

AMENDMENT TO THE CONTRACT FOR THE  
SALE OF LAND AND REDEVELOPMENT  
PARCEL I-4, PROJECT CHICAGO-ORLEANS

This FIRST AMENDMENT to the Contract for the Sale of Land and Redevelopment ("Amendment"), is made this 19th day of June, 1989, by and between the CITY OF CHICAGO, an Illinois municipal corporation ("City"), having its principal office at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and MOODY BIBLE INSTITUTE OF CHICAGO, an Illinois not for profit corporation ("Purchaser") located at 820 North LaSalle Street, Chicago, Illinois 60610.

RECITALS

WHEREAS, the City and Purchaser executed that certain Contract for the Sale of Land and Redevelopment in January of 1983 ("Contract") affecting certain real property legally described on Exhibit A attached hereto and made a part hereof ("Property"); and

WHEREAS, the Property is located within the Chicago-Orleans Redevelopment Area ("Project Area") and is commonly referred to as Parcel I-4; and

WHEREAS, pursuant to the terms of the Contract, the Property was conveyed to Purchaser by the City in two phases occurring on September 23, 1983 and July 5, 1985; and

WHEREAS, in accordance with the terms of the Contract, Purchaser has constructed an outdoor athletic field on the Property; and

WHEREAS, Purchaser has requested the permission of the City to redevelop the Property from the present outdoor athletic field to the construction of a sports complex building containing a gymnasium, swimming pool and supporting facilities (hereinafter, the "Improvement"); and

WHEREAS, the Board of the Department of Urban Renewal of the City, by resolution 86-DUR-85, has approved Purchaser's plans to construct the Improvement on the Property; and

WHEREAS, Purchaser agrees that the construction of the Improvement shall be in conformity with the Redevelopment Plan for Project Chicago-Orleans, as amended ("Redevelopment Plan") for said Project Area;

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them hereby covenant and agree with the other as follows:

SECTION 1. INCORPORATION OF RECITALS.

The recitations set forth above constitute an integral part of the Amendment and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

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Purchaser agrees for itself, its successors and assigns, that Purchaser shall promptly begin and diligently complete the improvement within the time period specified herein. It is intended and agreed that these agreements and covenants shall be covenants running with the land, binding for the benefit of the community and the City, and enforceable by the City against Purchaser, its successors and assigns to or of the Property or any part thereof or any interest therein.

The construction of the improvement shall be commenced by Purchaser within twelve (12) months after the date of the execution date of the Amendment by the parties, and except as otherwise provide for in the Amendment, shall be completed by March 22, 1992.

SECTION 5. COMMENCEMENT AND COMPLETION OF THE IMPROVEMENT

Purchaser shall be solely responsible for and shall pay all costs in regard to: the relocation, installation or construction of public or private utilities; curb cuts and driveways; the repair or reconstruction of any curb, sidewalk or parkway deteriorated or damaged as a result of Purchaser's redevelopment of the Property; the removal of existing pipes, utility equipment or building foundations; and the termination of existing water or other services.

Purchaser shall develop the Property in accordance with those certain site plans and architectural drawings (collectively, the "Drawings") referred to as Moody Bible Athletic Facility, dated May, 1989 and approved by the DOH. The Drawings are hereby incorporated by reference and made a part of the Agreement. No deviation from the Drawings shall be made without the prior written approval of the City.

SECTION 4. SITE PLANS AND ARCHITECTURAL DRAWINGS.

Not later than forty-five (45) days from the execution date of the Amendment Purchaser shall submit to the Department of Housing of the City ("DOH") evidence of funds adequate to finance the construction of the improvement. The sufficiency of such evidence shall be solely determined by the DOH. In the event that Purchaser is unable to obtain the necessary funds or fails to provide the DOH with sufficient evidence that financing has been obtained, the DOH may declare the Amendment null and void and return the deposit referred to in section 2 above to Purchaser.

SECTION 3. EVIDENCE OF FINANCING.

- A. Good Faith Deposit. Pursuant to the terms of the Contract, Purchaser deposited the sum of SIXTY SEVEN THOUSAND TWO HUNDRED EIGHTY THREE and NO/100 DOLLARS (\$67,283.00) ("Deposit") as a good faith deposit. The City shall retain the Deposit until completion of the improvement by Purchaser.
- B. Interest. The City shall be under no obligation to pay interest on the Deposit.

