended complaint ("the complaint") alleges that the Developers violated Sections 1 and 2 of the Sherman Act, the Illinois Antitrust Act, the Illinois Condominium Property Act and the common law with regard to the sale of units, the governance and control of Mission Hills, the Homeowners Association and the Condominium Associations, the administration, management and maintenance of such associations and the buildings comprising the residential areas of Mission Hills, the allocation and payment of appropriate common expenses and other matters.

B. By order dated August 22, 1983, the Court granted plaintiffs' motion for leave to intervene in the litigation.

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C. The defendants deny all material allegations of the complaint and intend to raise certain affirmative defenses.

D. The defendants, without admitting liability, have agreed to enter into this Settlement Agreement to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation.

NOW THEREFORE, the undersigned agree that the claims of the class plaintiffs and the class as described in the complaint shall be settled and compromised under the terms and conditions contained in this Agreement, subject to approval of the Court.

### III. The Class Action

A. In connection with the class action, plaintiffs will move the Court for leave to amend the complaint: (i) to allege a class consisting only of Mission Hills unit owners holding legal title or the beneficial ownership to their units as of December 9, 1983, and (ii) adding allegations concerning the reformation and amendment of certain documents described below. The defendants consent to such filing. No further answer or response to such amended complaint is required of the defendants.

B. Simultaneously with amending the complaint, class plaintiffs will move for certification of the class described in paragraph III A. The defendants will consent to such request.

C. The class plaintiffs will also move at the same time for preliminary approval of this Agreement and for leave to send a notice (in the form shown in Exhibit A attached) to all class



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members by direct mail. The defendants will consent to such request.

D. Upon preliminary approval of this Agreement by the Court, plaintiffs will move for final approval and request hearing on the fairness and adequacy of the settlement on January 20, 1984, or such date as may be set by the Court.

IV. Payment and other terms of the Settlement.

A. Immediately following preliminary approval of this Agreement by the Court, defendants shall deposit in escrow with counsel for class plaintiffs the sum of \$70,000 to be used for the following purposes:

1. To defray the cost of giving notice to the class and any other administrative costs incurred in implementing the settlement, including recording charges for deeds and other documents to effectuate the settlement.

2. To pay plaintiffs' attorneys fees and costs in such amount as may be approved by the Court.

3. To pay the general fund of the Homeowners Association any balance remaining after the payments required under paragraphs IV. 1 and 2.

(B) The defendants shall have the right to withdraw from this Settlement Agreement within 3 business days after the hearing on final approval of this Settlement Agreement by delivering written notice to that effect to counsel for the class if all or any of the defendants believe, in their sole judgment, that the

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possibility of future litigation on the same or similar issues against defendants is not substantially precluded based on the number or composition of the objectors or those who request exclusion from members of the class. If the defendants so elect, then any unused portion after item number 1 above shall be returned.

## V. Homeowners Association

A. Defendants shall cause the current members of the Board of Directors of the Homeowners Association to tender their resignations and shall otherwise relinquish all control of the Homeowners Association to the newly constituted Board of Directors in accordance with this Agreement within 3 business days following final approval of this settlement by the Court.

B. Upon relinquishing control of the Homeowners Association, the defendants shall turn over to the new Board of Directors all the books, records and accounts of the Homeowners Association, and all the documents regarding location and specifications of sewer and water lines, swimming pools and all other improvements located within or serving the Development Property and all documents regarding responsibilities and operations of the Homeowners Association from its inception. Documents, the use of which may be required by both the Homeowners Association and the defendants, shall be reproduced at the defendants' expense and the originals lodged with the Homeowners Association.

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C. As long as the Developers continue to own, use or operate the Clubhouse, they shall make available to the Homeowners Association and the Condominium Associations meeting rooms at the Clubhouse for the annual meetings of each such association, at no cost, and at any reasonable times designated in advance by such association's representatives, provided such date does not conflict with any prior commitment at the Clubhouse.

