JEPON COUNTY, ILL. 4 93574147 Prepared by, and when recorded, :eturn to: 87093526 Paul S. Maurer, Eaq. Mayer, Brown & Platt 500 17th Street, \$2800 ķ Denver, Colorado 80102 POLICE HIV WILT CLAIM OURD THIS DEED is made this 31 st. day of December, 1986; between JOANNA WESTERN MILLS COMPANY, a Delaware corporation ("Grantor"), 2141 South Jufferson Street, Chicago, Cook County, Illinois 68616, and JOANNA WESTERN INDUSTRIAL PRODUCTS, INC., and JOANNA WESTERN INDUSTRIAL PRODUCTS, AND JOANNA WESTERN INDUSTRIAL PRODUCTS, AND JOANNA WESTERN INDUS Delaware corporation ("Grantee"), 214) South Jefferson Street, MITHESETH, that the Grantor, for and in consideration of the aut of Ten and No/100 Dollars (.10.00) and other good and valuable consideration, the receipt and sufficiency of which are. 33 hereby acknowledged, has remised, released, sold, conveyed and quitolaimed, and by these presents does hereby remise, released, gently conveyed, and quitolaimed, and quitolaim unto the Grantee and its successors and sessigns, forwar, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any and all improvements thereon, situated, lying and being in the County of Cook, State of Illinois, more particularly described in County of Cook, State of Illinois, more particulars of the county of the control of the county of Cook, State of Illinois, more particulars of cook, State of Illinois, more particulars of the county of the c TO HAVE AND TO HOLD the same, together with all and singular the apportenances and privileges thereunto belonging or in any five thereunto appertaining, and all the estate, right, tille, interest and claim whatscever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee and its successors and assigns forever. THIS IS A CONVENIENCE DEED ONLY, TO MEPLECY THE MENGER OF GRALIFOR INTO GRANTER PURSUANT TO THE AGREEMENT OF MERCER ATTACHED MERCTO AS EXELECT B AND MADE A PART BERROF. B3574743

Stoperity of County Clerks

Organia

#### EXHIBIT A

Property mituated in Cook County, Illinois, described as follows:

#### PARCEL 1:

ALL THAT PART ETING WEST OF CANAL STREET EXTENDED OF LOT 3 AND 4 OF SLOCK 35 IN THE CANAL TRUSTEE' SUBDIVISION OF THE WEST 1/2 AND THAT PART OF THE SOUTH EAST 1/4 LYING WEST OF THE SCUTH SRANCH OF THE CHICAST TIVER, ALL IN SECTION 21, TOWNSHIP 39 NORTH, BANGE 14, EAST OF THE TAXE PRINCIPAL HESIDIAN:

#### FARCEL 2:

LOT 3 IN BLOCK 35 IN THE CANAL TRISTEES RUBDIN 1510N OF THE WEST 1/2 OF BECTION 21, TONNIMIP 30 NORTH, RANGE 14, LAST OF THE THIRD PRINCIPAL HERIDIAN, AND BC MICH OF THE BOUTH EAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER (EXCEPT THE FOLLOWING, TO WIT: THAY STRI) OR PART OF LOT 5, AFORERAID, LYING SOUTH EASTERLY OF A LINE BRANN FROM AND BEGINNING AT A POINT IN THE BOUTH LITTERLY LINE OF SAID LOT 5, 194.95 FEET SOUTH EASTERLY OF AND DISTAND FROM THE NORTH WEST CORNER OF BAID LOT 5, HEASURED ALONG AND BOUTH WESTERLY LINE, RUNNING THENCE NORTH EASTERLY TO A POINT ON THE MORTH EASTERLY LINE OF SAID LOT 5, 169.36 FEET SOUTH EASTERLY OF AND DISTANT FROM THE MORTH EAST CORNER OF SAID LOT 5, HEASURED ALONG BAID MORTH EASTERLY LINE OF SAID LOT 5, 169.36 FEET SOUTH EASTERLY OF AND DISTANT FROM THE MORTH EAST CORNER OF SAID LOT 5, HEASURED ALONG BAID MORTH EASTERLY LINE.

#### PARCEL 3

CHIGHNAL LOTS 6 AND 7 AND THE NORTHERLY ONE FOOT OF ORIGINAL LOT 6 (EXCEPT THAT PART CONVEYED TO THE SANITARY DISTRICT OF CRICARO BY DEED RECORDED JULY 10, 1902 AS DOCUMENT 3264497) AND ORIGINAL LOT 6 (EXCEPT THE MORTH 1 YOUT THEREOF CONVEYED BY THOMAS 472-WOON AND WIFE TO BEHLAPIN W. THOMAS BY DEED DATED JUNE 27, 1633 AND RECORDED JANUARY 9, 1834 IN BOOK 72, PAGE 203, ALBO RECEPT THAT PORTIVE TREREOF CONVEYED TO SANITARY DISTRICT OF CHICAGO BY DEED DATED HAY 2, 1902 AND RECORDED JUNE 12, 1902 AS DOCUMENT 3256001 IN BOOK 790, PAGE 468 ALL OF THE LOTE AFORESAID BEING IN BLOCK 33 IN THE CANAL TRUTTLES PURDINGSIL'S OF THE WEST 1/2 AND THAT PART OF THE SOUTH BAFT 1/4 LYING SCOT OF THE SOUTH BRANCH OF THE CHICAGO RIVER OF SECTION 21, TOWNSHIP 32 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL HERIDIAN;