SECTION 2. GOOD FAITH DEPOSIT.

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Purchaser agrees for itself, its successors and assigns, and every successor in interest to the Property or any part thereof, that Purchaser:

- A. Shall devote the Property in accordance with the uses set forth in the Amendment and the Redevelopment Plan and for the time period specified in the Amendment and the Redevelopment Plan; and
- B. Shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or sexual orientation in the sale, lease or rental of the Property or any improvements located or to be erected thereon; and
- C. Shall not discriminate based upon race, color, sex, national origin or ancestry, age, handicap or sexual orientation in the use or occupancy of the Property or any improvements located or to be erected thereon.

## SECTION 8. RESTRICTIONS ON USE.

Any approvals of the Drawings made by DOH are for the purposes of the Amendment only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City nor does any approval by DOH pursuant to the Amendment constitute approval of the quality, structural soundness or the safety of any improvements located on the Property. The City, however, agrees to assist Purchaser in expeditiously obtaining approvals for building permits, driveways, and median cuts affecting the Property.

## SECTION 7. LIMITED APPLICABILITY.

Upon completion of the Improvement by Purchaser in accordance with the provisions of the Amendment, the City shall furnish the Purchaser with an appropriate certificate of completion ("Certificate"). The Certificate shall be a conclusive determination of satisfaction and termination of the covenants in the Amendment with respect to the obligations of Purchaser and its successors and assigns to construct the Improvement. The Certificate shall be in recordable form. Upon written request by Purchaser for the Certificate, the City shall provide Purchaser, within forty-five (45) days after receipt of the request, the Certificate or a written statement indicating in adequate detail how Purchaser has failed to complete the Improvement in conformity with the Redevelopment Plan, the Amendment, or both, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for Purchaser to take or perform in order to obtain the Certificate. If the City requires additional measures or acts to assure compliance, Purchaser shall resubmit a written request for the Certificate upon compliance with the City's response. Upon issuance of the Certificate, the City shall return the Deposit to Purchaser.

## SECTION 6. CERTIFICATE OF COMPLETION.

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Notwithstanding any of the provisions of the Contract, the Amendment, or both, the holder of any mortgage authorized by the Contract, the Amendment, or both (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including: (a) any other party who thereafter obtains title to the Property or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated to construct or complete the construction of the Improvement or to guarantee such construction or completion, nor shall any covenant or any other provision in the deed to the Property be construed to so obligate such holder. Nothing in this section 12 or any other section of the Contract, the Amendment, or both, shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Redevelopment Plan.

SECTION 12. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

The parties agree that the covenants provided in sections 4, 5, 8, 9 and 10 shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the City, and any successor in interest to the Property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Redevelopment Plan.

SECTION 11. COVENANTS RUNNING WITH THE LAND.

Prior to the issuance of the Certificate with regard to the completion of construction of the Improvement, neither the Purchaser nor any successor in interest to the Property shall engage in any financing or other transaction which creates an encumbrance or lien upon the Property, except for the purposes only of obtaining: (a) funds necessary to construct the Improvement; and (b) funds necessary for architect, surveyor and legal and title fees in connection with the Improvement.

SECTION 10. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the issuance of the Certificate by the City with regard to the completion to the Improvement, Purchaser or its successors in interest shall not, without the prior written consent of the City: (a) sell or convey the Property or any part thereof, (b) create any assignment with respect to the Contract, the Amendment or the Property, or (c) contract or agree to: (1) sell or convey the Property, or (2) create any assignment with respect to the Contract, the Amendment or the Property. The provisions of this section 9 shall not limit Purchaser's rights under section 10 of the Agreement.

SECTION 9. PROHIBITION AGAINST TRANSFER OF PROPERTY.

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## SECTION 13. REMEDIES.

