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EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/24/2020 10:39 AM PG: 1 OF 1

AFTER RECORDING, RETURN TO:

TITLE SERVICES, INC.
610 E. ROOSEVELT ROAD
SUITE 201
WHEATON, IL 60187

(Above Space for Recorder's use only)

This document prepared by
~~and when recorded return to:~~
Michael Gaynor, Esq.
City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

CONSENT, ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

This Consent, Assignment, Assumption and Amendment Agreement (this "Amendment") is made and entered into as of the 19 day of June, 2020 (the "Effective Date") by and among the City of Chicago, Illinois (the "City"), acting by and through its Department of Housing ("DOH"), EdgeAlliance Inc., an Illinois not for profit corporation formerly known as Aidsicare, Inc. (referred to herein as "Assignor" or "Aidsicare"), and Heartland Property Holding Company LLC, an Illinois limited liability company ("Assignee").

RECITALS

WHEREAS, the City conveyed the real property described on Exhibit A hereto (the "Property") and other parcels of real property described on Exhibit B hereto (together with the

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Property, the "Campus") to Assignor pursuant to the ordinances, agreements for redevelopment of land and deeds identified on Exhibit C hereto and made a part hereof; and

WHEREAS, the City conveyed the Property, and certain other parcels of land, to Assignor pursuant to that certain Quitclaim Deed dated as of April 8, 2002 and recorded on April 15, 2002 as document no. 0020428244 (the "Property Conveyance Deed"), as amended by (i) the Amendment of Quitclaim Deed (Lots 20 and 38) dated as of January 1, 2004 and recorded January 7, 2004 as document no. 0400732216, and (ii) as amended by the Amendment of Conditions of Quitclaim Deed (Lot 24 and the West 62.5 Feet of Lots 29, 30, 32, 33 and 34) dated as of March 30, 2007 and recorded on March 30, 2007 as document no. 0708905148; and

WHEREAS, in connection with the Property Conveyance Deed, the Assignor and City entered into an Agreement for the Sale and Redevelopment of Land dated as of December 22, 2001 and recorded April 2, 2002 as document no. 0020374818 relating the Property and certain other parcels of land (the "Property Redevelopment Agreement"), as amended by (i) the Amendment to Agreement for the Sale and Redevelopment of Land (Lots 20 and 38) dated as of January 1, 2004 and recorded on January 7, 2002 as document no. 0400732215, and (ii) the Second Amendment to Agreement for the Sale and Redevelopment of Land (Lots 23, 24, 25, 26, 27 and 28 and the West 62.5 Feet of Lots 29, 30, 32, 33 and 34) dated as of March 30, 2007 and recorded on March 30, 2007 as document no. 0708905152; and

WHEREAS, the Assignor agreed to redevelop and improve the Property in accordance with the Property Redevelopment Agreement (the Property Conveyance Deed and Property Redevelopment Agreement collectively constitute the "City Documents"); and

WHEREAS, the Property was not developed as intended under the City Documents by Aidscore and/or its affiliates; and

WHEREAS, Assignee has requested that the City approve Assignee's purchase of the Property from Assignor and Assignee's assumption and amendment of the City Documents (the "Transfer") for future development, the details of which have yet to be determined; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to an ordinance adopted by the City Council of the City (the "City Council") on March 18, 2020 (the "2020 Ordinance"), the parties hereto agree as follows:

AGREEMENTS

1. Incorporation of Recitals. The foregoing recitals are incorporated into this Amendment by reference and constitute a material part hereof.
2. Consent. In accordance with the City Documents, and pursuant to the 2020 Ordinance, the City hereby grants its consent to the Transfer.

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3. Assignment of City Documents. Upon the Effective Date, Assignor assigns, transfers, sells and conveys to Assignee all of Assignor's responsibilities, duties, obligations and interest in, to and under the City Documents first accruing or arising as of the Effective Date and thereafter.

4. Assumption of City Documents. Upon the Effective Date, Assignee agrees to assume all of Assignor's responsibilities, duties, obligations and interest in, to and under the City Documents first accruing or arising as of the Effective Date and thereafter.

5. No Effect on Recording Priority. The parties agree that entering into this Amendment shall have no effect on the recording priority of the City Documents and that this Amendment shall relate back to the dates that the City Documents were originally recorded in the Recorder's Office.

6. Release. (a) The City releases Assignor from all of its obligations under the City Documents, provided, however, that Assignor is not released from (a) any liability pursuant to this Amendment, and (b) any liabilities or obligations under the City Documents first arising or accruing prior to the Effective Date. The City acknowledges and agrees that Assignee shall not be responsible for any existing non-compliant conditions or defaults of the City Documents, provided, however, that from and after the Effective Date, Assignee shall be responsible for correcting non-compliant Property conditions and ensuring, on a going forward basis, that the Property is in compliance with all laws and the City Documents.