#### PARCES, 4:

LOTE 24 TO 31 IN O. H. DORMAN'S SLADIVISION OF THAT PART BOUTH OF THE MORTHERN 3 ACRES OF LOT 2 IN SLOCK 37 IN CANAL TRUSTEES' SUBJIVISION OF THE MEST 1/2 AND SO MUCH OF THE SOUTH EAST 1/4 AS LIES WEST OF THE BOUTH BRANCH OF THE CHICAGO RIVER OF SECTION 21, TOWNSHIP 39 NORTH, SAME, 14, EAST OF THE THIRD PHINCIPAL MEXIDIAN.

#### PARCEL 5:

LET S IN BLOCK ST IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND NO HUCK OF THE SOUTH EAST 3/4 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO SIVER IN SECTION 21, TOWNSHIP 30 NORTH, RANGE 14, BAST OF THE THIRD PRINCIPAL MERIDIAN;

#### PARCEL 4:

LOT 19 (EXCEPT THE MORTH 36 FLET AND EXCEPT THE EAST 11 LEET THEREOF).
LOT 16 (EXCEPT THE EAST 1) FLET THEMENT), LOTS 19 TO 22, 25 TO 26, 3'
TO 34, 37 TO 40, 43 TO 46, 49 TO 32, 55 TO 56, AND 61 TO 46
AND

ALL OF THE HORTH SOUTH 16 FEET VACATED ALLEY IN THE BIRT OF AND ABJOINING LOTS 20, 21, 26, 27, 32, 33, 38, 59, 64, 45, 50, 51, 56, 57,

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62 AND 63 AND EAST OF AND ADDITING LOTS 19, 22, 25, 28, 31, 34, 37, 40, 43, 46, 49, 52, 33, 38, 61 AND 64 ALBO

LOT 53, LOT 59 (EXCEPT NORTH 20 FEET) LOT 60 AND LOT 65 ALT. IN STINSON'S BUBDIVISION OF LOT 1 IN GLOCK 38 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND 30 MUCH OF THE SOUTH EAST 1/4 AS 1/158 WEST OF THE BOUTH BRANCH OF THE CHICAGO NIVEN OF BEUTION 21, FOUNDHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL HERIDIAN,

#### PARCEL 7:

THAT PART OF LOT 3 LYING BOUTH OF WEST 21ST STREET IN BLOCK 38 IN CANAL TRUSTEES SUDDIVISION OF THE WEST 1/2 AND 30 MUCH OF THE SOUTH FAST QUARTER AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MENIDIAN, SEMCEPT THOSE PARTS DESCRIBED AS FOLLOWS:

(A) SOUTH 44 TEXT THEREOF TAKEN FOR WEST 12ND STREET AND;

(B) BEGINNING AF THE SOUTH EAST CORNER OF WEST 21ST STREET AND SOUTH UNION AVENUE; THEY CE EAST ALONG THE SOUTH LINE OF WEST 21ST STREET A DISTANCE OF SA FELL, THENCE SOUTH WESTERLY ALONG A STRAIGHT LINE TO A POINT IN THE EAST OF SOUTH UNION AVENUE 157 FEET SOUTH OF THE GOUTH LINE OF WEST 21ST STREET, THENCE NORTH ALONG THE EAST LINE OF SOUTH UNION AVENUE TO THE POINT OF SEGINNING;

#### PARCEL B

THAT PART OF LOT 3 IN BLOCK 36 II NAID CANAL TRUSTLES SUBDIVISION L'ING. HORTH OF THE VEST 21ST BIREET AND L'AT OF RUBLE STREET.

#### PARCEL 9:

THAT PART OF SAID LOT 3 LYING NORTH OF WEST 2'ST YTHER, WIS' OF RUB'S.

STREET AND EAST OF THE NORTH AND BOUTH ALLS! NUTLEEN UNION STREET AND
RUBLE STREET (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS

CONSENCING AT THE SOUTH WEST CORNER OF SAID (MAC) A'LD SUNNING THE WOLL

NORTH ALONG THE EAST LINE OF SAID ALLEY BO FELT AND VIVI INCHES TO THE
HOSTEN LINE OF SAID TRACT; THENCE LAST ALONG THE MORTH EVET OF SAID

TRACT 32 FEET 7/8 INCHES, THENCE SOUTH TO A POINT IN THE SAITH L NE OF
BAID TRACT 32 FEET AND S/6 INCHES EAST OF THE SOUTH WEST CORNER OF SAID

TRACT AND THENCE WEST TO THE POINT OF BEGINNING);

#### PARCEL 10:

LUTE 43, 44 AND 45 IN THE RUBDIVISION OF LUT 2 IN BLOCK 38 IN THE CANAL TRUSTEES SUBDIVISION OF THE VEST HALF AND SO HUCH OF THE SOUTH EAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN;

