

# UNOFFICIAL COPY SCHEDULE D

85322827

INDEX #10-24-300-013/015

## NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

TRAK AUTO EAST CORPORATION..... (the Lessee) is about to execute a Lease (the Lease) with LASALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement, dated February 20, 1984, known as Trust No. 107664..... (the Lessor) of the Premises (the Premises) described in Schedule A attached hereto..... FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE..... (the Beneficiary) has caused to be recorded a Deed of Trust or mortgage on .... February, 28..... 19.85, as Instrument No. 27456210...., in Book....., Page....., official records of the County of ..COOK....., State of ..Illinois..... on said Premises of which it is the Beneficiary. Lessee and Beneficiary desire hereby to establish certain rights, safeguards, obligations and priorities with respect to their respective interest by means of the following Non-Disturbance, Attornment and Subordination Agreement.

NOW THEREFORE, the parties hereto covenant and agree as follows:

1. Provided the Lease is in full force and effect and there are no defaults thereunder, then:

(a) The right of possession of Lessee to the leased premises and the Lessee's rights arising out of the Lease shall not be affected or disturbed by the Beneficiary in the exercise or any of its rights under the Deed of Trust or the Note secured thereby.

(b) In the event the Beneficiary, or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Deed of Trust or under the law of ..Illinois....., the Lease shall not be terminated or affected by said foreclosure or sale resulting from any such proceeding, and the Beneficiary hereby covenants that any sale by it of the Premises pursuant to the exercise of any rights and remedies under the Deed of Trust, or otherwise, shall be made subject to the Lease and the rights of the Lessee thereunder; and the Lessee covenants and agrees to attorn to the Beneficiary or such person as its new Lessor, and the Lease shall continue in full force and effect as a direct lease between Lessee and Beneficiary, or such other person upon all the terms, covenants, conditions and agreements set forth in the Lease between Lessee and Lessor. However, in no event shall Beneficiary or such other person be:

- (i) Liable for act or omission of the Lessor;
- (ii) Bound by any payment of rent, additional rent, or advance rental made by the Lessee to the Lessor; or
- (iii) Bound by any amendment or modification of the Lease made without the written consent of the Beneficiary or its successors in interest.

Notwithstanding the foregoing, the rights and obligations of Lessee and the Beneficiary, respectively, upon such attornment shall, to the extent of the then remaining balance of the term of the Lease, including any renewals or extensions thereof, be the same as now set forth in the Lease and by this reference, the Lease is incorporated herein as a part of this agreement.

2. The Lease shall be subject and subordinate to the lien of the Deed of Trust or mortgage and to all the terms, conditions and provisions thereof, to all advances, made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, not inconsistent with Paragraph 1 of this agreement.

3. The foregoing provisions shall be self operative and effective without the execution of any further instruments on the part of either party hereto.

This agreement may not be modified other than by an agreement in writing signed by the parties hereto or by their respective successors in interest.

This agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

This agreement shall take effect upon its execution by all of the parties hereto, and upon the full execution of the Lease.

1 attached hereto as Exhibit A, B, C, and C-1.

85322827

# UNOFFICIAL COPY

COOK COUNTY CLERK'S OFFICE

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT...  
DATED 8/20/85 UNDER TRUST NO. 107664

This instrument is executed by LaSALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

FORM XX 0422

ATTACHED HERETO AND MADE A PART HEREIN

853228837  
8532288

*[Faint, mostly illegible text, likely the body of a trust agreement or deed. The text is mirrored and difficult to read due to the quality of the scan.]*

Property of Cook County Clerk's Office

853228837

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed  
this 20 day of August, 1982.

FIRST WISCONSIN NATIONAL BANK  
OF MILWAUKEE

#17.00

-85-322827

By John W. Feyzooler VP

By John J. Johnson VP

BENEFICIARY

Liner  
TRAK AUTO EAST CORPORATION

By [Signature]  
President

By [Signature]  
Secretary

LESSEE Liner  
LASALLE NATIONAL BANK, not personally  
but as Trustee under Trust Agreement  
dated February 20, 1984, known as  
Trust No. 107664

By [Signature]

By [Signature]

LESSOR

Property of Cook County Clerk's Office

85322827



UNOFFICIAL COPY

Faint, illegible text and markings, possibly a table or list, with some faint words like "PROPERTY" and "ROLL" visible.