7. Notice. From and after the Effective Date, any notice required to be delivered under the City Documents to the "Developer" or "Grantee" shall be delivered as follows:

If to Developer or Grantee:	Heartland Property Holding Company LLC c/o Heartland Housing, Inc. 208 S. LaSalle Street, Suite 1300 Chicago, Illinois 60604 Attention: Executive Director
With copies to:	Applegate & Thorne-Thomsen, P.C. 425 S. Financial Place, Suite 1900 Chicago, Illinois 60605 Attention: Bill Skalitzky

8. Amendment to Property Redevelopment Agreement: Wellness Center Lots. With respect to the Wellness Center Lots identified on Exhibit A attached hereto (the "Wellness Center Lots"), the Assignee's obligations under the Property Redevelopment Agreement are hereby modified as follows:

(a) All requirements or references in the Property Redevelopment Agreement concerning or relating to any of the following activities or obligations are hereby deleted and are rendered without further force and effect: (1) the development, construction and operation of a one-story Wellness Center for persons with HIV/AIDS on the Wellness Center Lots; (2) all

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references to a "Wellness Center" as the "Improvements" or "Project; (3) the financing of the Wellness Center from and including any of the following sources, the United States Department of Housing and Urban Development, the Federal Home Loan Bank, the Daniel Ruscitti Foundation, the Chicago Department of Public Health and the State of Illinois; (4) Architectural Drawings prepared by Environ, Inc; and (5) any schedule governing the commencement and completion of construction of the Project.

(b) The City and Assignee agree that notwithstanding any other provisions or requirements set forth in the Property Redevelopment Agreement, the Assignee's obligations to construct, develop, finance and operate any "Improvements" or "Project" on the Wellness Center Lots are hereby restated in their entirety as follows:

Assignee and its affiliates shall use and maintain the Wellness Center Lots as landscaped open space primarily for the use and enjoyment of the residents of the Campus until such time as Assignee or its affiliates undertake to further develop the Wellness Center Lots. At such time Assignee or its affiliates shall first propose a detailed scope, budget and schedule for any such future development acceptable to DOH. Assignee acknowledges that such development of the Wellness Center Property shall require further amendments to the City Documents, which in turn shall be subject to further City Council approval.

9. Amendment to Property Redevelopment Agreement: Multipurpose Lots. With respect to the Multipurpose Lots identified on Exhibit A attached hereto (the "Multipurpose Lots"), the Assignee's obligations under the Property Redevelopment Agreement are hereby modified as follows:

(a) All requirements or references in the Property Redevelopment Agreement concerning or relating to any of the following activities or obligations are hereby deleted and are rendered without further force and effect: (1) the development, construction and operation of a one-story Multi-purpose Center for persons with HIV/AIDS on the Multipurpose Lots; (2) all references to a "Multi-purpose Center" as the "Improvements" or "Project; (3) the financing of the Multi-purpose Center from and including any of the following sources, the United States Department of Housing and Urban Development, the Federal Home Loan Bank, the Daniel Ruscitti Foundation, the Chicago Department of Public Health and the State of Illinois; (4) Architectural Drawings prepared by Environ, Inc; and (5) any schedule governing the commencement and completion of construction of the Project.

(b) The City and Assignee agree that notwithstanding any other provisions or requirements set forth in the Property Redevelopment Agreement, the Assignee's obligations to construct, develop, finance and operate any "Improvements" or "Project" on the Multipurpose Lots are hereby restated in their entirety as follows:

Assignee and its affiliates shall use and maintain the Multipurpose Lots as landscaped open space primarily for the use and enjoyment of the residents of the Campus until such time as Assignee or its affiliates undertake to further

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develop the Multipurpose Lots. At such time Assignee or its affiliates shall first propose a detailed scope, budget and schedule for any such future development acceptable to DOH. Assignee acknowledges that such development of the Multipurpose Lots shall require further amendments to the City Documents, which in turn shall be subject to further City Council approval.

10. Amendment to Property Conveyance Deed: Wellness Center Lots and Multipurpose Lots. The Wellness Center Lots and Multipurpose Lots are subject to certain covenants and restrictions set forth in the Property Conveyance Deed. The following covenants and restrictions set forth in the Property Conveyance Deed are hereby amended and revised as follows:

(a) The first covenant, which states:

"First, Grantee shall commence construction of the Improvements within four months to the date of this Deed and shall complete the construction of the Improvements in accordance with the terms and condition of the Agreement within twelve months of the date of this Deed."

is hereby deleted. The schedule for constructing any City-approved improvements on (1) the Wellness Center Lots will be incorporated into any forthcoming amendment to the Property Redevelopment Agreement per Section 8(b) above, and (2) the Multipurpose Lots will be incorporated into any forthcoming amendment to the Property Redevelopment Agreement per Section 9(b) above.