#### PARCEL 11:

LOTE 1, 2, 3, 4, 9, 10, 11 AND 12 (EXCEPT THE WEST 8 FEET THERIOF TAKEN FUR ALLEY) IN JOHN 8. GEST'S SUBDIVISION OF THAT PART MORTH OF 21ST STREET OF LOT 4 IN BLOCK 36 IN CANAL TRUSTEES SUBDIVITION OF THE WEST MALF OF SECTION 21, TOWNSHIP 39 NORTH, BANGE 14, EAST OF THE IHIRD PRINCIPAL HERIDIAN, AND SO HUEN OF THE SOUTH EAST 1/4 AS LIEN WLST OF THE SOUTH SHANCH OF THE CHICAGO RIVER;

LOTS 1, 2, 3, 4, IN SUBDIVISION OF LOTS 5 TO 8, INCLUSIVE, IN JOHN B THERY'S SUBDIVISION OF THAT PART NORTH OF SIST STREET LOT 4 IN SECON 26 CANAL TRUSTERS SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TWANSHIP 79 HOPTH, RANGE 14, EAST OF THE THIRD PRINCIPAL HERIDIAN, AND SO HACH IF THE SOUTH EAST QUALTER AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO BIVER:

EXHIBIT A (continued)

#### PARCEL 12:

THAT PART OF LOT 4 IN BLOCK 38 IN THE CANAL BRUSTLES SUBDIVISION OF THE SERT 1/2 AND SO MUCH OF THE SOUTH EAST QUARTER AS LIES WEST OF THE SOUTH BRUNCH OF THE CHICAGO RIVER IN SECTION 21. T WHISH 39 MONTH, RANGE 14. EAST OF THE THIRD PRINCIPAL HEBIDIAN, DEATHIBLD AS FOLLOWS COMMENCING ON A POINT ON THE EAST LINE OF SAID LET 4 ON THE SOUTH LINT OF 21ST BTREET AND RUNNING THENCE SOUTH OF THE WEST LINE OF JETTERBUN STREET 140 FEET; THENCE WAST PARALLEL WITH THE COUTH LINE OF 21ST STREET 214 FRET AND 1.7.8 INCHES, THENCE BOWTH PARALLEL WITH THE WEST LINE OF JEFTERSON STREET 140 FEET TO THE SOUTH LINE OF 21ST STALET; THENCE BAST TO THE POINT OF BEGINNING;

#### PARCEL ()

THAT PART OF LOT 4 IN SIJICE 36 IN THE CANAL TRESTEES' BURDINISION OF THE WEST 1/2 100 SO HICH OF THE BOUTH EAST QUARTER AS LIES WE'T OF THE SOUTH BRANCH OF THE CHICAGO PIVER, OF SECTION 21, TOWNSHIP 39 HOPTH RANGE 14, EAST OF THE MIRD PRINCIPAL MERIDIAN, DESCRIBED AS POLICES COMMENCING AT A POINT ON THE EAST ! INT OF SAID LOT 4 (BEING THE ATE) LINE OF VACATED SOUTH JUFFELSON STREET ; 366 & FEET MORTH LINE OF SEST 22ND STREET; THENCE WEST PAPOLLES WITH THE NORTH LINE OF SAID \$250 STREET, A DISTANCE OF 23- (1 FELT FOR A POINT OF BEGINNING, THENCE CONTINUING VEST PARALLEL WITH THE NORTH LINE OF SAID WEST 22ND STALET A DISTANCE OF 129.71 FEET TO A POUT OF THE WEST LINE OF SAID LITE A. THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 179 78 FEET TO A POINT ON THE SOUTH LINE OF VACAIED MEST 21ST STREET, THE ME TART ALONG THE SOUTH LINE OF SAID VACCISE STREET, A DISTANCE OF 129.70 FEET TO A POINT 114 16 FEET VEST US THE WEST LINE OF BAID VACATED SOUTH JEFTERNON STREET, THENCE ROUTA & DISTANCE OF 129-43 FEET TO THE POINT OF MEDICALING;