D. The provisions in the declarations for each Condominium Association providing that the Homeowners Association Board of Directors will be composed of one member of the board of managers of each Condominium Association are inconsistent with the provisions in the Declarations and/or the current By-Laws of the Homeowners Association dealing with the election of a five person Board of Directors by all Unit owners and have caused confusion impairing the governance of the Homeowners Association. To resolve the inconsistencies and conflicts in the condominium documents, the parties agree that, subject to approval of the Court:

1. Paragraph 3.02 of By-Laws of the Homeowners Association (referred to as the "Corporation" in the amendments that follow) shall be reformed and amended to read:

3.02 Number, Tenure, Voting and Qualifications.

The number of directors of the Corporation shall be thirteen (13) unless this number is changed by the membership. The board of managers of each of the 13

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individual condominium associations in the Development Property shall designate its president or other representative from time to time who is a member of the board of managers of that association to be a director of the Corporation. For quorum and voting purposes, each director of the Corporation shall have the number of votes equal to the number of Units in his or her condominium association.

*By US*  
 2. Article 8 of the Articles of Incorporation of the Homeowners Association shall be reformed and amended to read the same as Section 3.02 of the By-Laws stated in paragraph 1 above.

3. Paragraph 5.02 of the Declarations, paragraph 2.02 of the By-Laws, and Article 6 of the Articles of Incorporation of the Corporation shall be amended to read in part as follows:

"Class B". With respect to all matters subject to a vote of Members, Class B Members shall be entitled to one vote for each Unit owned by the Class B Member.

4. The covenants, restrictions, rights and any other provision in the Declarations may continue to be amended as provided in paragraph 7.01 of the Declarations (regarding 2/3 vote of the Unit Owners).

5. Paragraph 2.03 of the By-Laws of the Homeowners Association is amended by deleting any reference to electing directors.

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6. Article 10 of the Articles of Incorporation of the Homeowners Association ~~is reformed, and amended to provide~~ that those Articles may be amended by 2/3 vote of the Members of the Homeowners Association.

7. Section 3.07 of the By-Laws of the Homeowners Association shall be amended to read as follows:

3.07 Vacancies. Any vacancy occurring in the Board of Directors shall be filled by the board of managers of the 13 individual condominium associations which shall designate from time to time its president or other representative who is a member of that board of managers.

VI. Management And Maintenance Agreements

Following final approval of this Agreement by the Court:

A. Each management and maintenance agreement between any of the Developers, or any of their affiliates, and the Homeowner's Association or any Condominium Association may be cancelled by the respective association, effective as of April 15, 1984, by giving written notice no later than March 1, 1984. Each such notice shall be delivered in person or be mailed by registered or certified mail, return receipt requested, at the Developers office in Mission Hills.

B. Each management and maintenance agreement between any of the Developers, or their affiliates, and the Homeowner's Association or any Condominium Association may be cancelled by the

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Developers or affiliate of the Developers, effective as of April 15, 1984, by giving written notice to the affected association no later than March 1, 1984. Any such notice shall be delivered in person to the President or the Secretary of the affected association or by mailing the same to him or her by registered or certified mail, return receipt requested, at his or her address as on file with the association.

C. The existing arrangement for snow removal for the winter of 1983-84 with the Homeowners Association shall expire by its own terms at the conclusion of the season on or around March 15, 1984.

D. The existing landscaping contract for the year 1984 between the Developers, or any of their affiliates, and the Homeowner's Association may be cancelled by the Homeowners Association by giving written notice no later than February 15, 1984. Any such notice shall be delivered in person or be mailed by registered or certified mail, return receipt requested, at the Developer's office at Mission Hills.

E. The cancellation of any agreement described above shall be without premium or penalty; and after cancellation no party shall have any further rights or obligations under any such agreement. The Developers and their affiliates may bid on any management, snow removal or landscaping contract that the Homeowner's Association or any Condominium Association may open for bidding.