A. In General. Except as otherwise provided in the Amendment, in the event of any default in or breach of any of the provisions of the Amendment by either party hereto, or any successor to such party, such party or successor, upon written notice from the other, shall proceed to cure or remedy such default or breach immediately, or in any event not later than thirty (30) days after receipt of such notice. In case such action is not taken or diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

B. Reverting Title. In the event that subsequent to the execution date of the Amendment by the parties and prior to the issuance of the Certificate by the City regarding completion of the Improvement:

1. Purchaser or its successor in interest defaults in or violates its obligations with respect to the construction of the Improvement (including the nature and dates for the beginning and completion thereof) or abandons or substantially suspends construction work, and any such default, violation, abandonment or suspension is not cured, ended or remedied within three (3) months (six (6) months if the default is with respect to the date for completion of the Improvement), after written demand by the City to do so; or

2. Purchaser or its successors in interest fails to pay real estate taxes or assessments on the Property or any part thereof when due, or places thereon any encumbrance or lien unauthorized by the Contract, the Amendment, or both, or suffers any levy or attachment, materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such tax, lien, encumbrance or assessment is not paid, removed or discharged within ninety (90) days after written demand by the City to do so; or

3. There is, in violation of the Contract, the Amendment, or both, any transfer of the Property or any part thereof, or any change in the ownership or distribution of the stock of Purchaser, or with respect to the identity of the parties in control of Purchaser and such violation is not cured within sixty (60) days after written demand by the City to Purchaser;

then the City, in accordance with the general provisions of section 13A of the Amendment, as a method of remedying said default, shall have the right to re-enter and take possession of the Property and to terminate (and revert in the City) the estate conveyed by that to Purchaser, it being the intent of this provision, together with other provisions of the Amendment, that the conveyance of the Property by the City to Purchaser was made upon a condition

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subsequent to the effect that in the event of any default, failure, violation or other action or inaction by Purchaser specified in subdivisions (1), (2) and (3) of this section 13B, failure on the part of Purchaser to remedy, and or abrogate such default, failure, violation or other action or inaction, within the time period and in the manner stated in such subdivision, the City, at its option, may declare a termination in favor of the City of the title, and of all the rights and interests in and to the Property conveyed by the City to Purchaser, and that such title and all rights and interests of Purchaser, and any assigns or successors in interest to and in the Property, shall revert to the City; provided, however, that such condition subsequent and any reverting of title as a result thereof in the City shall always be subject to and limited by, and shall not defeat or render invalid, the lien of any mortgage authorized by the Contract, the Amendment, or both, for the protection of the holders of such mortgages.

In addition to, and without in any way limiting the City's right to re-entry as provided for above, the City shall have the right to retain the Deposit referred to in section 2 above, without any deduction, offset or recoupment whatsoever, in the event of a default, violation or failure of Purchaser as specified above.

C. Resale of Reacquired Property; Disposition of Proceeds. Upon the reverting in the City of title to the Property as provided in section 13B, the City shall use its best efforts to resell the Property (subject to such mortgage liens and leasehold interests) as set forth in Section 13B) as soon and in such manner as the City shall find feasible and consistent with the objectives of all applicable state and local laws and ordinances and the Redevelopment Plan.

The Property shall be conveyed to a qualified party (as solely determined by the City) who will assume the obligations of completing the improvement or such other improvements as shall be satisfactory to the City and in accordance with the uses specified for such Property in the Redevelopment Plan. Upon such resale of the Property, the proceeds thereof shall be applied for:

1. Reimbursement of the City for all costs and expenses incurred by the City, including but not limited to: salaries of personnel in connection with the recapture, management and resale of the Property (but less any income derived by the City from the Property in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property (or, in the event the Property is exempt from taxation or assessment of such charges during the period of ownership thereof by the City, an amount, if paid, equal to such taxes, assessments or charges (as determined by the City assessing official) as would have been payable if the Property were not so exempt; any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Purchaser, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvement or any

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Purchaser hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred by the City arising from

## SECTION 14. INDEMNIFICATION

E. No Waiver by Delay. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by Purchaser under this section be considered or treated as a waiver of the rights of the City with respect to any other defaults by Purchaser under this section or with respect to the particular default except to the extent specifically waived in writing.

D. Permitted Delays. For the purposes of any of the provisions of the Amendment, neither the City nor Purchaser or any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the improvement, or progress in respect thereto, in the event of delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including but not restricted to: delays or halts in construction which are compelled by court order, acts of God, acts of the public enemy, acts of the federal government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, delays in receipt, embargoes, and unusually severe weather or delays of subcontractors due to such cause; it being the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for redevelopment or of Purchaser with respect to construction of the improvement shall be extended for the period of the delay as determined by the City; provided, however, that the party seeking the benefit of the provisions of this section, within ten (10) days after the beginning of any such delay, shall have first notified the other party thereof in writing of the cause or causes thereof, and requested an extension for the period of the delay.