#### PARCEL 14:

THAT ALL THAT PART OF S. JEFFERSON STREET LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 3 IN BLOCK 37 AND LYING EAST OF AND ADDIONAL THE EAST LINE OF LOT 6 IN BLOCK 38 IN CANAL TRUSTELS' SUBDIVISION OF THE WEST BALF OF SECTION 21, TOWNSHIP 39 MORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL HERIDIAN, AND SO MUCH OF THE SOUTH EAST 1/4 AS LIES BY OF THE BOUTH BRANCH OF CHICAGO BIVEN, LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 1 TO 4 BOTH INCLUSIVE, AND THE EAST LINE OF SAID LOT 4 PRODUCED SOUTH 40 PEZT, IN JOHN & GEST'S SUBDIVISION OF THAT PAR'S HORTH OF 21ST STREET OF LOT 4 IN BLOCK 16 OF CANAL TRUSTLES SUBSTITITION AFOREMENT CONED. LYING EAST OF AND ALPOINING THE EAST LINE OF LOTE 27, 32, 35, 36, 39, 46, 45, 50, 11, 56, 57, 62, 63 18 SUBDIVISION OF LOT 1 IN BLOCK 38 OF CAMPL TRUSTEES SUBDIVISION AFOREMENTIONED, LYING WEST OF AND ADJOINING THE WELT LINE OF LITTS 24 T. 31, BOYN INCLUSIVE, AND THE WEST LINE OF SAID LOT 31 PRODUCED BONTH 23.52 FEET AND LYING SOUTH OF AND ADJOINING THE HORTH LINE OF SAID LOT 24 PRODUCED WEST 66 FEET IN O. W. DORMAN & SUSDIVISION OF PART OF BLOCK 37 OF CANAL TRUSTEES' SUPPLYISION AFOREMENTIONED AND LYING NORTHEADS OF AFD ADJOINING A LINE DRAWN FROM THE SCITHERLY COANS OF LOT 5 IN BLOCK 37 TO 178 INTERSECTION WITH THE EAST LINE OF LOT 4 IN BLOCK 38 AND A LINE 14 FEST MORTH OF AND PARALLEL WITH THE WATH LINE OF SAID LOT, IN CANAL TRUSTEES' SUBDIVISION AFOREMENTIONED, ALL THAY PART OF WEST TIST STREET OPENED BY CONDENSATION PROCEEDINGS ORLINANCE PASSED BY THE CITY COUNCIL OCTOBER 27, 1874, OFDER OF POSSESSION MAY 21, 1886, SUPERIOR COURT GENERAL NO. 8479 , BEING ATE THAT PART OF AND MEST SIE; MTREET RUNNING THROUGH LOT 3 AND 4 IN PLOCK 34 OF CANAL TRUNTEES! BUBDINISION AFOREM, STIONED, LISTNE FAST OF THE BOUTHERLY EXTENSION OF THE EAST CINE OF SCATH ROBLE STREET AS OPENED BY CONDEMNATION PROCEEDINGS, ONDINANCE PASSED BY THE CETY COUNCIL DELEMBER 6. 1880, ORDER OF POSESSION APRIL 24, 1886 SUPERIOR COURT GENERAL NO. 17505 ALL THAT PART OF STATES DESPLAINES STREET LYING EAST OF AND IDSOINING

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ZXIIIBIT A (continued)

THE EAST EINE OF LOTS 50, 60 AND 65 19THG WEST OF AND ADJOINING THE WEST LINE OF LOTS 50, 61 AND 64 AND LYING SOUTH OF AND ADJOINING THE COURT LINE OF THE HORTH 20 FEET OF SAID LOT 59 PRODUCED EAST 50 FEET IN SUBDIVISION OF LOT 1 IN SLOCK 36 OF CANAL TRUSTEES' BUBDIVISION AFOREMENTIONED TOGETHER WITH ALL THAT PART OF SAID SOUTH DES PLAINES STREET OPENED BY CONDEHNATION PROCEEDINGS, ORDINANTE PASSED BY THE CITY COUNCIL HARCH 9, 1885, ORDER OF POSSESSION JULY 3, 1885, SUPERIOR COURT GENERAL NO. 97099, BEING ALL THAT PART OF SAID 5, DESPLAINES STREET LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 5 IN JOHN 5, GEST'S SUBDIVISION AFOREMENTIONED AND LYING WEST OF AND ADJOINING THE VEST LINE OF LOT 1 TO 4, BOTH INCLUSIVE, IN SUBDIVISION OF LOTS 5 TO 8, INCLUSIVE, IN JOHN 8, GEST'S SUBDIVISION AFOREMENTIONED

AND
ALL THAT PART OF W. 29TH PLACE LYING HORTH OF AND ADJOINING THE NORTH
LINE OF LOT 3 IN BLOCK 37 ON LANAL TRUSTEES' SUBDIVISION AFOREMENTIONED
LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 31 AND LYING SEST OF
SAD ADJOINING THE EAST LINE OF SAID LOT 31 PRODUCED SOUTH 22:52 FEET IN
O. ALL DORMAN'S SUBDIVISION AFOREMENTIONED;

ALSO
SEL OF THE NORTH-ROUTH & FOOT PUBLIC ALLEY OPENED BY CONDENSATION
PROCEEDINGS ORDINANCE PASSED BY THE CITY COUNCIL HARCH 1, 1909 ORDER OF
POSSESSIGN AND ARY 27, 1913 CIRCUIT COURT GENERAL NO. 29063; BEING THE
WEST & FEET OF LOT 12 OF JOHN B GEST'S SUBDIVISION AFOREMENTIONED;
ALL THAT PART OF THO NORTH-SOUTH 16 FOOT PUBLIC ALLEY LYING EAST OF IND
ADJOINING THE EAST LINE OF LOTS 43, 44, AND 45 IN SUBDIVISION OF LOT 2
IN BLOCK 38 OF CANAL TRUSTEE'S SUBDIVISION AFOREMENTIONED, LYING WEST
OF AND ADJOINING THE EQUITALINE OF LOTS 59, 60, AND 65 AND LYING SOUTH
OF AND ADJOINING THE SOUTH LINE OF THE HORTH 20 FEET OF SAID LOT 59
PRODUCED WEST 16 FEET IN SUBDIMINATION OF LOT 1 IN BLOCK 38 OF CANAL
TRUSTEES' SUBDIVISION AFOREM ATTICNED