1074

82-355851

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

notary01  
01/21/85

STATE OF WISCONSIN )  
COUNTY OF MILWAUKEE ) SS.

On this 20<sup>th</sup> day of August, 1985, before me, Darlene Dawn Balinski, a Notary Public in and for said county and state, personally appeared John W. Leupold and John J. Poehlmann known to me to be the Vice President and Vice President of First Wisconsin National Bank of Milwaukee, that executed the within instrument, known to me to be the persons who executed the within instruments, on behalf of the Association ~~corporation~~ herein named, and acknowledged to me that such ~~corporation~~ Association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Darlene Dawn Balinski  
Notary Public in and for said  
County and State

My Commission Expires June 7, 1987.

STATE OF )  
COUNTY OF )

SS.

On this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me to be \_\_\_\_\_ of the partners of the \_\_\_\_\_ partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said  
County and State

STATE OF Illinois )  
COUNTY OF Cook ) SS.

On this 6<sup>th</sup> day of November, 1985, before me, Kathy Pacana, a Notary Public in and for said county and state, personally appeared JOSEPH W. LANG and James A. Clark, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Kathy Pacana  
Notary Public in and for said  
County and State

85322827

# UNOFFICIAL COPY

REVISED  
1984

STATE OF ILLINOIS  
COUNTY OF COOK

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Clerk of Cook County

Property of Cook County Clerk's Office

100-100000

# UNOFFICIAL COPY 7

notary03/leasefile  
10/03/85

STATE OF MARYLAND                    }  
COUNTY OF PRINCE GEORGES}        SS.

On this 10<sup>th</sup> day of October, 1985, before me, LaVerne Origlio a Notary Public in and for said county and state, personally appeared Ben Kovalsky known to me to be the President and Ronald M. Hirschel known to me to be the Assistant Secretary of Trak Auto East Corporation, the corporation that executed the within instrument, known to me to be the persons who executed the within instruments, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in and for said  
County and State

MY COMMISSION EXPIRES JULY 1, 1986

Property of Cook County Clerk's Office

85322827

# UNOFFICIAL COPY

1003888  
of 1003888

STATE OF ILLINOIS  
COUNTY OF COOK

On this day of 1903, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires on \_\_\_\_\_ 1903.

Notary Public in and for the State of Illinois  
My Commission Expires \_\_\_\_\_ 1903

Property of Cook County Clerk's Office

1003888



# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION OF SHOPPING CENTER

#### PARCEL 1:

THAT PART OF LOT 2 IN GENERAL DYNAMICS-EVANSTON INDUSTRIAL PARK (RECORDED MAY 16, 1969 IN BOOK 791 ON PAGES 47 AND 48 AS DOCUMENT 20843500) IN THE SOUTH WEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTH WEST 1/4 OF SAID SECTION 24, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF SAID LOT 2; THENCE DUE WEST 622.56 FEET ON THE NORTH LINE OF SAID LOT 2 TO A POINT 14.02 FEET DUE EAST OF THE NORTH WEST CORNER OF SAID LOT 2; THENCE SOUTH 02 DEGREES 31 MINUTES 25 SECONDS WEST 655.0 FEET ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 28 MINUTES 35 SECONDS EAST AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT 2, A DISTANCE OF 255.0 FEET; THENCE NORTH 02 DEGREES 31 MINUTES 25 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID LOT 2, A DISTANCE OF 159.57 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 35 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 318.96 FEET, MORE OR LESS TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 2, SAID POINT BEING 887.96 FEET NORTHERLY OF THE SOUTH EAST CORNER OF SAID LOT 2, AS MEASURED ON SAID SOUTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTH 24 DEGREES 29 MINUTES 53 SECONDS WEST 887.96 FEET ON THE SOUTHEASTERLY LINE OF SAID LOT 2, TO THE SOUTH EAST CORNER OF SAID LOT 2; THENCE SOUTH 66 DEGREES 13 MINUTES 09 SECONDS WEST 200 FEET; THENCE SOUTH 24 DEGREES 26 MINUTES 47 SECONDS WEST 100 FEET; THENCE SOUTH 66 DEGREES 13 MINUTES 02 SECONDS WEST 41.65 FEET TO A POINT ON THE WEST LINE OF THE SOUTH WEST 1/4 OF SECTION 24; THENCE NORTH 02 DEGREES 28 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 24, 200 FEET TO THE SOUTH WEST CORNER OF SAID LOT 2; THENCE NORTH 02 DEGREES 28 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF LOT 2, 320.53 FEET; THENCE SOUTH 87 DEGREES 31 MINUTES 47 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 14.0 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 13 SECONDS EAST), 320.53 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