Any balance remaining after such reimbursements shall be retained by the City.

2. Reimbursement of Purchaser, its successors or transferees; and
- part thereof on the Property; and any amounts otherwise owing the City by Purchaser, its successors or transferees; and
2. Reimbursement of Purchaser, its successors or transferees, up to the amount equal to: (a) the sum of the purchase price as identified in the contract paid by Purchaser for the Property (or allocable to the part thereof) and the cash actually invested by it in constructing the improvement on the Property or part thereof, less (b) any gains or income withdrawn or made by it from the contract, the Amendment or the Property.

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A. Purchaser shall not discriminate against any employee or applicant for employment based upon race, color, religion, sex, national origin or ancestry, age, handicap or sexual orientation. Purchaser shall take affirmative action to ensure that applicants are employed and employees are treated during employment without discrimination based upon race, color, religion,

Purchaser, for itself, its successors and assigns, agrees that during the construction of the Improvement:

SECTION 18. EQUAL EMPLOYMENT OPPORTUNITY.

The terms of the Amendment supersede the terms of the Contract. If any conflict shall arise between the terms of the Contract and the terms of the Amendment, the terms of the Amendment shall apply.

SECTION 17. SUPERSSEDING EFFECT.

No member, official or employee of the City shall have any personal interest, direct or indirect, in the Amendment; nor shall any such member, official or employee participate in any decision relating to the Amendment, which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Purchaser or successor or on any obligation under the terms of the Amendment.

SECTION 16. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

If the soil and environmental condition of the Property is not in all respects entirely suitable for the use or uses to which the Property shall be utilized pursuant to the terms of the Amendment, then it shall be the sole responsibility and obligation of Purchaser to take such action as may be necessary to place the soil and environmental condition of the Property in a condition entirely suitable for the intended uses of the Property pursuant to the Amendment. Purchaser additionally agrees to indemnify the City from any claim relating to the soil and environmental condition of the Property.

SECTION 15. ENVIRONMENTAL CONDITIONS.

or in connection with: (i) the failure of Purchaser to perform its obligations under the Contract, the Amendment, or both; (ii) the failure of Purchaser or any contractor to pay contractors, subcontractors or materialmen in connection with construction of the Improvement; (iii) a material misrepresentation or omission in the Redevelopment Plan which is the result of information supplied or omitted by Purchaser or by agents, employees, contractors or persons acting under the control or at the request of Purchaser; (iv) the failure of Purchaser to redress any misrepresentations or omissions in the Contract, the Amendment, or both, or any other agreement relating hereto; and (v) resulting from any activity undertaken by Purchaser on the Property upon conveyance of said Property to Purchaser by the City.

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The Purchaser will include the provisions of paragraphs (A), (B), (C), (D), (E) and (F) in every contract, and shall require the inclusion of these provisions in every

- C. The Purchaser will include the provisions of paragraphs (A), (B), (C), (D), (E) and (F) in every contract, and shall require the inclusion of these provisions in every contract, and shall require the inclusion of these provisions in every contract.
- F. Purchaser, in all solicitations or advertisements for employees placed by or on behalf of Purchaser, shall state that all qualified applicants will receive consideration for employment without discrimination based upon race, color, religion, sex, national origin or ancestry, age, handicap or sexual orientation.
- B. Salaried superintendents are excluded from the coverage of this special provision, as well as clerical workers and security guards. Purchaser, in order to demonstrate compliance with the terms of the Amendment, shall cooperate with the DOH, which has the responsibility to observe and report compliance with equal opportunity regulations of federal, state and municipal agencies.
- D. All construction workers covered by the Amendment shall mean skilled construction workers which include all workers (working) foremen, journeymen, apprentices, trainees and helpers where applicable.
- B. To the greatest extent feasible, Purchaser is required to present opportunities for training and employment of lower income residents of the City; and that contracts for work in connection with the construction and operation of the Improvement shall be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the City.
- C. In order to promote equality of opportunity for minority and female personnel with regard to construction and operation of the Improvement, the following percentage goals of construction aggregated work hours in each of the categories of construction journeymen and apprentices shall apply:
- a. At least 25% by minorities.  
b. At least 5% by women.
- D. All construction workers covered by the Amendment shall mean skilled construction workers which include all workers (working) foremen, journeymen, apprentices, trainees and helpers where applicable.
- B. Salaried superintendents are excluded from the coverage of this special provision, as well as clerical workers and security guards. Purchaser, in order to demonstrate compliance with the terms of the Amendment, shall cooperate with the DOH, which has the responsibility to observe and report compliance with equal opportunity regulations of federal, state and municipal agencies.
- F. Purchaser, in all solicitations or advertisements for employees placed by or on behalf of Purchaser, shall state that all qualified applicants will receive consideration for employment without discrimination based upon race, color, religion, sex, national origin or ancestry, age, handicap or sexual orientation.
- C. The Purchaser will include the provisions of paragraphs (A), (B), (C), (D), (E) and (F) in every contract, and shall require the inclusion of these provisions in every contract.

