

UNOFFICIAL COPY

THIS DOCUMENT IS BEING RE-RECORDED TO AMEND THE LEGAL DESCRIPTION IN EXHIBIT A.

Assignor will not enter into any lease now or hereafter affecting any portion of the premises without the prior written consent of the Secured Party. In the event Assignor enters into any such lease to which Secured Party has consented, Assignor will observe and perform all covenants, conditions and agreements in any such lease or in any assignment to Secured Party of any such lease on the part of the Assignor or the Landlord to be observed and performed thereunder. Assignor will not, without the prior written consent of the Secured Party, (a) accept any payment of rent or installments of rent (other than security deposits not to exceed the amount of one (1) month's rent) for more than one (1)

contained in the Loan Agreement (as defined in the Mortgage).

(c) the payment and performance by Assignor of all of the covenants, warranties, representations, terms and conditions evidenced by the Notes (the "Loan Documents"); and

(b) the payment and performance by Assignor of all of the covenants, warranties, representations, terms and conditions of

and

(ii) the payment and performance of all of the covenants, warranties, representations, terms and conditions of the Mortgage; being sometimes referred to together herein as the "Notes", and as may be advanced thereunder (said Project Note and Equity Note aggregate maximum principal amount of one million two hundred eighty-three thousand dollars (\$1,283,000) or such lesser amount be advanced thereunder, and the indebtedness now or hereafter evidenced by the Equity Note (as defined in the Mortgage) in the amount of fifteen million four hundred fifty thousand eight hundred fifty dollars (\$15,450,850), or such lesser amount as may be advanced thereunder, and the indebtedness now or hereafter evidenced by the Project Note (as defined in the Mortgage) in the aggregate maximum principal amount of fifteen million four hundred fifty thousand eight hundred fifty dollars (\$15,450,850), or such lesser amount as may be advanced thereunder, modified or supplemented, as the same may hereafter be amended, modified or supplemented, being herein called the "Mortgage", including without limitation, even date herewith from Assignor to Secured Party (said document, assignment of Rents and Security Agreement of certain Mortgage, assignment of Rents and Security Agreement of

(a) (i) the payment of the indebtedness secured by a

collateral security for:

being hereafter referred to as the "Premises", as additional located thereon; said real estate, buildings and improvements hereof, and the buildings and improvements now or hereafter exhibited attached hereto and by this reference made a part situated in the County of Cook, State of Illinois, described in (and under any extensions or renewals thereof) on the real estate and income whatsoever arising from or which may be had under any leases or tenancies now existing or which may be hereafter created assigns (the "Secured Party"), all of the rents, issues, profits and income whatsoever arising from or which may be had under any CHICAGO, a national banking association, its successors and over unto CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF 103932-05 ("Assignor") hereby sells, assigns, transfers and sets Trust Agreement dated November 4, 1987 and known as Trust No. AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under FOR VALUE RECEIVED, the undersigned, AMERICAN NATIONAL BANK

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT OF RENTS, LEASES
AND MANAGEMENT AGREEMENT

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12/24/87 - 1322/1289

70-61-80103

month in advance or (b) take any action or exercise any right or option which would permit the tenant under any lease of any part of the premises to cancel or terminate said lease. As used in this Assignment of Rents, Leases and Management Agreement (this "Assignment") the terms "lease" and "leases" shall include, without limitation, all agreements for the management, maintenance, or operation of any part of the premises.