10-24-300-027-0000 JJ

THAT PART OF LOT 2 OF GENERAL DYNAMICS-EVANSTON INDUSTRIAL PARK OF PART OF THE SOUTH WEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1969 IN BOOK 791 ON PAGES 47 AND 48 AS DOCUMENT 20843500 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF THE SAID LOT 2, THENCE SOUTH 02 DEGREES 28 MINUTES 13 SECONDS WEST 975.0 FEET ON THE WEST LINE OF THE SAID LOT 2; THENCE SOUTH 87 DEGREES 31 MINUTES 47 SECONDS EAST 14.0 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 13 SECONDS EAST 975.60 FEET ON A LINE PARALLEL WITH THE WEST LINE OF THE SAID LOT 2 TO THE NORTH LINE OF THE SAID LOT 2; THENCE DUE WEST 14.02 FEET ON THE NORTH LINE OF THE SAID LOT 2 TO THE POINT OF BEGINNING AND ALL BEING SITUATED IN THE CITY OF EVANSTON, IN COOK COUNTY, ILLINOIS

10-24-300-013-0000 JJ

EXHIBIT A

85322827

Handwritten initials: *AKA*

# UNOFFICIAL COPY

EXHIBIT A

LOCAL BOARD OF SHOPPING CENTER

THE BOARD OF SHOPPING CENTER...  
LOCAL BOARD OF SHOPPING CENTER...  
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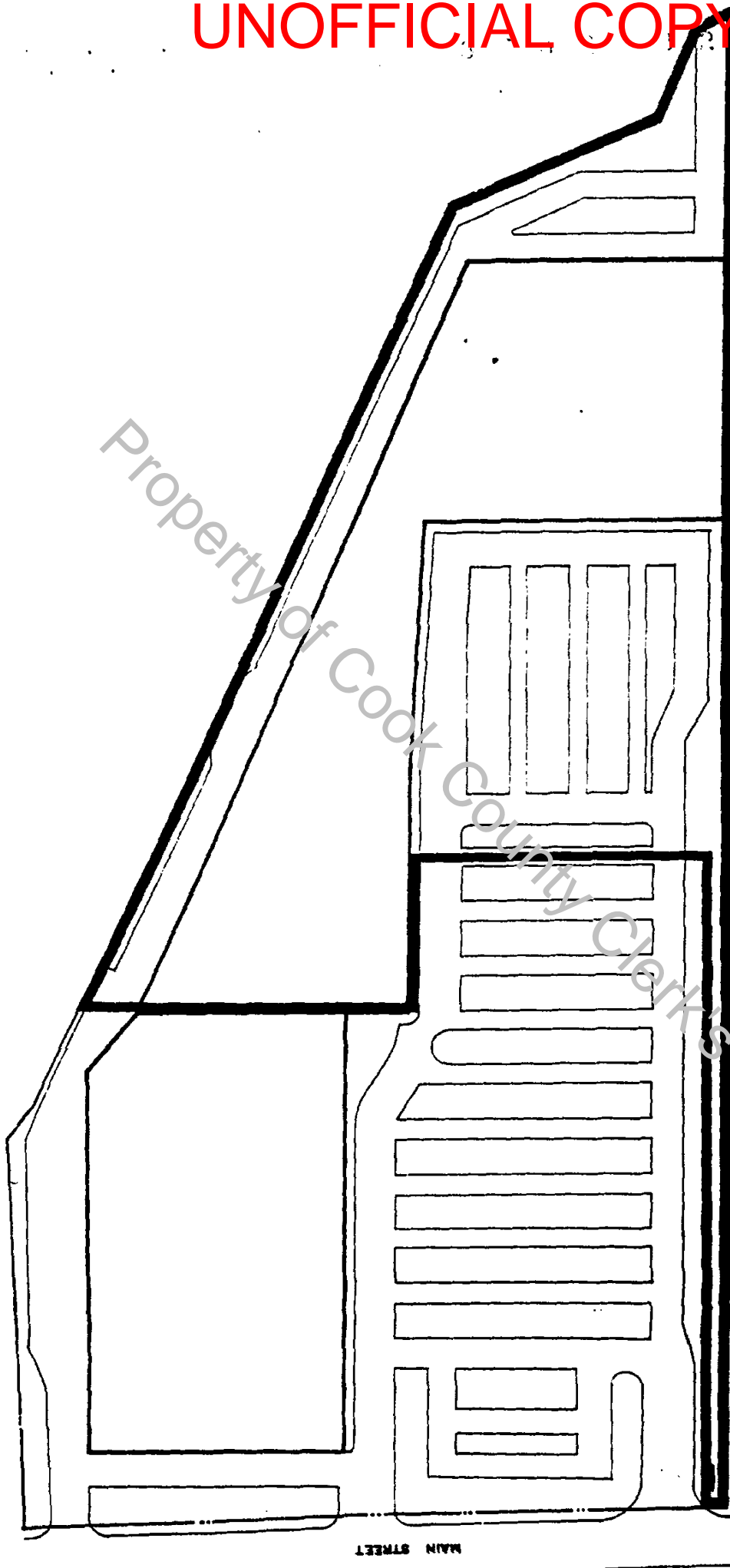
LOCAL BOARD OF SHOPPING CENTER