ALL THAT PART OF THE EAST-VEST 16 FOOT PUBLIC ALLEY DEDICATED AND RECORDED IN THE OFFICE OF THE RECOFDER OF DEEDS OF COOK COUNTY, ILLINDIS AUGUST 17, 1954, AS DOCUMENT 15190036, BEING ALL THAT PART OF THE SOUTH 16 FEET OF LOT 16 LYING WEST OF A LINE 11 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT, 10. SUBDIVISION OF LOT 1 IN BLOCK 36 OF CANAL TRUSTESS' SUBDIVISION AFOREWEST TOOL,

PARTS OF PUBLIC STREET HEREIN VACATED BEING FURTHOW ENGINEED AS ALL THAT PART OF S. JEFFERSON STREET LYING SETVEEN THE GOU'M LINE OF W CULLERTON STREET EXTENDED MEST, AND A LINE DRAWN FROM HOW INTERSECTION OF THE WESTERLY LINE OF S. LAMBER STREET AND THE EAST LINE OF S. REFERSON STREET TO THE INTERSECTION OF THE WEST LINE OF S. REFERSON STREET AS DOCUMENT THE NORTH INC OF W. CERMAK HOAD; ALL THAT FART OF W. 21ST STREET LYING SETVEEN S. JEFFURSON STREET AND THE EAST LINE OF S. RUBLE STREET EXTENDED SOUTH; ALL THAT PART OF S. BESPLAINES STREET LYING BETVEEN W. 21ST STREET AND ALL THAT PART OF S. BESPLAINES STREET LYING BETVEEN W. 21ST STREET AND

ALL TRAT PART OF S. BESPLAINES STREET LYING SETULES S. 2187 STREET AND ALINE 160.79 FEET, HORE OR LESS, HORTH OF AND PARALLEL THERETO,

AND ALL THAT PART OF V. 20TH PLACE LYING BETYEEN S. JEFFERS'N STHEET AND THE MEST LINE OF THE FIRST MORTH-SOUTH PUBLIC ALLRY EAST THEREOF EXTENDED SAUTH

AND SAID PUBLIC ALLEY AND PARTS OF WUBLIC ALLEYS NUREIN VACATED BEING PURTIES DESCRIBED AS ALL OF THE NORTH-ROUTH 8 FOUT PUBLIC ALLEY TOGETHER WITH ALL THAT PLAT OF THE KORTH-BOUTH 16 FOOT PUBLIC ALLEY LING SETWEEN W. 21ST STREET AND A LINE 160.79 FEET, SORE OR LESS NORTH OF AND PARALLEL THERETO, IN THE BLOCK BOUNDED BY W. 11ST STREET, S. CAMALPORT AVENUE, S. DESPLAINES STREET AND S. BUBLE STREET

THE WEST BOOK COUNTY, ILLINOIS.

P1 PN# 17-21-521-04

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CERTIFICATE OF CHHERSHIP AND MERCLE JOANNA-NESTERN MILLS COMPANY JOANNA MOLDINGS, INC.

Apurauent to section 153 of the General Corporation (au of Delaware)

JOANNA MOLDING INC. & Delaware corporation (the

General Corporation La the State of Delaware,

SECOND: That the Corpora, on owns all of the outstanding Shares of each class of the calling street of Johnshamering Hitts COMPANY ("Joanna"), a Delawire corporation.

THIRD: That the Corporation, by the collowing resolutions THIND: THE COCPORATOR DY ING COLLOWING TERDING!

Of its Board of Directors, duly complete on the 35th day of the Decreator, 1986, determined to mercuriate into itself Joanna or the medical same and the state of the same of conditions set forth in such resolutions:

RESOLVED, that the Corporation mores into itself the METER: JOSHUE MESTERN MILLS CONTRACTOR STREET AND STREET MILLS CONTRACTOR STREET AND STREET MILLS CONTRACTOR STREET AND S proposity executing and filling with the Secretary of the State of Delivate a Certificate of Ownership and Berger!

RESOLUED, that the introduction will espuse any and all liabilities and obligations of Joanna: and the it further and be it furthe.

RESOLVED, that the President and Secretary of the Corporation be, and they haveb, are authorized and directed to make, execute and acknowledge a certificate of owner anip The man available totth & cond of the teachers of the same of the Joanna into this Corporation, to assume Joanna and an annual services and an annual service and obligations as of the date of adoption thereo. and to the same and such other documents in accordance ith the lave of the State of Delaware, and be it further

RESOLVED, that the proper officers of the Corporation and they hereby are, authorized and directed to take any and all other actions necessary and proper to effect the tisheadtions contemplated by the Heiget under the lave of the State of Delaware.