It is agreed that the Assignor shall be entitled to collect and retain the rents, issues and profits of and from the premises or any part thereof until the occurrence of (a) an event of default under the Mortgage or the Loan Agreement, or (b) the occurrence of a default under the Note after the expiration of all grace or cure periods, or (c) there shall be a default in the performance or observance of any of the other covenants, warranties, representations, terms and conditions of any Loan document other than this Assignment which shall continue beyond any grace or cure period, or (d) there shall be a failure to perform or observe any covenant, warranty, term or condition hereof which shall continue for a period of thirty (30) days after notice to Assignor or, if such failure cannot with due diligence be cured within said period, if Assignor does not commence curing said failure within said thirty (30) day period or does not thereafter diligently pursue the curing thereof, and, in any event, such failure is not cured within sixty (60) days of said notice from secured party (each of the foregoing being deemed a "default" hereunder). In the event of such default, the Secured party shall be entitled forthwith without any notice whatsoever to the Assignor to take possession and control of the premises and shall have the sole and exclusive right and authority to manage and operate the same, to collect the rents, issues, profits and income therefrom, with full power to employ agents to manage the premises, and to do all acts relating to such management, including, but not limited to, negotiation of new leases thereon, making adjustments of existing leases, contracting and paying for such repairs and replacements to the buildings and features, equipment and personal property located therein and used in any way in the operation, use and occupancy of the premises as in the sole judgment and discretion of the Secured party may be necessary to maintain the same in a tenable condition, purchasing and paying for such additional furniture and equipment as in the sole judgment of the Secured party may be necessary to maintain a proper rental income from the premises, employing necessary maintenance employees, purchasing fuel, providing utilities and paying all other necessary expenses incurred in the operation of the premises, maintaining adequate insurance coverage over hazards customarily insured against and paying the premium therefor and applying the net rents, issues, profits and income so collected from the premises, after deducting the costs of collection thereof, which shall include a reasonable management fee for any management agent so employed, against the amount expended for repairs, upkeep, maintenance service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as it may be necessary or desirable to incur, in the sole discretion of the Secured party, in connection with the operation of the premises, and against interest, principal or other charges which have or which may become due, from time to time, under the terms of the Note, Mortgage, the Loan Agreement and Loan Documents (or any of them).

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In the event of a Default, the Assignor agrees to endorse and deliver to the Secured Party, all then existing leases covering the premises or any part thereof. Without limiting the provisions of the immediately preceding sentence, and whether or not the Assignor endorses and/or delivers said leases to the Secured Party, as aforesaid, this Assignment shall be deemed to be an assignment of all such leases to the Secured Party. The provisions hereof shall not limit the effect of any assignments of particular leases in fact given to Secured Party by Assignor.

The Assignor irrevocably directs that the lessees under the leases, upon demand and notice from the Secured Party of the Assignor's Default, pay said rents and other amounts due under the leases to the Secured Party without liability of said lessees for the determination of the actual existence of any default claimed by the Secured Party. The Assignor hereby authorizes the Secured Party to give notice in writing of this Assignment at any time to any lessee under the leases. The Assignor hereby irrevocably authorizes and directs said lessees, upon receipt of any notice from the Secured Party stating that a default exists and that payments are due under, or performance of certain obligations are required pursuant to any of the terms, covenants, or condition of the Loan Documents, to pay to the Secured Party the rents and other amounts due and to become due under the leases or to perform such obligations as requested by Secured Party.

It is further understood that this assignment shall not operate to place responsibility for the control, care, management or repair of the premises upon the Secured Party, nor for the performance of any of the terms and conditions of any leases assigned hereunder, nor shall it operate to make the Secured Party responsible or liable for any waste committed on the premises by the tenants or any other party or for any dangerous or defective condition of the premises or for any negligence in the management, upkeep, repair or control of the premises resulting in loss or injury to any tenant, invitee, licensee, employee or stranger.

The acceptance of this assignment and the collection of the rents hereby assigned in the event of a Default, as referred to above, shall be without prejudice to and shall not constitute a waiver on the part of the Secured Party of any of the Secured Party's rights or remedies under the terms and conditions of the Note, Mortgage, the Commitment or Loan Documents, at law or in equity, or otherwise.

Assignor hereby assigns to Secured Party (i) any award or other payment which Assignor may hereafter become entitled to receive with respect to a lease of any part of the premises as a result of or pursuant to any bankruptcy, insolvency, or reorganization or similar proceedings involving the tenant under such lease and (ii) any and all payments made by or on behalf of any tenant of any part of the premises in lieu of rent. Assignor hereby irrevocably appoints Secured Party as its attorney-in-fact to appear in any such proceedings and/or to collect any such award or payment, and Secured Party agrees that unless a Default exists hereunder, Secured Party will consult with Assignor in connection with the exercise of any such rights.

Secured Party may, at its option, notify any tenants or other parties of the existence of this Assignment.