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## VII. Main Gate Security Costs and Conveyance of Title

A. The Developers, and any subsequent purchasers or owners of the Clubhouse, shall pay to the Homeowners Association twelve percent (12%) of all security costs and expenses incurred by or on behalf of the Homeowners Association and twelve percent (12%) of all costs and expenses of repairing, maintaining and replacing the perimeter fence and front gate.

B. Such payments shall be made monthly in advance, based upon the budgeted amounts for such security, fence and gate charges, but the Homeowners Association shall furnish an annual accounting of the actual security, fence and gate costs and expenses incurred and the then owner of the Clubhouse shall pay 12% of the excess, if any, of such costs and expenses incurred over the amount paid; or if the Developers or their successor paid a greater amount than found due, the difference shall be credited against the next monthly payments due from the Developers or their successor.

C. The Developers or any subsequent owner or purchaser of the Clubhouse may open and construct a secondary entrance providing direct and exclusive access to the Country Club and Clubhouse at or about the location of a previous construction gate to the west of the Clubhouse, provided however, that all governmental requirements are met and that such entrance is secured in a manner comparable to and consistent with the security provided at the main gate. The obligation to pay 12% of security costs

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and expenses shall terminate only if and when such direct and exclusive entrance is provided to the Country Club and Clubhouse.

D. Within 30 days of final approval of this Agreement, the Developers shall deliver to the Homeowners Association a trustee's deed from the current title holder conveying good and marketable title to the Development Property (other than the Units and land under each of the residential buildings owned by the Unit owners in the Condominium Associations) and to the main gate, the guardhouse, and related facilities, and that portion of the horseshoe shaped road connecting the Development Property to Sanders Road on the west (the "Warranty Deed"), free and clear of any claims, encroachments, rights, liens or encumbrances except as may be approved by counsel for the class ("Permitted Exceptions"). The Warranty Deed shall contain provisions reserving to the Developers and all subsequent owners of the Clubhouse the right to use the main gate for ingress and egress to and from the Clubhouse and shall covenant to pay 12% of the security, fence and gate costs and expenses described in VII B above. Such covenant shall run with the land and shall provide that the nonpayment of such amount shall result in a lien upon the Retained Property equal to the delinquent amount (as may be modified by a subsequent award of an arbitrator in accordance with the provisions below) may be enforced by foreclosure as in the case of foreclosure of liens upon real estate. In the event of a good faith dispute by Developers, the Developers shall pay



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the uncontested portion of the 12% charge and shall simultaneously specify the nature of the dispute and request such documentation or explanation as may resolve or clarify the issue. If the parties are unable to resolve the controversy within 30 days after the Homeowners Association receives notice of such dispute, then the parties agree to submit the issue and be bound by the resolution by arbitration according to the rules of the American Arbitration Association. A single arbitrator may act and may assess interest, attorneys' fees and costs, and award such other relief, as the arbitrator may conclude is warranted by the facts and circumstances.

E. Simultaneously with the delivery of the Warranty Deed, Developers shall deliver to counsel for the class:

1. An owners' title insurance policy in the amount of \$5,000.00 or more for all of the Development Property and other property being conveyed, reflecting ownership free and clear of all liens, claims and encumbrances other than the Declarations and Permitted Exceptions;

2. A current ALTA survey of the property in favor of the Homeowners Association and the title company issuing the owner's title insurance policy,

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conforming to the legal description contained in the title policy and reflecting the location of each building, fence, structure, swimming pool and other improvements, roads and easements;

3. Copies of each easement and other document which appears as a title exception under the title policy;

4. "As built" drawings, if available, or blueprints and specifications if such "as built" are not available, of each road, driveway and sidewalk and of each building and swimming pool facilities in the Development Property;

5. Evidence satisfactory to counsel for the class that the Developers own the Retained Property subject to the Declarations, the obligation to pay 12% of the security, fence and gate costs and expenses described above, the right of refusal on the Annex, the obligation to repair and maintain the Retained Property (including the roadway), the right of the Homeowners Association to enter upon the Retained Property for the purpose of repairing or maintaining the fence around the perimeter of Mission Hills and the perpetual right of ingress and egress over the retained roadway in favor of the Unit owners and their guests and invitees.