PROPERTY OF COOK COUNTY CLERK'S OFFICE

EXHIBIT A

UNOFFICIAL COPY

EXHIBIT B  
SITE PLAN



2282222222



LEGEND:  
SHOPPING CENTER

*Handwritten initials/signature*



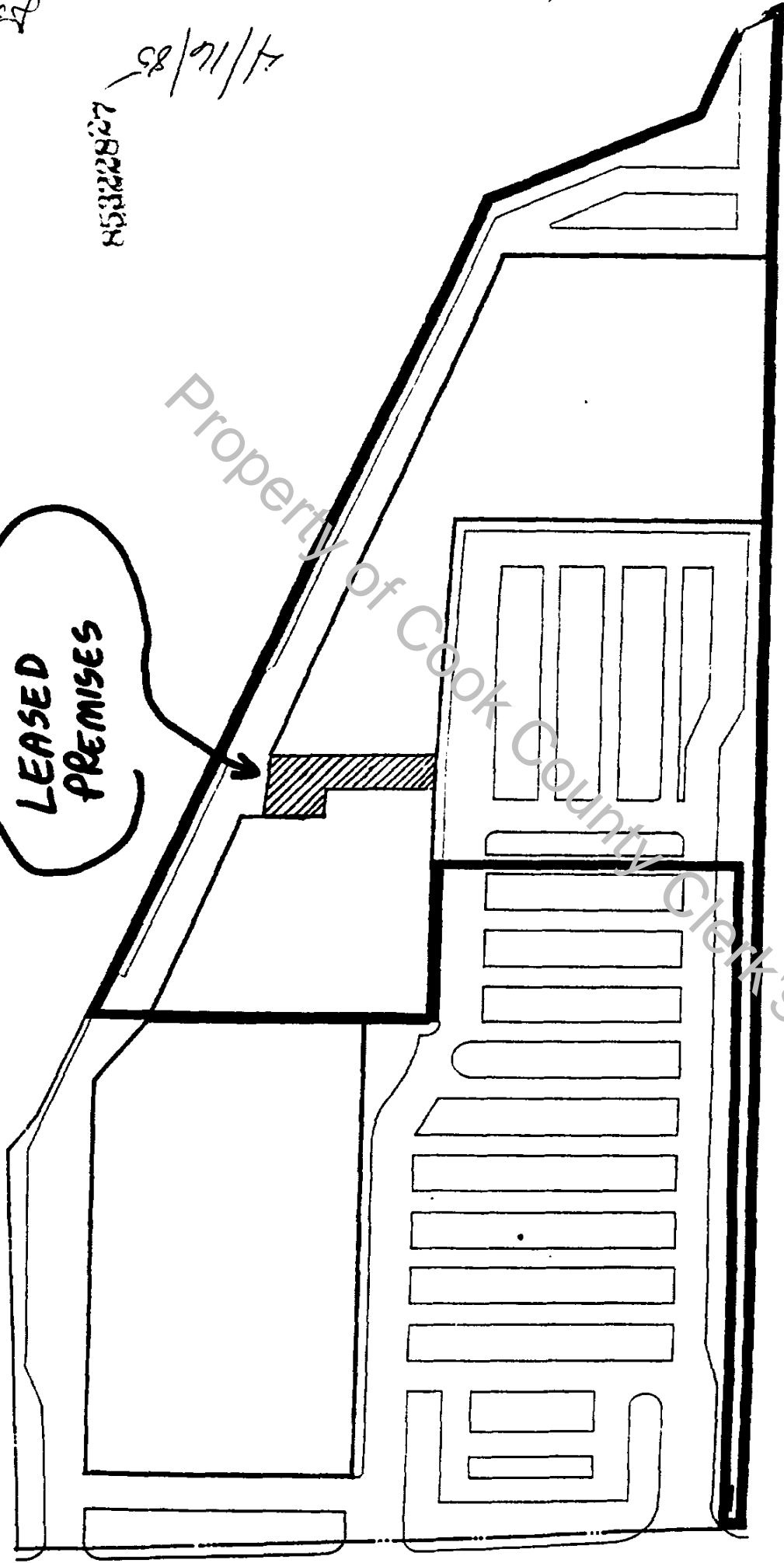
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PK  
2/27

