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ANNEXATION AGREEMENT

OFFICIAL BUSINESS
VILLAGE OF ORLAND PARK, ILL.
HAI STORTZUM
VILLAGE ATTORNEY

90119333 (PODGURSKI)

THIS AGREEMENT, made and entered into this 4th day of December, 1989 by and between the VILLAGE OF ORLAND PARK, a Municipal Corporation of the State of Illinois (hereinafter referred to as "VILLAGE", and PALOS BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 10, 1988, AND KNOWN AS TRUST NO. 1-2695, and THOMAS F. PODGURSKI and RAYMOND BOGDAN (hereinafter referred to as "OWNERS OF RECORD" or OWNERS").

COOK COUNTY RECORDS

90119333-04-*

WITNESSETH:

111111 TRAN 0266 03/16/90 18124100

\$3.00

DEPT-09 MISC 60-1830

WHEREAS, VILLAGE is a Home Rule Municipal Corporation of the State of Illinois and has in full force and effect various Ordinances and Amendments thereto relating to the development of real estate including, but not limited to, a Zoning Ordinance, Subdivision Ordinance and Building Code; and

WHEREAS, OWNERS OF RECORD constitute all of the persons and corporations having an interest in the real estate hereinafter described and the development thereof; and

WHEREAS, the real estate consists of approximately 1.4 acres located on the South side of 135th Street at approximately 8505 West 135th Street, in unincorporated Orland Township, Cook County, Illinois; and

WHEREAS, said real estate hereinafter described is not now within the corporate limits of the VILLAGE or any municipality, and may be annexed to the VILLAGE in conformance with Article 7 of the Illinois Municipal Code; and

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WHEREAS, the parties hereto wish to enter into a binding agreement with respect to the annexation of the real estate to the VILLAGE, subject to certain conditions as provided herein, and pursuant to the provisions of Chapter 24, Article 11-15.1 et seq. of the Illinois Revised Statutes (1987); and

WHEREAS, the Corporate Authorities of VILLAGE, after due and careful consideration, have concluded that the annexation of said real estate to the VILLAGE on the terms and conditions hereinafter set forth would further the growth of the VILLAGE, enable the VILLAGE to control the development of said real estate, and enhance and promote the best interests of the VILLAGE; and

WHEREAS, pursuant to the provisions of Chapter 24, Article 11, Division 15.1-1 et seq. of the Illinois Revised Statutes, 1987, the Corporate Authorities of the VILLAGE held a public hearing upon this Annexation Agreement in the manner required by law and all other public hearings and other actions by the Corporate Authorities of the VILLAGE required to be held and taken prior to the adoption of this agreement in order to make the same effective have been held and taken, including all hearings and action required in connection with the zoning provisions of this agreement, all requisite hearings having been held pursuant to notice as required by law and in accordance with all requirements of law, prior to the execution of this agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the parties hereto, it is agreed by and between the said parties as follows:

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1. That the Preambles shall be incorporated in and constitute a part of this Agreement.

2. That this Agreement is made pursuant to and in accordance with the provisions of Chapter 24, Article 11, Section 15.1-1 et seq. of the Illinois Revised Statutes 1987.

3. This Agreement shall be applicable to and relate to the following described real estate, to-wit:

The North 262.70 feet of the West 1/4 of the East 1/2 (except the South 20 acres thereof) of the East 1/2 of the Northwest 1/4 of Section 2, Township 36 North, Range 12, East of the Third Principal Meridian, together with the North 262.70 feet of the West 1/3 of the East 3/4 of the East 1/2 (except the South 20 acres thereof) of the East 1/2 of the Northwest 1/4 of Section 2, Township 36 North, Range 12, East of the Third Principal Meridian, (except the East 100.00 feet of the North 435.60 feet thereof), in Cook County, Illinois.

4. The OWNERS OF RECORD subsequent to execution of this Agreement, agree as soon as reasonably possible, to file with the Village Clerk of the VILLAGE or with the Clerk of the Circuit Court of Cook County, Illinois, a certain Petition or Petitions in conformance with Chapter 24, Article 7, of the Illinois Revised Statutes 1987, requesting annexation of the above-described real estate to VILLAGE.