## AGREEMENT OF AERGER ESTABLY JOANNA MOLDTHUS, INC. AND JOANNA MESTERN HILLS COMPANY

Agreement of Merger, dated as of December 29, 1989, by and Letzeen Joanns Hestern Rills Company, a Delaware corporation ("Joanne") and Joanna Holdings, Inc., a Delaware corporation (hereinaliter referred to as "Holdings" or the ("Surviving Corporation"). (Holdings and Joanna sometimes are referred to jointly as the "Constituent Corporations.")

Boldings is a corporation duly organized and existing under the laws of the itate of Delayare and has authorized capital stock consisting of 1,300 shares of common stock, no par value ger share, of which 46(1) shares are issued and outstanding and owned of second by Joanna Mastern Consumer Products, Inc., a Delaware corporation ("Consumer") and 535.1 shares are issued and outstanding and owned of record by Joanna Mestern Industrial Products, Inc., a Delaware corporation ("Industrial").

Joanna is a corporation duly organized and existing under the laws of the State of Delaware and has authorized capital stock consisting of 1,000 shares of communistack, no par value per share, of which 85.7 shares are issued and outstanding and council of record by Holdings.

The respective Soards of Directors of the Constituent Corporations does it desirable and in the best intersets of each corporation and its stor holders that Joanna be merged with and into Moldings, which she has be the surviving corporation, on the terms set forth hereing or and have directed that this Agreement be submitted to the story olders of the Constituent Corporations for approval.

In consideration of the foregoing premises and of the mutual agreements hereinafter contained, the parties he eto agree as Pallows:

#### ARTICLE I

1.01 On the Effective Date (as hereinafter defined), Johnna shall be marged into Holdings, the separate existence of Johnna shall cease an Holdings shall be the surviving corporation pursuant to the laws of the State of Delaware on the terms and conditions herein described. The name of the Surviving Corporation shall be Johnna Western Hills Company with its principal effices at 2141 South Jefferson Street, Cnicago, 2112000 68616.

- 1.02 The merger shall become effective at 2:00 p.m. On Mednesday, December 31, 1986 (the "Effective Date") by which time and date all of the following events shall have occurred:
  - A. the adoption of this Agreement of Merger by the requisite votes of the respective stacknolders of Joanna and Roldings pursuant to the General Corporation Law of the Statu of Delaware; and
  - 2. the execution and filling with the Secretary of State of the State of Delaware of the Articles of Merge: and the recording thereof with the Recorder of New Castle County, Delaware, as required by Section 251 of the General ecorporation Law of the State of Delaware.
- amended a try provision of this Agreement of Merger may be smended at any time before or after the approval of the stockholders of Joanna and Moldings, by written agreement by Joanna and Foldings, authorised by their respective Boards of Directors, provided, however, that after the effective date of the approval by the Holdings stockholders of this Agreement of Merger, no amendment shall be made which reduces the amount or changes the form of consideration to be delivered to the Boldings stockholders as contemplated by this Agreement of Merger.
- 1.06 This Agreement of Merger may be terminated by the Board of Directors of either of the Constituent Corporations at any time before the filing of this Agreement of Merger with the Secretary of State of the State of Delawere notwithstanding approval of this Agreement of Larger by the stockholders of either or both of the Constituent Corporations.
- 1.05 In the event of the failure of any condition precedent hereunder or the turmination of this agreement of Merger, this Agreement of Merger shall be void and here no effect, and there shall be no liability on the part of any of the parties or any director, officer or stock. .der thereof.

#### ARTICLE II

2.01 The Certificate of Incorporation of Boldians is hereby amended by deleting "Joanna Boldiags, Inc." and substituting in lieu thereof "Joanna Mestern Mills Company" is the title and in the first sentence of Article I of the Certificate, and stall be and constitute the Certificate of Incorporation of the Bu. viving Corporation until further amended, altered or repealed as provided therein or by law. A copy of said Certificate of Incorporation may be ce. Ified as a separate document as the Certificate of Incorporation of the Surviving Corporation.

IN WITHERS WHEREOF, this Agreement of Merger has been approved by the respective Scarda of Directors of Holdings and Joanna and is hereby executed the date and year first above written by the purper officers of Holdings and Joanna and the corporate seal of each has been hereto affixed.

JOANNA MOTHER HILLS COMPANY

PROPIDENT

ATTEST:

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I, Great Francis Va , Secretary of JOANNA WESTER:

NILLS COMPANY, a Delaware Corporation, hereby certify that the
Scringoing Agreement of Merger was submitted to and was duly
adopted by written consent of the stockholders of said
corporation holding a majority of stock on December 29, 1986, in
accordings with Section 228 of the General Corporation Law of the
State of Delaware, and that the notice required by Section 228(c)
was given to inose stockholders who have not consented in
writing.

IN WITHERS TPENTOF. I have becounte set my hand and affixed the corporate seal of said corporation this 29th day of December, 1986.

and secretary

SEAL

Assistant

I, Grace Remark Percetary of JORMA MOLDINGS, INC., a Delaware Corporation, hereby certify that the foregoing to Agreement of Merger was submitted to, and was half adopted by, all of the stockholders of said corporation by unreleases written and consent executed on December 39, 1986, in accordance with Lection 27 278 of the General Corporation Law of the State of Celawary.