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Any notice, demand or request required or permitted to be given hereunder, shall be hand delivered in writing or sent by registered or certified mail, postage prepaid, return receipt requested, to:

SECTION 23. NOTICES.

If any provision of the Amendment, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of the Amendment shall be construed as if such invalid part were never included herein and the Amendment shall be and remain valid and enforceable to the fullest extent permitted by law.

SECTION 22. SEVERABILITY.

The Contract and the Amendment constitute the entire agreement between the parties hereto and supersede and replace completely any prior agreements between the parties which respect to the subject matter hereof. The Contract and the Amendment shall not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

SECTION 21. ENTIRE AGREEMENT.

The Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

SECTION 20. GOVERNING LAW.

The headings of the various sections of the Amendment have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions thereof.

SECTION 19. HEADINGS.

sub-contract entered into by any of its contractors, so that such provision will be binding upon each such contractor or sub-contractor, as the case may be. Failure to comply with the provisions of this section 19 shall be a basis for the City to institute remedies under the provisions of section 13 of the Amendment. Purchaser shall also comply with Executive Order 85-2 promulgated by the Office of the Mayor of the City on April 3, 1985.

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The approvals given by the City pursuant to the Amendment and the Certificate when issued by the City shall be only for the benefit of the Purchaser, the mortgagee or other lien holder, and their successors in interest in the Property and no other person or party may assert against the City or claim the benefit of such approval or certificate.

SECTION 27. NO THIRD PARTY BENEFICIARY.

The terms of the Amendment shall be binding upon the City, Purchaser, and their respective heirs, legal representatives, successors and assigns.

SECTION 26. SUCCESSORS AND ASSIGNS.

Purchaser represents and warrants that it is duly organized and validly existing under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property; and that the person(s) signing the Amendment have the authority to do so.

SECTION 25. ORGANIZATION AND AUTHORITY.

The Amendment is executed in triplicate, each of which shall constitute an original instrument.

SECTION 24. COUNTERPARTS.

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Attn: Real Estate & Land Use Division

Chicago, IL 60602

Room 511, City Hall

Office of Corporation Counsel

with a copy to:

Chicago, IL 60604

318 S. Michigan Avenue

Department of Housing

Commissioner

If to City:

Chicago, IL 60610

820 North LaSalle Street

c/o Marvin E. Beckman, Sr. V.P.

Moody Bible Institute

If to Purchaser:

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Property of Cook County Clerk's Office

IN WITNESS WHEREOF, the City has caused the Amendment to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Purchaser has signed and sealed the same on or as of the day and year first above written.

CITY OF CHICAGO,  
an Illinois municipal corporation

BY: Richard M. Daley  
RICHARD M. DALEY, Mayor  
ATTEST: Alter S. Kozdrowski  
ALTER S. KOZDROWSKI,  
City Clerk

MOODY BIBLE INSTITUTE,  
an Illinois not for profit corporation

BY: Joseph M. Stowell  
JOSEPH M. STOWELL, President  
ATTEST: Marvin E. Beckman  
MARVIN E. BECKMAN,  
Sr. Vice President and  
Assistant Secretary

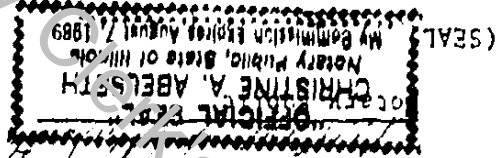
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Property of Cook County

My commission expires \_\_\_\_\_, 1989.