5. The VILLAGE agrees to pass upon filing of such Petition or entry of such Court orders as may be prerequisite, such Ordinance or Ordinances in compliance with Chapter 24, Article 7, of the Illinois Revised Statutes 1987 as are or may be necessary to annex said real estate and incorporate same within the limits of VILLAGE, said Ordinance or Ordinances to be passed as soon as possible after execution of this Agreement.

6. The VILLAGE agrees to pass within a reasonable time after passage of the Ordinance or Ordinances annexing the real estate an Ordinance or Ordinances pursuant to The Zoning Ordinance of the Village of Orland Park, Illinois, to amend said Zoning Ordinance and to classify the real estate in the R-3 One Family Residence District.

7. OWNERS OF RECORD have submitted to the VILLAGE a Preliminary Development Plan in that drawing identified as "Certificate of Survey for the hereindescribed real estate" prepared by Town & Country Surveyors, dated April 8, 1988. Said Preliminary Development Plan shall be the basis for the development of the real estate into 2 single family lots where on one (1) of the proposed lots, a single family residence currently exists. VILLAGE agrees to approve a Plat of Subdivision in accordance with the Preliminary Development Plan.

8. OWNERS OF RECORD agree to construct or cause to be constructed and installed at their own expense in the above-described real estate and development in accordance with plans and specifications to be prepared by a licensed professional civil engineer, which said plans and specifications shall be reviewed and approved by the Village Engineer and the President and Board of Trustees of VILLAGE, all public improvements provided for in said plans and specifications, including street, pavements, curbs, gutters, water mains, valves, fire hydrants, storm and sanitary sewers, street lights, sidewalks, storm water control facilities, a bike path, and street signs.

With respect to a sidewalk along 135th Street, the OWNERS OF RECORD agree to install a sidewalk if requested by the VILLAGE no sooner than 2-1/2 years from the date hereof. If the OWNERS OF RECORD fail to install the sidewalk after notice from the VILLAGE the OWNERS OF RECORD by this Agreement authorize the VILLAGE to enter upon the land and to install the sidewalk. Further, the OWNERS OF RECORD agree to pay the VILLAGE the cost of construction which may be recorded as a lien against the herein-described real estate.

9. It is understood that permission for the construction of those public improvements which require approval from the Metropolitan Water Reclamation District of Greater Chicago, the County of Cook, or any other governmental agency, must be obtained. The parties hereto agree to cooperate in obtaining, expediting and submitting such necessary documents as may be required for the approval thereof from the Metropolitan Water Reclamation District of Greater Chicago, the County of Cook, or any other governmental agency. OWNERS OF RECORD understand and agree that no surface water is to be discharged into the sanitary sewerage collection system and will make adequate provision that this will not occur, and will further comply with any other conditions and restrictions in the construction permit issued to OWNERS OF RECORD and VILLAGE by the Metropolitan Water Reclamation District of Greater Chicago.

VILLAGE agrees to permit connection of the public improvements to be constructed on the real estate to the water and sanitary sewer facilities of the municipality and agrees to furnish water and sewer service to said real estate on the same basis as said services are furnished to other parts of the VILLAGE of Orland Park, but the VILLAGE is not obligated to extend

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water mains and sanitary sewer lines to the Real Estate. OWNERS OF RECORD agree that all public improvements required to serve the Real Estate, shall be constructed and installed within two (2) years from the date the Plat of Subdivision of the Real Estate has been approved unless a Supplemental Agreement is executed pursuant to Paragraph 10. The surface course with respect to the Plat of Subdivision of the Real Estate shall be completed one year after the single family home has been built on and certificate of occupancy issued therefor. Until such time as the surface course is completed and streets accepted, the OWNERS OF RECORD shall maintain said streets at their own expense.