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F. The Developers and all subsequent owners of the Country Club and Clubhouse shall have the obligation at all times to maintain and make necessary repairs and replacements to the Retained Property, including snow removal and lighting of the retained roadway adjacent to the Clubhouse.

G. Real estate brokers and their sales personnel, including those of the Developers and their affiliates, will be given access to Mission Hills in connection with the resale of any Units.

H. The Developers shall, contemporaneously with the entry of a final order approving this Agreement, grant to the Homeowners Association a right of first refusal with respect to the Administration building (the "Annex") in the form of Exhibit B attached. The right of first refusal shall take effect upon the receipt by any of the Developers of an offer to purchase the Annex or an offer to lease the Annex for a term (including option or renewal terms) of more than five years; provided, however, that such right of first refusal will not apply to transfers by and among the Developers and their affiliates, but any subsequent transfer shall continue to be subject to these rights of first refusal.

I. Entrance procedures and security at the front gate shall continue as they have in the past regarding Country Club members, condominium sales persons and prospects and delivery and service persons. The Developers or the then Clubhouse owner will

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pay for extra security personnel required or requested by them for special functions or activities at the Clubhouse or Country Club.

## VIII. Mutual Releases and Other Provisions.

A. Plaintiffs and defendants shall execute and deliver mutual releases upon final approval of this agreement with respect to all matters involved in this litigation.

B. Neither this settlement agreement, nor any document referred to in this Agreement nor the settlement contemplated is or may be construed as an admission by any defendant of any material fact, fault, wrongdoing or liability whatsoever.

C. All utilities used by or for the benefit of the country club or any of its facilities shall be separately metered and billed to the Developers or any subsequent owner or purchaser of the Clubhouse or Country Club.

## IX. Termination

A. In the event that the Court refuses to approve this Agreement or any material part of this Agreement, this entire Agreement shall become null and void unless the parties promptly agree to proceed with the Agreement as and if modified by the Court. In the event this Agreement becomes null and void for any reason, the settlement fund, less any distributions previously made for the purpose of giving notice or expenses incurred pursuant to authorization by the Court, shall be returned to the Defendants.

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## X. Miscellaneous Provisions.

A. This settlement agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, devisees, legal representatives, successors and assigns.

B. The construction and interpretation of this agreement shall be governed by the laws of the State of Illinois and the court may retain jurisdiction for purposes of enforcing the provisions of this Agreement.

C. Defendants and each of them have agreed to enter into this Settlement Agreement in order to put to rest all controversy and to avoid further expense and burdensome, protracted and costly litigation and the burden upon and interference with the defendants' ordinary business operation which would be caused by such litigation. Defendants do not acknowledge any fault or liability and have denied and continue to deny each and all the claims and contentions of wrongdoing alleged by plaintiffs. Neither this Settlement Agreement nor any document referred to in the Settlement Agreement is or may be construed as an admission by any defendant of any material fact, fault, wrongdoing or liability whatsoever.

D. Any notice required to be given by this Agreement shall be deemed given when delivered personally or when mailed, postage prepaid, as specified, or if not specified then to opposing counsel at the addresses designated below the signature of counsel.

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E. This agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same originals.

Dated: ~~December~~ JAN 5, 1984

Richard Bikins  
Edward C. Hoster  
John H. Chamakos  
Nicholas Thomas  
Allen Guttenberg

Eugene R. Corley  
The Corley Companies, Inc.  
Corley, Inc.  
Phoenix Mutual Life Insurance Co.

By: [Signature]  
Morrie Much

By: [Signature]  
John G. Campbell

[Signature]  
Lawrence H. Eiger  
Counsel for the Class  
Plaintiffs

[Signature]  
Russell M. Pelton  
Counsel for Defendants

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