(b) The second covenant, which states:

"Second, Grantee shall not engage in any financing or other transaction which creates a lien or encumbrance on the Property, except for the purpose of obtaining: (a) funds necessary to acquire the Property and construct the Improvements; or (b) funds necessary for architects, surveyors, appraisers, consultants or attorneys in connection with the Project"

is hereby amended to state:

"Second, Grantee shall not engage in any financing or other transaction which creates a lien or encumbrance on the Wellness Center Lots or Multipurpose Lots, as applicable, without the Grantor's prior written consent, except that the Grantor's prior written consent shall not be required for the purpose of obtaining (a) funds necessary to acquire the Wellness Center Lots or Multipurpose Lots, as applicable, and construct any Grantee-approved improvements thereon, or (b) funds necessary for architects, surveyors, appraisers, consultants or attorneys in connection with such Grantee-approved improvements on the Wellness Center Lots or Multipurpose Lots."

(c) With respect to the final paragraph of the QC Deed, which states as follows:

"In the event that prior to the issuance by Grantor of a Certificate of Completion, Grantee defaults in any manner described in Section 15.C.2 of the Agreement and does not cure or remedy the default within the time provided for in the

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Agreement, Grantor may re-enter and take possession of the Property and terminate the estate conveyed by this Deed, and such right, title and interest of Grantee in and to the Property shall revert to Grantor. Notwithstanding the foregoing, the re-vesting of title in Grantor shall be limited by, and shall not defeat or render invalid, any mortgage lien authorized by the Agreement. This right of reverter and re-entry shall terminate upon the issuance of a Certificate of Completion.”

the City and Assignee agree that (1) the term “Property” means the Wellness Center Lots and Multipurpose Lots (as the right of reverter with respect to any other property subject to the QC Deed has previously terminated pursuant to the Certificate of Completion recorded as document no. 1124129022), (2) the City will not exercise any right of reverter or re-entry relating to any default or event of default of Section 14.C.2 of the Redevelopment Agreement caused or committed by the Assignor, and (3) for so long as the Assignee maintains the Wellness Center Lots and Multipurpose Lots as landscaped open space in accordance with the requirements of Sections 8(b) and 9(b) above, the City will forbear exercising any right of reverter or re-entry, provided that such forbearance shall cease and terminate with respect to the Wellness Center Lots when the City and Assignee have entered into an amendment to the Redevelopment Agreement for the Wellness Center Lots in accordance with Section 8(b) above, and with respect to the Multipurpose Lots when the City and Assignee have entered into an amendment to the Redevelopment Agreement for the Multipurpose Lots in accordance with Section 9(b) above.

11. No Change in Defined Terms. All capitalized terms not otherwise defined herein, shall have the same meanings as set forth in the City Documents.

12. Other Terms in the City Documents Remain. Except as revised herein, all other provisions and terms of the City Documents shall remain unchanged.

13. Authority. Each of Assignor and Assignee represents and warrants to the other parties that this Amendment is duly authorized by all necessary corporate or limited liability company action and that the person executing this Amendment on behalf of such party is duly authorized to execute this Amendment on behalf of such party.

14. Recording and Filing. Assignor and Assignee shall cause this Amendment and all amendments and supplements hereto to be recorded and filed against the Property within one (1) business day of the date hereof in the conveyance and real property records of the county in which the Property is located. Assignee shall pay all fees and charges incurred in connection with any such recording. Upon recording, Assignee shall immediately transmit to the City an executed original of this Amendment showing the date and recording number of record.

15. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute a single agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the City, Assignor, and Assignee have executed this Consent, Assignment, Assumption and Amendment Agreement as of the date first written above.

CITY:

CITY OF CHICAGO, an Illinois municipal corporation, acting through its Department of Housing

By: Marisa Novara
Marisa Novara
Commissioner

ASSIGNOR:

EDGE ALLIANCE, INC., an Illinois not-for-profit corporation formerly known as AidsCare, Inc.

By: Paul Dillon
Name: Paul Dillon
Title: Chairman

ASSIGNEE

HEARTLAND PROPERTY HOLDING COMPANY LLC, an Illinois limited liability company

By: Heartland Housing, Inc., an Illinois not-for-profit corporation, its sole member

By: Michael Goldberg
Michael Goldberg
Executive Director

[Notarial jurat(s) on following page(s)]

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IN WITNESS WHEREOF, the City, Assignor, and Assignee have executed this Consent, Assignment, Assumption and Amendment Agreement as of the date first written above.

CITY:

CITY OF CHICAGO, an Illinois municipal corporation, acting through its Department of Housing

By: _____
Marisa Novara
Commissioner

ASSIGNOR:

EDGE ALLIANCE, INC., an Illinois not-for-profit corporation formerly known as AidsCare, Inc.