85322827  
4/16/85

LEASED  
PREMISES

Property of Cook County Clerk's Office



MAIN STREET

EXHIBIT C  
PLAN OF LEASED PREMISES

LEGEND:  
SHOPPING CENTER



# UNOFFICIAL COPY

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EXHIBIT C

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135

10/10/2010

EXHIBIT C

Property of Cook County Clerk's Office

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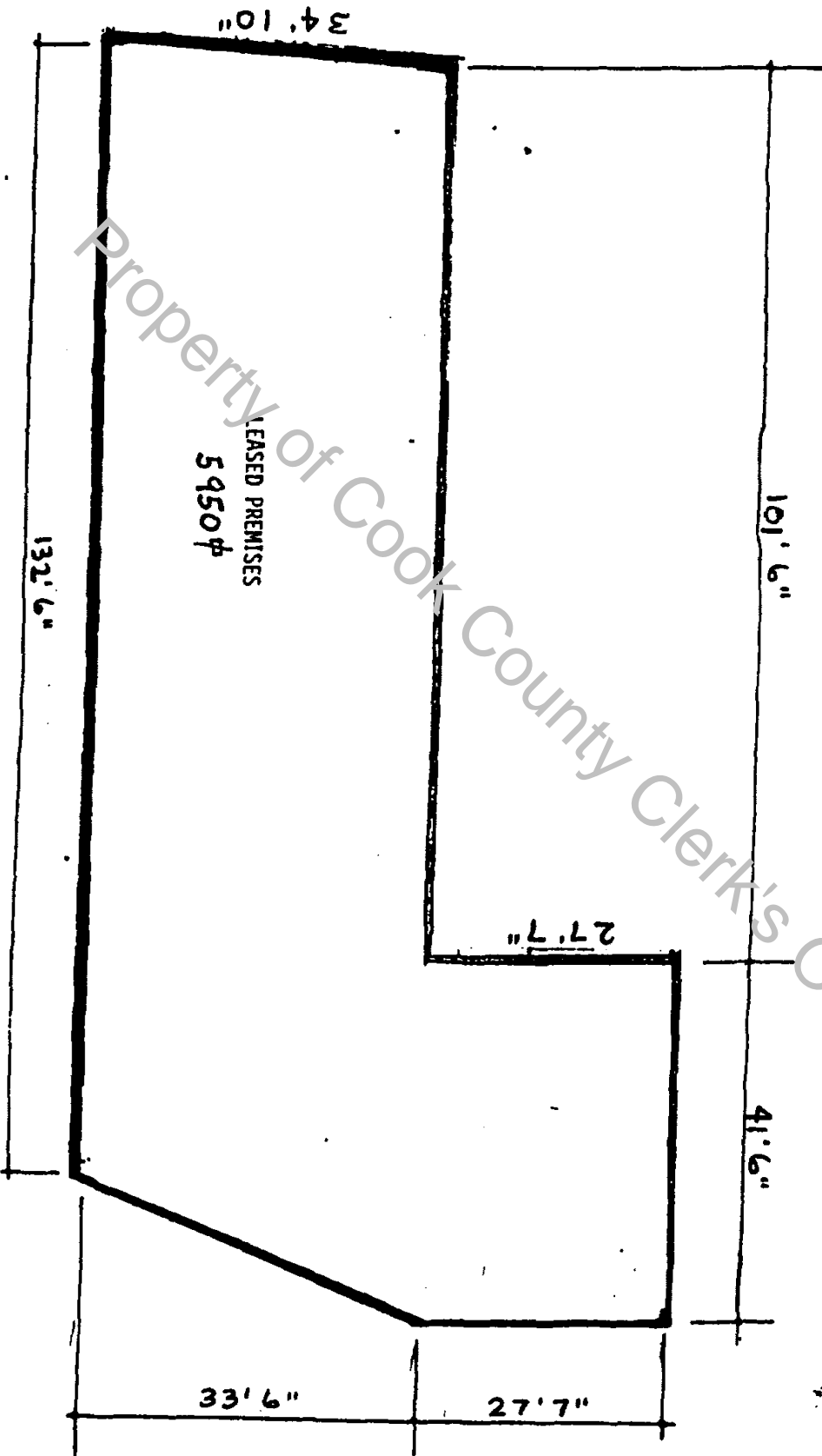
COOK COUNTY CLERK'S OFFICE  
PROPERTY



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EXHIBIT C-1

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85322827



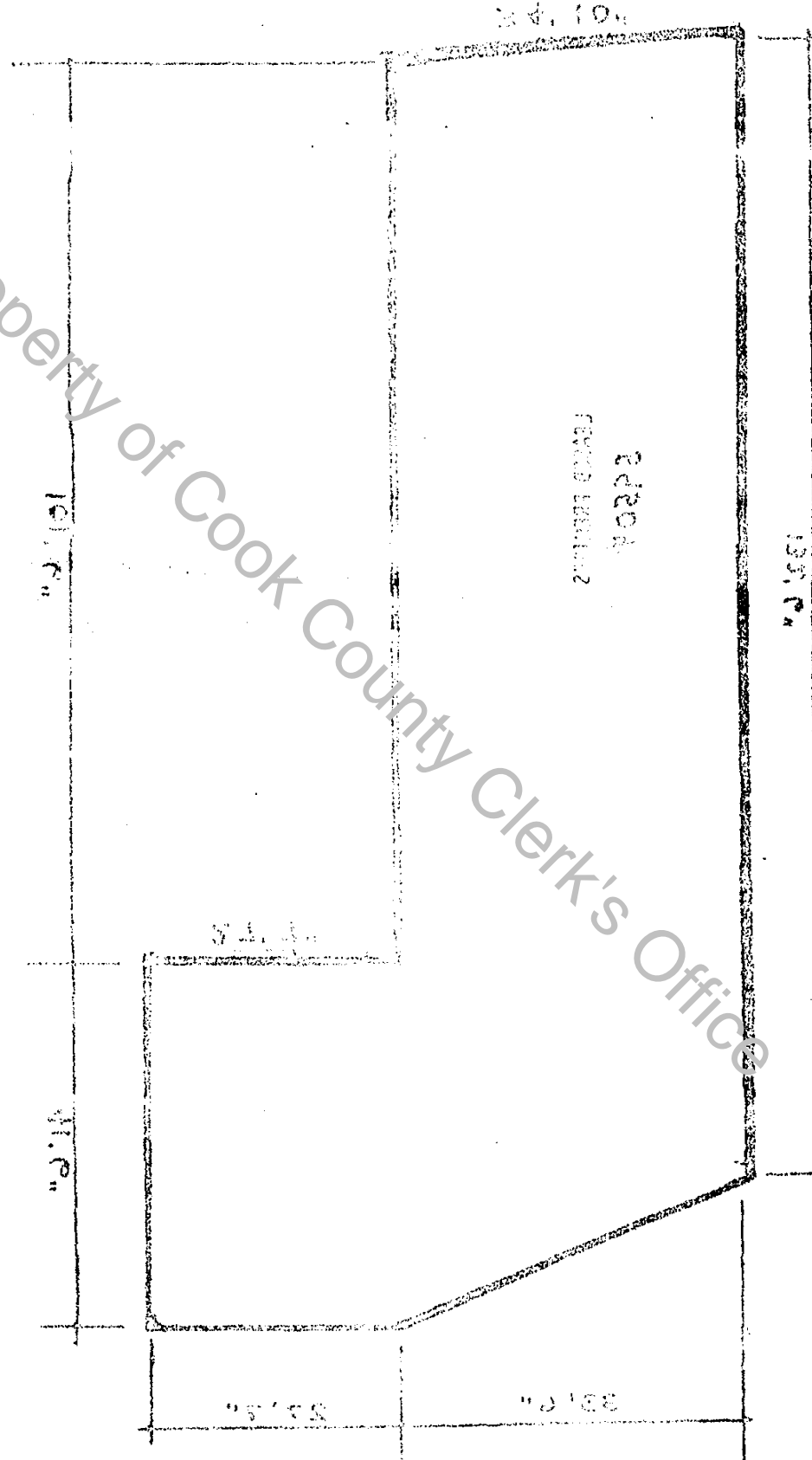
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