IN WITHERS WHEREOF, I have hereunto set my hand and efficed the corporate seel of said corporation this 39th day of Decades, 1986.

and society

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debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest of, or belonging to, or di. to each of the Constituent Corporations, shall be taken and deemed to be transferred and wasted in the Surviving Corporation without further act or deed; and the title to all real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert nor be it. The constituent of the second of the merger.

liable for all of the liabilities and obligations of each of the Constituent Corporations; and any claim existing or action of proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the marger had not taken place of the Surviving Corporation may be substituted in its place, and nother the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the marger.

4.03 On the Effective Date, the assets, liabilities, rescives and accounts of the Constituent Corporations shall be recorded on the books of the Furtiving Corporation at the assumts at which they, respectively, that then be carried on the broks of said Constituent Corporations, jubject to such adjustments, or eliminations of inter-company items, as so appropriate in giving effect to the merger.

4.04 All corporate acts, resolutions, plans, policies contracts, approvals and authorisations of the Constituent Corporations, their stockholders, boards of directors, committees elected or appointed by the boards of directors officers and agents, which were valid and effective mediac(1) prior to the sesol loss, plans, policies, contract porses officers and such sations of the Surviving Corporation and analy he as effective rate.

d.05 If at any time the Survivin: Corporation shall consider or be advised that any further ast graent or assurance in law is necessary or desirable to vast in the Surviving Corporation the title to any property, franchise, privilege or right of either of the Constituent Corporations and otherwise to carry out the purposes of this Agreement of Herger, the proper office: a and 2 rectors of Joanna shall execute and make all such proper assignme as and assurances in law and do all things necessary or proper to vest such property or right in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement of Morger. The officers and directors of Joanna thereby irrevocably appointed agents of the Constituent Corporations for the purposes set forth in this subscrittent.

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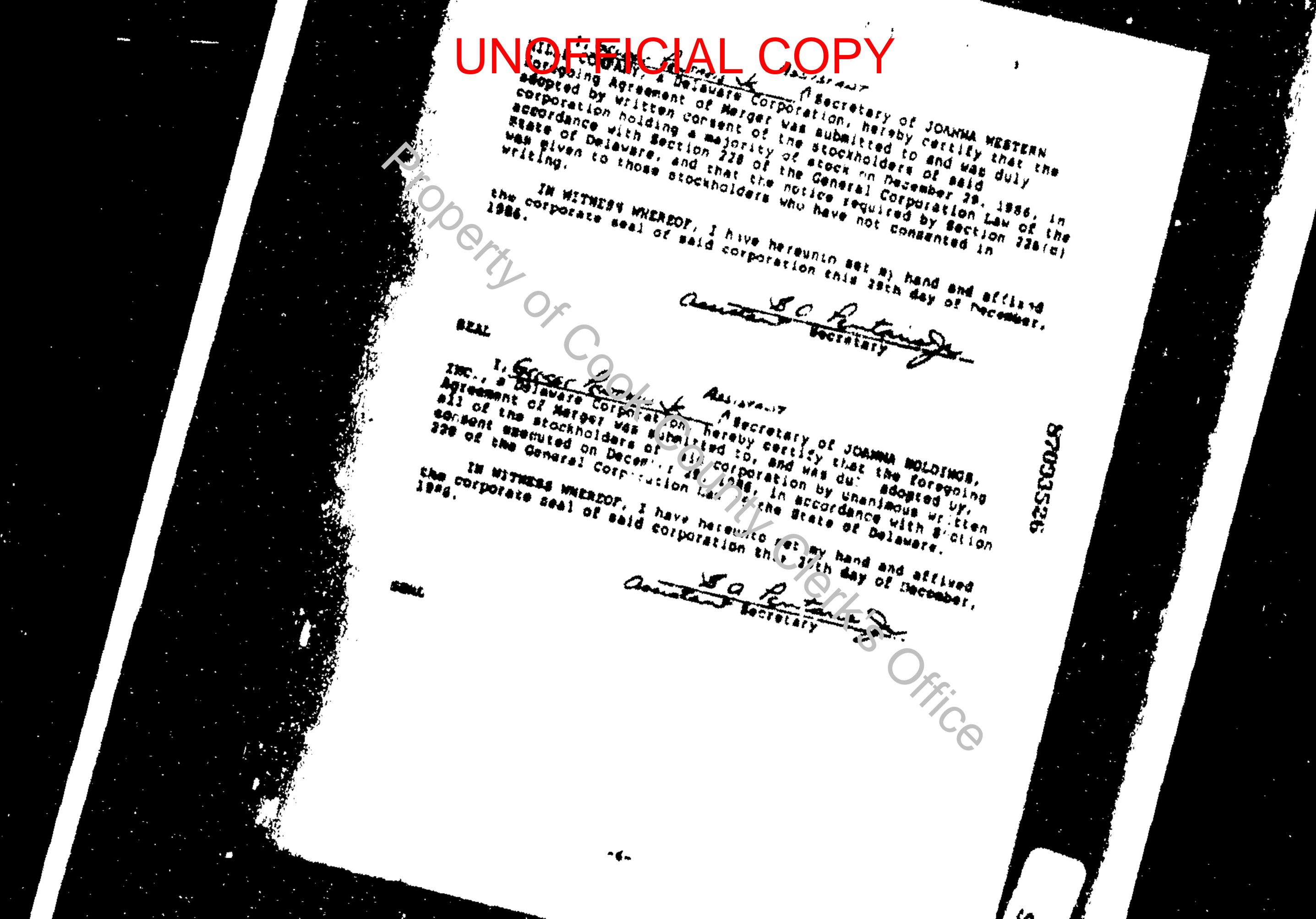


EXHIBIT B

CERTIFICATE OF OMMERSHIP AND RESGER
MENGING
JOANNA HOLDINGS, INC.
INTO
JOANNA WESTERN INDUSTRIAL PRODUCTS, INC.

