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STATE OF ILLINOIS)

COUNTY OF COOK

SS.

DEPT-01 RECORDING \$15.29 T\$5555 TRAN 8308 04/15/91 16:21:00 \$0003 \$ E *-91-170926

Stipulation Re Walver of Mechanic's Lienok COUNTY RECORDER

THIS AGREEMENT made this <u>15</u> day of <u>April</u>, 1991 by and between American Medical Association (hereinafter referred to as AMA) and Edison Construction Company (hereinafter referred to as Contractor),

WIINESSEIH: IHAI

WHEREAS, contemporaneously herewith AMA and CONTRACTOR have entered into an Agreement for the construction of certain construction work by Contractor for AMA on the property at 515 North State in the City of Chicago, County of Cook, Illinois, which premises are more particularly described as follows:

515 N. State Street, Chicago, Illinois, with a legal description of:

Lots 1 through 12, both inclusive, together with the vacated East-West Alley South of and adjoining said Lots 1 through 6 and lying North of and adjoining said Lots 7 through 12, in Block 15 in Kinzie's Addition to Chicago in Section 10, rownship 39 North, Range 14 East of the Third Principal Meridian.

PIN: 17-10-123-001 through 17-10-123-012

WHEREAS, Section 3A of said construction contract provious as follows:

The Contractor does hereby fully and completely waive and release, for himself, his heirs, successors and assignees, and for all his subcontractors and their respective subcontractors, any and all claims of, or right to, mechanic's lien, under the statutes of Illinois, against, or with respect to, the premises described as:

515 N. State Street, Chicago, Illinois, with a legal description of:

Lots 1 through 12, both inclusive, together with the vacated East-West Alley South of and adjoining said Lots 1 through 6 and lying North of and adjoining said Lots 7 through 12, in Block 15 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian.

PIN: 17-10-123-001 through 17-10-123-012

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or any part thereof, or any improvement thereon, or with respect to the estate or interest of any person whatsoever in the said premises or improvements, or any part thereof, or with respect to any material, fixtures, apparatus, or machinery furnished or to be furnished to the said premises pursuant to this Contract, or with respect to any moneys or other considerations which may be due at any time hereafter from the AMA to the Contractor, which claim of lien might be asserted by reason of the doing, making or furnishing, heretofore or at any time hereafter, by the Contractor, his successor, assignees, materialmen, subcontractors, or sub-subcontractors, of any labor, services, material, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with the above-described premises or the improvements thereon.

the Contractor further agrees that upon the completion of the performance of this Contract, the above-described premises shall be free and clear of any michanic's liens, not only of the Contractor but also of any and all of the subcontractors, materialmen, laborers or sub-subcontractors who may furnish any labor, material, services, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with, or to, the above-described premises in connection with the improvements referred to in this Contract, whether such liens relate to the above-described premises or to any moneys or other considerations which may be due at any time hereafter from the AMA to the Contractor, or from AMA or the Contractor to any of the subcontractors or to any of the subcontractors or materialmen or laborers.

The Contractor further agrees that the effect of this waiver shall not be impaired, affected or diminished by the provisions of this Contract relating to the production, from time to time, of written waivers of liens, nor by any other provisions apparently inconsistent with this waiver.

NOW, THEREFORE, in consideration of the premises and the execution of the aforesaid Contract by each of the parties hereto. AMA and Contractor hereby agree that the legal effect of the contract between them is that no lien or claim may be filed or maintained by anyone, and to give statutory notice to this effect, this Agreement shall be filed in the Office of the Recorder of Deeds of Cook County, Illinois.

THE UNDERSIGNED HEREBY certifies that no work has been performed nor material prepared or delivered pursuant to the aforementioned contract on or before the date of the execution of said Contract.

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in miness macheor, the parties hereto have executed this instrument
the day and year first above written. By: Rhul Hemman President
ATTEST:
(Corporate Seal)
Secretary State of Illinois) COUNTY OF COOK
1. Christine C Newberry . a Notary Public in
and for the County and State aforecald do hereby certify that.
Robert C. Herman , President and Bengt B. Alfraid Secretary of Edison Construction Company, 6959 N. Milwaukee Avenue, Niles, Illinois who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument or writing as their free and voluntary act, and as the free and voluntary act of said parties for the uses and purposes therein set forth, and caused the corporate seal to be thereunto attached.
GIVEN under my hand and notarial seal this 3-29-91
"OFFICIAL SEAL" CHRISTINE C. NEWBERRY NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4/25/93

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IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

By: Henneth Emonse
Deputy Executive Vice President,
Chief Operating Officer

ATTEST:

(Corporate Seal)

andrea Coon - Finkle Sentor Attorney

STATE OF ILLINOIS)

SS.

COUNTY OF COOK

and for the County and State aforesaid, do hereby certify that Kenneth E. Monroe, Deputy Executive Vice President, Chier Operating Officer and Andrea Cooper-Finkle, Senior Attorney of American Medical Association who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Deputy Executive Vice President, Chief Operating Officer and Senior Attorney appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument or writing as their free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth, and caused the corporate seal to be thereunto attached.

GIVEN under my hand and notarial seal this Δ

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Leslie J. Mulle Notary Public

Mail to: Andrea Cooper-Finkle

American Medical Association Office of the General Counsel

515 N. State Street Chicago, Illinois 60610

PLCL/54/19

" OFFICIAL SEAL " LESLIE J. MILLER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION (ALMES 11/27/91)

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