10. For the purpose of securing approval from the VILLAGE of Final Plat of Subdivision and the recording of said Plat of Subdivision OWNERS OF RECORD agree to furnish security for the construction of the public improvements in the form of an irrevocable commercial letter of credit issued by a commercial bank, or other form of security as provided in Ordinance No. 1265, or any Ordinance amending same. No construction of public improvements shall commence until the plans and specifications for the public improvements have been approved, the agreement for construction of the public improvements as herein provided has been executed, and the minimum security has been provided and until documentation or evidence is received by the VILLAGE that OWNERS OF RECORD are not violating a wetland regulation or a regulation relating to waters of the United States. The Plat of Subdivision shall contain such restrictive covenants, drainage covenants and easement provisions as are or were required by the President and Board of Trustees as a condition to approval of the Plat of Subdivision which may be approved.

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11. At the time of presentation of a Final Plat of Subdivision for approval, or at the time approval is requested to proceed with construction of public improvements, OWNERS OF RECORD agree to also submit for execution by VILLAGE and by OWNERS OF RECORD of requested by the VILLAGE, a supplemental agreement for the construction of the public improvements to be constructed which will serve the real estate in the Final Plat of Subdivision or Final Development Plan, or proposed Final Plat of Subdivision or Final Development Plan and the furnishing of security for the construction thereof. Said supplemental agreement shall provide for completion of the public improvements with respect to any proposed or Final Plat of Subdivision unless otherwise stated in said Agreement, with an option for the VILLAGE to extend the time of completion. This supplemental agreement shall continue in full force and effect pursuant to the terms therein set forth, and the performance of any covenants therein contained shall survive the expiration of this Annexation Agreement.

12. OWNERS OF RECORD agree to maintain and keep in good repair the public improvements that are constructed until such time as acceptance thereof has been made by VILLAGE. If required, OWNERS OF RECORD agree to convey by appropriate document at no expense to the VILLAGE the public improvements required by it to be constructed pursuant to the terms hereof.

13. OWNERS OF RECORD agree to pay to VILLAGE water connection charges established pursuant to Ordinance No. 1308 of Village at the current rate of \$1,800 per single family dwelling unit, or at such other charge as may be established by Ordinance from time to time hereafter. Said sum shall be paid at the time of issuance of the building permit for each single family dwelling unit.

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14. OWNERS OF RECORD agree to pay to VILLAGE a park contribution fee in the amount of \$2,015, pursuant to the provisions of Ordinance No. 1783 said sum shall be paid at the time of the issuance of a building permit.

15. OWNERS OF RECORD agree to make contributions of money for the benefit of the applicable School Districts in the total amount of \$702.00, and said contribution is to be made by payment of the amount of \$702.00 at the time of issuance of building permit until the total is paid. Such contribution of funds, as they relate to schools shall be held in trust, as provided by Ordinance No. 1783 as amended, by the VILLAGE solely for use serving the school needs of the residents of the real estate herein described. Such funds may also be used for the acquisition of land for a school site to serve the immediate or future needs of children from said development, improvements to school sites, including construction of buildings or additions to such existing or new school facilities which serve and will continue to serve the children of said development, and when such construction reasonably relates to new demands placed by the additional students from said development. If such funds are not expended within the time limits set by said Ordinance No. 1783, they will be refunded to OWNERS OF RECORD. Such sum will satisfy all school contribution requirements under Ordinance No. 1783 as amended.

16. OWNERS OF RECORD agree to contribute to the VILLAGE the sum of \$400.00, payable upon the issuance of the dwelling unit permit but not later than 4-1/2 years from the date hereof.

VILLAGE shall solely determine how said sums so paid shall be allocated and disbursed.

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Sums of money required to be paid hereunder shall be obligations of the OWNERS OF RECORD and successors in title, and no conveyance of the Real Estate shall relieve OWNERS OF RECORD or any of them or any subsequent OWNERS OF RECORD of said obligation. In the event of a default in payment, in addition to the remedy of foreclosure of the lien aforementioned, VILLAGE shall have all other rights and remedies against OWNERS OF RECORD or any of them or any subsequent owners for the collection of monies.