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The remedies of the Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein, shall not be construed as a waiver of any of the other remedies of the Secured Party so long as any obligation under the Note, Mortgage, Loan Agreement or Loan Documents remains unsatisfied.

This assignment was executed and delivered in, and shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois.

All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Secured Party in, to and under this assignment and in and to the collateral security provided hereby shall pass to and may be exercised by any assignee thereof. The Assignor agrees that if the Secured Party gives notice to the Assignor of an assignment of said rights, upon such notice the liability of the Assignor to the assignee shall be immediate and absolute. The Assignor will not set up any claim against the original or any intervening Secured Party as a defense, counterclaim or setoff to any action brought by any such assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the collateral security provided hereby.

This assignment is executed by Assignor, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee, in its personal and individual capacity, hereby warrants that it as Trustee possesses full power and authority to execute to this instrument), and it is expressly understood and agreed by the Secured Party that nothing contained herein shall be construed as creating any liability on said Trustee in its individual capacity, all such liability, if any, being expressly waived.

IN WITNESS WHEREOF, Borrower has caused these presents to be signed by its duly authorized representatives as of the 16th day of November, 1987.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally,
but as trustee as aforesaid

By:

President

ATTEST:

Its: 11/16/87

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[illegible]

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BOX 333 - TH

Property of Cook County Clerk

Marcia W. Sullivan, Esq.
Katten Muchin & Zavis
525 West Monroe Street
Suite 1600
Chicago, Illinois 60606-3693

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:

My Commission Expires:

(S E A L)

Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
I, LORETTA M. SOVENSKE
COUNTY OF COOK)
SS.)
STATE OF ILLINOIS)
Secretary of AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, a national banking association and
personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such President
President and Secretary, respectively, appeared
before me this day in person and acknowledged that they signed and
delivered said instrument as their own free and voluntary act and
as the free and voluntary act of said bank, as trustee as
aforesaid, for the uses and purposes therein set forth; and said
Secretary then and there acknowledged that they did
affix the seal of said bank to said instrument as their own free and
voluntary act and as the free and voluntary act of said bank, as
trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this — day of
1987

DEC 1 1987

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2014/06/04

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TO THE HONORABLE CLERK OF THE COURT
IN AND FOR THE COUNTY OF COOK
STATE OF ILLINOIS
I, _____, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears of record in the office of the Clerk of the Court.
WITNESSETH my hand and seal of office this _____ day of _____, 2014.
CLERK OF THE COURT

UNOFFICIAL COPY

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869369

17-17-302-005

17-17-300-028

Print: 17-17-300-011 Thru and including

Property of Cook County

17-17-300-003-0000
17-17-300-004-0000
17-17-300-005-0000
17-17-300-006-0000
17-17-300-011-0000
17-17-300-012-0000
17-17-300-029-0000

17-17-300-003-0000

S. Ashland and W. Harrison
Chg 111

AREA: 25,059.18 S.F.

LOTS 17 THRU 25 AND THAT PART OF LOT 16 IN BLOCK 1 IN THE SUBDIVISION OF BLOCK 40, LYING WEST OF A LINE WHICH IS 216 FT. EAST OF AND PARALLEL TO THE WEST LINE OF SAID BLOCK 1 (EXCEPTING THE SOUTH 8 FT. OF SAID LOTS 16 THRU 25) ALL IN THE SAID SUBDIVISION OF BLOCK 40 OF CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE NORTH 10 FT. OF THE EAST 25 FT. OF THAT PART OF S. LAFLIN STREET AS VACATED BY ORDINANCE PASSED BY THE COUNCIL OF THE CITY OF CHICAGO ON JANUARY 23, 1985 AND RECORDED AS DOC. 27441966 LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF S. HARRISON STREET EXTENDED WEST, BEING THE NORTH LINE OF BLOCK 1 IN SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEES SUBDIVISION, AFORESAID.

THE EAST 10 FT. OF THE NORTH 93.42 FT. OF THAT PART OF S. LAFLIN STREET AS VACATED BY ORDINANCE PASSED BY THE COUNCIL OF THE CITY OF CHICAGO ON JANUARY 23, 1985 AND RECORDED AS DOC. 27441966 LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF S. HARRISON STREET EXTENDED WEST, BEING THE NORTH LINE OF BLOCK 1 IN SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEES SUBDIVISION, AFORESAID.