GIVEN under my notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

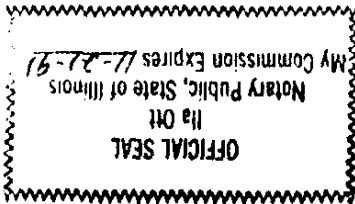
I, Christine A. Abelsch, a Notary Public in and for said County, in the State aforesaid, do hereby certify that WALTER S. KOZUBOWSKI, personally known to me to be the Clerk of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me severally acknowledged that as such Clerk, he signed and delivered the said instrument, pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
(SS )  
COUNTY OF COOK )

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Property of Cook County Clerk's Office



My commission expires Nov 21, 1991.

(SEAL)

[Signature]  
Notary Public

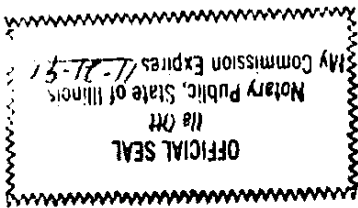
GIVEN under my notarial seal this 18 day of May, 1989.

I, [Signature], a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOSEPH M. STOWELL, personally known to me to be the President of Moody Bible Corporation, 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 being first duly sworn by me severally acknowledged that as such President, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
( SS )  
COUNTY OF COOK )

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Property of Cook County Clerk's Office



My commission expires May 21, 1971. (SEAL)

Notary Public

GIVEN under my notarial seal this 18 day of May, 1988.

I, Debra, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARVIN S. BECKMAN, SR., personally known to me to be the Vice President and Assistant Secretary of Moody Bible Corporation, 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 being first duly sworn by me severally acknowledged that as such Vice President and Secretary, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
) SS  
) COUNTY OF COOK )

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WILL COUNTY

WILL COUNTY

\$1.60

DEPT-09 MISC. \$1.60  
#2222 TRAN 06/21/89 15:38:00  
4331 # 9 \* 89-284092  
COOK COUNTY RECORDER

LOTS 1, 2, 3, 10 AND THE EAST 10 FT OF LOT 8 IN  
ASSESSOR'S DIVISION OF LOTS 5 THRU 8 IN THE SUBDIVISION TO  
OF BLOCK 19 OF JOHNSTON, ROBERT'S AND STORR'S ADDITION TO  
CHICAGO, AFORESAID.

ALSO

LOTS 1 THRU 7 TOGETHER WITH THE 10 FT. ALLEY LYING WEST  
OF AND ADJOINING SAID LOTS 1 THRU 7 IN ASSESSOR'S  
DIVISION OF LOTS 1 THRU 4 AND 9 THRU 12 IN THE  
SUBDIVISION OF BLOCK 19 OF JOHNSTON, ROBERT'S AND STORR'S  
ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH  
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

ALL OF THE 10 FT. ALLEY LYING EAST OF AND ADJOINING LOTS  
1 THRU 8 AND WEST OF AND ADJOINING LOTS 9 AND 13 AND THE  
WEST LINE OF SAID LOTS EXTENDED, ALSO ALL OF THE 10 FT.  
ALLEY LYING EAST OF AND ADJOINING LOTS 12 AND 16 AND THE  
EAST LINE OF SAID LOTS EXTENDED AND WEST OF AND ADJOINING  
LOTS 17 THRU 24, ALSO ALL OF THE EAST-WEST 18 FT. ALLEY  
LYING SOUTH OF AND ADJOINING LOTS 9 THRU 12 AND NORTH OF  
AND ADJOINING LOTS 13 THRU 16, ALL IN THE SUBDIVISION OF  
BLOCK 18 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO  
CHICAGO, AFORESAID.

LOTS 1 TO 24, INCLUSIVE, IN THE SUBDIVISION OF BLOCK 18  
OF JOHNSTON, ROBERTS & STORR'S ADDITION TO CHICAGO IN  
SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, IL.

All that certain parcel or parcels of land located in the City of  
Chicago, County of Cook, State of Illinois, more particularly described as  
follows:

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A

89284092