17. The parties agree that this Agreement shall be binding upon and inure to the benefit of the signatories hereto and their respective successors in interest and shall be binding on all subsequent owners of the real estate herein described.

18. OWNERS OF RECORD agree to reimburse the VILLAGE for expenses incurred and to pay such permit, inspection, and review fees as required by Ordinance and as such ordinances may be amended from time to time, including but not limited to the following:

- A. Title examination charges, publication costs for necessary public notices, costs of recording documents in connection with said annexation, rezoning, and subdivision approval, including each phase or unit thereof, payable ten (10) days after VILLAGE shall render an invoice for such costs.
- B. Fees for examination of the plans and specifications submitted to the VILLAGE for the public improvements to the Real Estate, and for inspection of the public improvements during and upon completion of construction, said fees shall be in amounts and payable in accordance with Ordinance No. 678 of the VILLAGE adopted February 23, 1976, or as said Ordinance may be amended from time to time hereafter.

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- C. Reimbursement of the VILLAGE for the reasonable fees of its attorneys incurred in negotiating this Agreement, matters relating to rezoning, annexation, plats of subdivision, security requirements, easements, and for services that may be required with respect to such future matters. Said reimbursement shall be payable to the VILLAGE TEN (10) days after the VILLAGE shall tender its invoice. Out of pocket expenses must be supported by reasonable evidence that such costs were incurred.
- D. Permit and inspection fees as required by Ordinances in effect on the date hereof and in effect from time to time hereafter.
19. OWNERS OF RECORD agree to pay an Adequate Roadway Facility Charge of \$1,500. Said sum shall be paid at the time of issuance of the building permit
20. In addition to the sums herein specifically set forth, OWNERS OF RECORD agree to pay all fees as now established or as may hereafter from time to time be established by Ordinance or Ordinances of VILLAGE relating to building permits, plat approval, engineering inspection of plans for and construction of public improvements, certificates of occupancy, zoning permits. Nothing herein contained shall be construed as a waiver by VILLAGE of the payment of any such fees.
21. OWNERS OF RECORD shall install or cause to be installed at their own expense Roundway and Buffalo Box combinations. VILLAGE shall also

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install at its expense water meters with outside mounted dials and the OWNERS OF RECORD agree to pay for the cost and inspection thereof (\$90.00 per meter and \$10.00 inspection). All of the facilities herein described shall be located as determined by the Village Engineer or Village Engineering Consultant.

22. VILLAGE acknowledges that certain exterior construction work cannot be done during freezing temperatures or inclement weather, including and limited to concrete walks and driveways, rough grading, painting and, if painting is precluded, installation of gutters and downspouts. VILLAGE agrees, therefore, to grant a conditional certificate of occupancy during the period beginning November 1st and ending the following June 15th. Notwithstanding the fact the foregoing exterior construction work has not been completed and so long as the OWNERS OF RECORD have deposited with Chicago Title Insurance Company as Escrow Agent, an amount sufficient to complete the work, and has shown evidence to VILLAGE that such amount has been deposited said work shall be completed during the next succeeding building season.

23. The VILLAGE expressly agrees not to change or modify its Zoning and Subdivision Ordinances except as provided herein, insofar as they apply to the real estate heretofore described during the period of five (5) years from the date hereof, except the VILLAGE reserves the right to adopt Ordinances and Regulations as may apply to all matters of public safety and to change fees so long as such Ordinances and/or Regulations apply to all builders in the VILLAGE (except to the extent that Annexation Agreements heretofore entered into between the VILLAGE and other builders and/or developers do not allow any such changes to be applicable to them) provided, however, that should VILLAGE amend any ordinance, repeal any part or all of

an existing ordinance, or hereafter enact any ordinance as may be required by the new Constitution of the State of Illinois, or enabling legislation thereunder, or as required by the Metropolitan Water Reclamation District of Greater Chicago or any other governmental agency now in existence or hereafter created, having present or future jurisdiction on matters relating to zoning, building or subdivision, which jurisdiction supercedes the jurisdiction of the VILLAGE, VILLAGE may enact such ordinances and said ordinances shall bind the subject Real Estate; provided, however, that said enactment shall not preclude OWNERS OF RECORD, at their expense, from challenging the authority of the governmental agency or agencies, or the validity of the requirements imposed on the VILLAGE by said governmental agency. OWNERS OF RECORD agree during the five (5) year term hereof not to contest or in any way attempt to hold invalid any provision of this Agreement, or ordinance of the VILLAGE relating to zoning, subdivision or building enacted prior to the date hereof.