ALL THAT PART OF W. HARRISON STREET AS VACATED BY ORDINANCE PASSED BY THE COUNCIL OF THE CITY OF CHICAGO ON JANUARY 23, 1985 AND RECORDED AS DOC. 27441966 LYING NORTH OF AND ADJOINING THE NORTH LINE, AND THE NORTH LINE EXTENDED WEST 10 FT., OF BLOCK 1 IN THE SUBDIVISION OF BLOCK 40 AND LYING WEST OF A LINE WHICH IS 216 FT. EAST OF AND PARALLEL TO THE WEST LINE, EXTENDED NORTH, OF SAID BLOCK 1 IN THE SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEES SUBDIVISION, AFORESAID.

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11/10/2018

11/10/2018

WHEREAS, THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, HAS RESOLVED TO

APPROVE THE PROPOSED CHARTER OF THE COOK COUNTY BOARD OF SUPERVISORS, AS AMENDED, AND TO

APPROVE THE PROPOSED CHARTER OF THE COOK COUNTY BOARD OF SUPERVISORS, AS AMENDED, AND TO

APPROVE THE PROPOSED CHARTER OF THE COOK COUNTY BOARD OF SUPERVISORS, AS AMENDED, AND TO

APPROVE THE PROPOSED CHARTER OF THE COOK COUNTY BOARD OF SUPERVISORS, AS AMENDED, AND TO

24309978

TOTAL AREA = 144,223.0 S.F.

THE WEST 10 FT. OF THE SOUTH 93.42 FT. OF THE NORTH 103.42 FT. OF THAT PART OF S. LAFLIN STREET AS VACATED BY THE COUNCIL OF THE CITY OF CHICAGO ON JANUARY 23, 1985 AS DOC. 27441966 LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF W. HARRISON STREET EXTENDED EAST, BEING THE NORTH LINE OF BLOCK 41 OF CANAL TRUSTEES SUBDIVISION, AFORESAID.

THE NORTH 10 FT. OF THE WEST 25 FT. OF THAT PART OF S. LAFLIN STREET AS VACATED BY ORDINANCE PASSED BY THE COUNCIL OF THE CITY OF CHICAGO ON JANUARY 23, 1985 AND RECORDED AS DOC. 27441966 LYING SOUTH OF AND ADJOINING THE ORIGINAL SOUTH LINE OF W. HARRISON STREET EXTENDED EAST, BEING THE NORTH LINE OF BLOCK 41 IN THE CANAL TRUSTEES SUBDIVISION, AFORESAID.

ALL THAT PART OF W. HARRISON STREET AS VACATED BY ORDINANCE PASSED BY THE COUNCIL OF THE CITY OF CHICAGO ON JANUARY 23, 1985 AND RECORDED AS DOC. 27441966 LYING NORTH OF AND ADJOINING THE NORTH LINE, AND THE NORTH LINE EXTENDED EAST 10 FT., OF BLOCK 41 IN CANAL TRUSTEES SUBDIVISION, AFORESAID, AND LYING EAST OF AND ADJOINING THE EAST LINE EXTENDED NORTH, OF THE WEST 5 FT. OF LOT 1 IN THE SUBDIVISION OF LOTS 13 AND 14 IN LAFLIN & LOOMIS' RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 41 IN CANAL TRUSTEES SUBDIVISION, AS AFORESAID.

ALL OF THE ALLEYS IN THE NORTH 1/2 OF BLOCK 41 AS VACATED BY ORDINANCE PASSED BY THE COUNCIL OF THE CITY OF CHICAGO ON JANUARY 23, 1985 LYING EAST OF THE WEST LINES OF LOTS 16 AND 37, EXTENDED, IN LAFLIN & LOOMIS' RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 41 IN CANAL TRUSTEES SUBDIVISION, AFORESAID.

LOTS 1, 2, 3, 4 AND 5 TOGETHER WITH THE 4 FT. PRIVATE ALLEY SOUTH OF AND ADJOINING LOTS 1, 2 AND 3, ALL IN THE SUBDIVISION OF LOTS 1 AND 2 IN LAFLIN & LOOMIS' RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 41 IN CANAL TRUSTEES SUBDIVISION, AFORESAID.