1-5-1983

1983

Property of Cook County Clerk's Office





MORTGAGE

MORTGAGE made November 18, 19 85, between Theodore S. Schuh Jr. and Armella C. Schuh, His wife

(herein, whether one or more, called "Mortgagor") and COLUMBIA NATIONAL BANK OF CHICAGO, a national banking association, having its principal office at 5250 North Harlem Avenue, Chicago, Illinois 60656 (herein called "Mortgagee").

WHEREAS, Mortgagor has executed and delivered to Mortgagee a note of even date herewith (the "Note") in the amount of ~~Six~~ Thousand Seven Hundred Nine Dollars and 32/100 DOLLARS (\$ 6,709.32), bearing interest at the rate specified in the Note, and payable as provided therein, with a final payment, or, if not payable in installments, then the only payment, due on December 6, 1988.

NOW, THEREFORE, to secure (a) the payment of all sums due or owing under the Note and all extensions and renewals thereof; (b) the payment of all other sums due or owing or required to be paid as herein provided; and (c) the performance of the covenants and agreements of Mortgagor herein and in the Note contained, Mortgagor hereby conveys and warrants to Mortgagee, its successors and assigns, the following described real estate located in the County of Cook, State of Illinois:

Lot 47 in Block 5 in Wilson's Resubdivision of Blocks 85, 86, 92, 93 and 94 in Norwood Park in Section 6 and 7, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number: 13-06-410-020  
Property Address: 5855 N. Navarre Avenue, Chicago, Cook County

which, together with the property hereinafter described, is called the "premises".

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, awnings, stoves, water heaters, built-in ovens, washers, dryers and disposal units. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, hereby releasing and waiving all rights of Mortgagor under and by virtue of the Homestead Exemption Laws of the State of Illinois in and to the premises hereby conveyed.