24. No provisions of this Agreement shall be construed to prohibit the VILLAGE from amending or enacting any Ordinance; provided, however, that any such Ordinance or amendment shall not relate to the real property described herein as the subject of this agreement if said amendment or Ordinance would change or modify the terms of this agreement.

25. It is agreed that the terms of performance of any of the covenants herein contained, as to any of the parties hereto, may be extended by mutual agreement which shall not be unreasonably withheld, but not to exceed a period of one (1) year without requiring further hearing on any amendment of this Agreement.

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26. The VILLAGE does not require that the front yard building line be shown on the final Plats of Subdivision.

27. The VILLAGE agrees to issue a building permit and model home occupancy permit without water and sewer first being connected; provided, however, that no occupancy permit for living purposes shall be issued for a model home until sewer and water facilities are available and connected and provided reasonable access shall be provided for VILLAGE Inspectors.

28. The OWNERS OF RECORD agree that all mounds of stored earth where permitted on the above-described real estate will be graded to a safe level and all weeds and grass thereon, if any, will be cut or destroyed at least three (3) times annually.

29. All residences constructed on the subject property, except as otherwise expressly approved by the VILLAGE, shall be constructed in accordance with the Building Code of the VILLAGE as currently in effect or as amended from time to time hereafter. All residences shall contain facebrick or stone on not less than fifty (50%) percent of its exterior walls and shall contain facebrick or stone on one hundred (100%) percent of its first floor or ground level. The minimum size of a single family residence (excluding garage) shall be as follows:

- A. One (1) story above grade to contain a minimum 1,400 square feet of floor area.
- B. One (1) story raised ranch main floor to contain a minimum 1,400 square feet of floor area.
- C. Split level above grade to contain a minimum 1,400 square feet of floor area.
- D. Two (2) story above grade to contain a minimum 2,000 square feet of said floor area with a minimum 1,000 square feet of said floor area to be on the first floor.

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30. Before construction shall have commenced, OWNERS OF RECORD and VILLAGE shall designate certain streets as construction streets and all trucks delivering materials or engaged in such construction shall use such designated streets. OWNERS OF RECORD agree to use their best efforts to minimize the amount of dirt and debris brought onto existing roads from the property during the course of construction, and shall remove expeditiously at its own expense any such dirt and debris brought onto the streets.

31. OWNERS OF RECORD will not permit top soil stored on the property to be cut to dangerous or abrupt grades.

32. OWNERS OF RECORD, at their own cost, agree to provide the VILLAGE "as built" engineering plans and specifications upon substantial completion of the public improvements.

33. OWNERS OF RECORD agree to grant appropriate easements to Commonwealth Edison Company, NICOR, Illinois Bell Telephone Company, and the duly authorized cable television company, for the installation of electrical wiring, gas mains and phone service to serve said Subdivision, and to delineate such easements on Plats of Subdivision. All electric and telephone company and cable television wires shall be located underground.

34. It is agreed that all of the public improvements contemplated herein shall, upon acceptance thereof by the VILLAGE, become the property of VILLAGE and be integrated with the municipal facilities now in existence or hereafter constructed and VILLAGE thereafter agrees to maintain said public improvements. Acceptance of said public improvements shall be by resolution of the President and Board of Trustees only after the VILLAGE Engineer or VILLAGE Engineering Consultant has issued his Certificate of Inspection

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affirming that the improvements have been constructed in accordance with approved Engineering Plans and Specifications.