LOTS 1, 2 AND 3 EXCEPT THE NORTH 140 FT. OF LOTS 2 AND 3 AND EXCEPT THE NORTH 140 FT. OF THE WEST 5 FT. OF LOT 1, ALSO EXCEPT THE SOUTH 83.67 FT. OF THE NORTH 98.67 FT. OF SAID LOT 1 LYING EAST OF THE WEST 5 FT. THEREOF) IN THE SUBDIVISION OF LOTS 13 AND 14 IN LAFLIN & LOOMIS' RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 41 IN CANAL TRUSTEES SUBDIVISION, AFORESAID.

LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15 AND 16 (EXCEPT THE NORTH 140 FT. OF SAID LOTS 15 AND 16, ALSO EXCEPT THE FOLLOWING: THE SOUTH 88.42 FT. OF THE NORTH 103.42 FT. OF THE WEST 8.675 FT. OF LOT 10; THE SOUTH 4.75 FT. OF THE NORTH 98.67 FT. OF LOTS 11 AND 12) AND LOTS 37 TO 56, BOTH INCLUSIVE, IN LAFLIN & LOOMIS' RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 41 OF CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Legal Description

EXHIBIT A

8 7 6 0 3 4 7

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1885

88193697

DEPT-01 RECORDING
 17-17-300-012 17-17-302-005
 17-17-302-006 17-17-302-007
 17-17-302-008 17-17-302-012
 17-17-302-034

17-17-300-012
 17-17-302-005
 17-17-302-006
 17-17-302-007
 17-17-302-008
 17-17-302-012
 17-17-302-034

PIN #:

AREA = 39,501.22 S.F.

LOTS 1 THRU 16 AND THAT PART OF LOT 16 IN BLOCK 1 IN THE SUBDIVISION OF BLOCK 40, LYING EAST OF A LINE WHICH IS 216 FT. EAST OF AND PARALLEL TO THE WEST LINE OF SAID BLOCK 1 (EXCEPTING THE SOUTH 8 FT. OF SAID LOTS 1 THRU 16) ALL IN THE SAID SUBDIVISION OF BLOCK 40 OF CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALL THAT PART OF W. HARRISON STREET AS VACATED BY ORDINANCE PASSED BY THE COUNCIL OF THE CITY OF CHICAGO ON JANUARY 23, 1985 AND RECORDED AS DOC. 27441966 LYING NORTH OF AND ADJOINING THE NORTH LINE OF BLOCK 1 AND EAST OF A LINE WHICH IS 216 FT. EAST OF AND PARALLEL TO THE WEST LINE, EXTENDED NORTH, OF BLOCK 1 IN THE SUBDIVISION OF BLOCK 40 OF CANAL TRUSTEES SUBDIVISION, AFORESAID.

AREA = 5993.7 S.F.

THE SOUTH 88.42 FT. OF THE NORTH 103.42 FT. OF THE WEST 8.675 FT. OF LOT 10; THE SOUTH 4.75 FT. OF THE NORTH 103.42 FT. OF THE EAST 8.325 FT. OF LOT 11; THE SOUTH 83.67 FT. OF THE NORTH 98.67 FT. OF LOTS 11 AND 12, ALL IN LAFLIN & LOOMIS' RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 41 OF CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE SOUTH 83.67 FT. OF THE NORTH 98.67 FT. OF THAT PART OF LOT 1 LYING EAST OF THE WEST 5 FT. THEREOF IN THE SUBDIVISION OF LOTS 13 AND 14 IN LAFLIN & LOOMIS' RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 41 IN CANAL TRUSTEES SUBDIVISION, AFORESAID.

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STATE OF ILLINOIS
COUNTY OF COOK
IN SENATE
JANUARY 11, 1935

WEEK - 30' 201' 35 2' 1'

BEFORE ME, the undersigned authority, on this day 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.

Given under my hand and seal of office this _____ day of _____, 1935.

WEEK - 2023' 2' 1'

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 1935.

Clerk of Cook County