Mortgagor covenants and agrees

1. Mortgagor shall (a) keep the premises in good condition and repair, without waste; (b) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (c) complete within a reasonable time any building or buildings now or at any time in the process of erection upon the premises; (d) make no material alterations in the premises except as required by law or municipal ordinance; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) keep the premises free from liens of persons supplying labor or materials to the premises, and from all other liens, security interests, mortgages, charges or encumbrances, whether superior or subordinate to the lien hereof, except for the liens of this Mortgage, any prior mortgage of record in existence on the date hereof and current real estate taxes not yet due and payable; (g) pay promptly when due any indebtedness which may be secured by a lien, charge or encumbrance on the premises superior to or subordinate to the lien hereof, except with all of the terms, covenants and conditions contained in any instrument evidencing or securing such indebtedness; and upon request establish satisfactory evidence of the discharge of such prior or subordinate lien, charge or encumbrance to Mortgagee, and shall suffer no permanent change in the general nature of the occupancy of the premises.

2. Mortgagee shall pay or cause to be paid before any penalty attaches all taxes, assessments, water charges, sewer service charges and other similar charges which are assessed or levied against the premises, and shall, upon request, furnish to Mortgagee duplicate receipts therefor. If premises default hereunder, Mortgagee shall pay in full under protest, in the manner provided by law, any tax or assessment which Mortgagee may desire to contest.

3. Mortgagee shall keep all buildings and improvements now existing or hereafter erected on the premises insured against loss by fire, lightning and other causes within the terms of extended coverage of fire damage where Mortgagee is required by law to have its collateral so insured, and such other insurances as Mortgagee may require in such amounts and in such companies as may be satisfactory to Mortgagee. All insurances, policies and renewals hereunder shall be in form acceptable to Mortgagee, shall include a standard mortgage clause in favor of and with no payment to Mortgagee and shall be delivered to Mortgagee. Appropriate renewal policies shall be delivered to Mortgagee not less than 60 days prior to the expiration date of expiration. In case of loss covered by any such policies, Mortgagee shall give prompt notice thereof to the insurer and Mortgagee, and Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and in such case, Mortgagee covenants to sign upon demand all receipts, vouchers and releases required to be signed by the insurance companies. Mortgagee shall, upon request, apply all or any part of the insurance proceeds of any loss either to the reduction of the indebtedness secured hereby or to such other use in manner as Mortgagee may elect or to the restoration or repair of the premises. Any such application of proceeds to principal shall not extend or postpone the due date of the installments, if any, due under the Note or change the amount of such installments. If as provided in this Mortgage, the premises are acquired by Mortgagee, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from loss or damage to the premises prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

4. If the premises or any part thereof shall be taken by condemnation, eminent domain or other taking, or by agreement between Mortgagee, Mortgagee and those authorized to exercise such right, Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property so taken or for damages to any property not taken and all condemnation compensation so received shall be applied by Mortgagee as it may elect to the reduction of the indebtedness secured hereby or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness secured hereby shall be delivered to Mortgagor. Such application of condemnation compensation shall not extend or postpone the due dates of the installments, if any, due under the Note or change the amounts of such installments.

UNOFFICIAL COPY

MORTGAGE

MAIL TO

COLUMBIA NATIONAL BANK  
5250 N. HARLEM AVE.  
CHICAGO, ILLINOIS 50656

13<sup>00</sup> E

ADDRESS OF PROPERTY:

82822828

LOAN No.

Box

DO HEREBY CERTIFY THAT I, a Notary Public in and for said County in the State aforesaid, personally known to me to be of the partner of whose name subscribed to the foregoing instrument appears before me this day in person and acknowledged that signed and delivered the said instrument as free and voluntary act and as the GIVEN under my hand and Notarial Seal this day of 19 My Commission Expires:

STATE OF ILLINOIS } COUNTY OF SS. 13 DEC 29 11 28  
ACKNOWLEDGEMENT (Partnership) 85322828 A -- Rec 13.00

DO HEREBY CERTIFY THAT I, a Notary Public in and for said County in the State aforesaid, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this day of 19 My Commission Expires:

STATE OF ILLINOIS } COUNTY OF SS.  
ACKNOWLEDGEMENT (Corporation)

DO HEREBY CERTIFY THAT I, a Notary Public in and for said County in the State aforesaid, hereby certify that Vice President of an Assistant Secretary of said same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he as Trustee, as his own free and voluntary act and as the free and voluntary act of said custodian for the corporate seal of said for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this day of 19 My Commission Expires:

STATE OF ILLINOIS } COUNTY OF SS.  
ACKNOWLEDGEMENT (Trustee)

85-322828