By: Paul Dillon
Name: Paul Dillon
Title: Chairman

ASSIGNEE

HEARTLAND PROPERTY HOLDING COMPANY LLC, an Illinois limited liability company

By: Heartland Housing, Inc., an Illinois not-for-profit corporation, its sole member

By: Michael Goldberg
Michael Goldberg
Executive Director

[Notarial jurat(s) on following page(s)]

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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 Marisa Novara, personally known to me to be the Commissioner of the Department of Housing of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner, she signed and delivered the said instrument pursuant to authority, as her free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of June, 2020.

Lynette Elias Wilson

 Notary Public

My Commission Expires

June 6, 2022

(SEAL)



[Notarial jurat(s) continued on following page(s)]

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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 Paul Dillon, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in his capacity as Chairman of Edge Alliance, Inc., an Illinois not-for-profit corporation formerly known as AidsCare, Inc. ("Assignor"), he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of the Assignor, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of June, 2020.



Notary Public

My Commission Expires

1-12-2021



(SEAL)

[Notarial jurat(s) continued on following page(s)]

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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 Michael Goldberg, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in his capacity as Executive Director, of Heartland Housing, Inc., an Illinois not-for-profit corporation, the sole member of Heartland Property Holding Company LLC, an Illinois limited liability company (the "Assignee"), he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of the Member on behalf of the Assignee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of June, 2020.



Notary Public

My Commission Expires

1-12-2021



(SEAL)

[Exhibit page(s) follow]

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EXHIBIT A - PROPERTY

Wellness Center Lots

LOTS 39, 42, 43, 44, 45 AND 46 IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE NORTHEAST ¼ OF THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

ADDRESS COMMONLY KNOWN AS: 1212-1230 S. Kedzie Avenue
Chicago, Illinois 60623

PERMANENT INDEX NUMBERS: 16-23-207-043-0000 (part of)

Multipurpose Lots

LOTS 29, 30, 32, 33 AND 34, EXCEPT FOR THE WEST 62.5 FEET OF EACH LOT, IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE NORTHEAST ¼ AND THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

ADDRESS COMMONLY KNOWN AS: 1242-1256 S. Kedzie Avenue
Chicago, Illinois 60623

PERMANENT INDEX NUMBERS: 16-23-207-040-0000 (part of)

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EXHIBIT B – OTHER CAMPUS PARCELS

Sawyer Gardens Lots

LOTS 11 THROUGH 16 IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE NORTHEAST ¼ OF THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

ADDRESS COMMONLY KNOWN AS: 1215 S. Sawyer Avenue
Chicago, Illinois 60623

PERMANENT INDEX NUMBER: 16-23-207-041-0000 (part of) ✓

Garden View Lots

LOTS 17, 18, 19, 20, 22 AND 23 IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS COMMONLY KNOWN AS: 1235 S. Sawyer Avenue
Chicago, Illinois 60623

PERMANENT INDEX NUMBERS: 16-23-207-042-0000 (part of) ✓

Phoenix House Lots

LOTS 23 THROUGH 28, BOTH INCLUSIVE, AND THE WEST 62.5 FEET OF LOTS 29, 30, 32, 33 AND 34 IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

ADDRESS COMMONLY KNOWN AS: 1251 S. Sawyer Avenue
Chicago, Illinois 60623

PERMANENT INDEX NUMBERS: 16-23-207-039-0000 (part of) ✓

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EXHIBIT C – ORDINANCES AND CITY DOCUMENTS (amendments in *italics*)

Ordinance Date	Agreement Recording Date	Agreement Recording Number	Deed Recording Date	Deed Recording Number
2/6/02 (Journal pgs. 79023-79049)	4/2/02 <i>1/7/04</i> <i>3/30/07</i>	0020374918 <i>0400732215</i> <i>0708905152</i>	4/15/02 <i>1/7/04</i> <i>3/30/07</i>	0020428244 <i>0400732216</i> <i>0708905148</i>
2/5/03 (Journal pgs. 103558-103584)	7/3/03 <i>1/7/04</i> <i>3/30/07</i>	0318407006 <i>0400732213</i> <i>0708905151</i>	8/19/03 <i>1/7/04</i> <i>3/30/07</i>	0323131089 <i>0400732214</i> <i>0708905149</i>
2/5/03 (Journal pgs. 103558-103584)	7/3/03 <i>1/7/04</i> <i>3/30/07</i>	0318407006 <i>0400732213</i> <i>0708905151</i>	2/25/04 <i>3/30/07</i>	0405603030 <i>0708905150</i>
2/6/02 (Journal pgs. 79023-79049)	04/2/02 <i>01/29/03</i>	0020374917 <i>0030135353</i>	04/15/02 <i>01/29/03</i> <i>01/06/04</i>	0020428245 <i>0030135354</i> <i>0400732212</i>