35. VILLAGE agrees to permit the OWNERS OF RECORD to maintain a construction trailer on the Real Estate once development begins for a period of not exceeding the term of this agreement or until the development is complete, whichever occurs first.

36. This Agreement shall be binding upon the VILLAGE and its successors and upon OWNERS OF RECORD and their successors and assigns, and shall be binding on any and all subsequent owners of the real estate herein described for a period of five (5) years, plus such additional time as may be agreed upon by the parties hereto.

37. The construction of the public improvements and the covenants thereof shall be covenants running with the land for the benefit of the VILLAGE and the development and any resident therein.

38. Any party or its successor in interest to this Agreement may either in law or in equity, by suit, action mandamus or other proceeding enforce and compel performance of this Agreement.

39. Should any provision or provisions hereof be declared invalid for any reason whatsoever, said declaration of invalidity shall affect only the provision or provisions so declared invalid.

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40. Any and all notices required hereunder shall be served by certified mail, return receipt requested, to:

VILLAGE - c/o Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462

OWNERS OF RECORD: - Thomas F. Podgurski
8505 West 135th Street
Orland Park, IL 60462

- Raymond Bogdan
8505 West 135th Street
Orland Park, IL 60462

~~Palos Bank and Trust Company~~
~~City Federal Savings and Loan~~
Association, Trustee Under
Trust No. 1-2695
~~4000 West 87th Street~~ 12600 S. Harlem Ave.
~~Berwyn, Illinois~~ Palos Heights, IL 60463

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 4th day of December, 1989.

VILLAGE OF ORLAND PARK, ILLINOIS
A Municipal Corporation

By: [Signature]
Village President

ATTEST:

[Signature]
Village Clerk

[Signature]
THOMAS F. PODGURSKI

[Signature]
RAYMOND BOGDAN

~~PALOS BANK AND TRUST COMPANY~~
~~City Federal Savings and Loan~~
~~ASSOCIATION~~, Not Individually, but
as Trustee Under Trust Agreement
Dated May 10, 1988 and known as
Trust No. 1-2695

By: [Signature]
Trust Officer

ATTEST:

[Signature]

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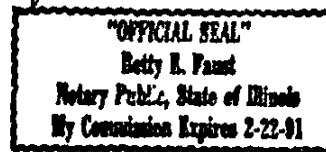
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that FREDERICK T. OWENS, personally known to me to be the President of the Village of Orland Park, Illinois, and JAMES V. DODGE JR., personally known to me to be the Village Clerk of the Village of Orland Park, Illinois, 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 Village Clerk they signed and delivered this instrument and caused the official seal of the Village to be affixed thereto, pursuant to authority given by the Board of Trustees of the Village, as their free and voluntary act, and as the free and voluntary act and deed of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 5th day of December, 1987.

SEAL

Betty E. Faust



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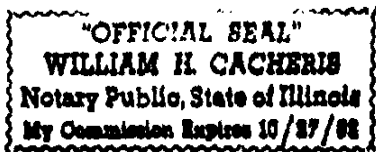
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS F. PODGURSKI, 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 he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of Nov, 1989.

SEAL

William H. Cacheris
Notary Public



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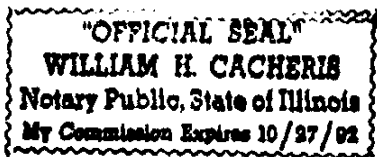
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RAYMOND BOGDAN, 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 he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of Nov, 1989.

William H. Cacheris
Notary Public

SEAL



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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffrey C. Scheiner and Barbara A. Danahor of PALOS BANK AND TRUST COMPANY, as Trustee and Not Individually, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Trust Officer of said Bank 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 Bank, for the uses and purposes therein set forth; and the said Trustee did also then and there acknowledge that he/she as custodian of the seal of said Bank did affix said seal of said Bank to said instrument at his/her own free and voluntary act, and as the free and voluntary act of said institution, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of November, 1989.

"OFFICIAL SEAL"
Mary Kay Burke
Notary Public, State of Illinois
My Commission Expires Aug. 31, 1991

Mary Kay Burke
Notary Public

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