(Purpuant to Section 353 of the General Comparation Law of Delaware)

JOANNA MESTERN IMPOURTAL PRODUCTS, INC., a Delaware corporation (the "Corporation"), does hereby certify:

PIRST: That the Corporation is incorporated pursuant to the General Corporation Law of the Stree of Delaware.

shares of each class of the capital steek of Joanna Boldings, Inc., a Delaware eorporation.

TRIRD: That the Corporation, by the following resolutions of its Board of Directors, duly adopted on the 37th May of December, 1986, determined to merge into itself Jenny Boldings, Inc., on the conditions set forth in such resolution.

RESCLUED, that the Corporation merce into itself Jeanna Moldings, Inc. (the "Merger") by properly executing and filling with the Socretary of State of the State of Delicare a certificate of ownership and merger; and be it further

approxysp, that the Corporation will assume any and all liabilities and obligations of Joanna Holdings, Inc., and be it further

Exposation be, and they hereby are, authorised and directed to make, execute and arknowledge a sertificate of or rerahip and marger setting forth a copy of the resolutions to merge Josana Heldings, Inc. into this Corporation and to essues asid subsidiary's liabilities and chliquions as of the date of adoption thereof and to file the same and such other documents as may be required in accordance with the laws of the State of Delaware; and he it further

RESOLVED, that the proper officers of the Co poration be, and they hereby are, authorised and directed to take any and all other actions necessary and proper to effect the transactions sontemplated by the Merger under the laws of the State of Delaware.

STUDY S

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AURCEMENT OF MENGER
POLETIES, INC.

JOANNA WESTERN INDUSTRIAL PRODUCTS, INC.

Agreement of Merger, dated as of December 29, 1986 by and between Joanna Mcidings, Inc., a Delaware corporation ("Moldings") and Joanna Mestern Industrial Products, Inc., a Delaware corporation (Werelnafter referred to as "Joanna" or the "Surviving Corporation ; "Joanna and Moldings sometimes are referred to jointly as the Constituent Corporations.")

Roldings is a corporation July organized and smisting under the laws of the state of Delaware and has authorized dapital stock consisting of 1,000 shares of grown stock, no per value per share of which 33%.1 shares are issued and outstanding and sweed of record by Joanna.

Joanna is a corporation duly organized and existing under the laws of the State of Delaware and has authorized capital stack consisting of 1,000 shares of common stock, no per value per share, of which 100 sharer are issued and outstanding and cumed of record by Joanna We. .rh Suldings, Inc., a Delivers corporation.

The respective Boards of Directors of the Constitue, t Corporations deem it desirable and in the best interests of each corporation and its stockholders that Noisings be merged with und isto Joanna, which shall be the surviving corporation, on the terms set forth hereinafter and have directed that this Agreement be submitted to the stockholders of the Constituent Corporations for agreeval.

In consideration of the foregoing premises and of the mutual agreements hereinafter occasioned, the parties hereto agree as follows:

1.01 On the Effective Date (as hereinafter defined), Moldings shall be merged into Joanna, the separate existence of Moldings shall care and Joanna shall by the surviving corporation pursuant to the laws of the trate of Delavare on the terms and conditions herein described. The same of the Surviving Corporation shall be Joanna Western Endustrial Products, Inc. with its principal offices at 3161 South Je Terson Street, Chisago, Illinois 60616.

1.82 The Herger shall become effective at 3:30 p.m. on Wednesday, December 31, 1986 (the "Effective Date") by which time and date the last of the following events shall have occurred:

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A. the adoption of this Agreement of Merger by the requisite votes of the respective stockholders of Joanna and Moldings pursuant to the General Corporation law of the State of Delaware; and

B. the execution and filing with the Secretary of State of the State of Delaware of the Articles of Merger and the recording thereof with the Recorder of ew Castle County, Delaware, as required by Section 251 of the General Corporation Law of the State of Delaware.

1.03 Any provision of this Agreement of Merger may be amended at any time bricks or after the approval of the stockholders of Joenna and Holdings, by written agreement by Joenna and Holdings, authorized by their respective Boards of Directors, provided, however, that after the effective date of the approval by the Joenna stockholders of this Agreement of the approval by the Joenna stockholders of this Agreement of Herger, no amendment shall be approved to the Joenna changes the form of consideration to be delivered to the Joenna stockholders as contemplated by this Agreement of Merger.

L.04 This Agreement of Merger may be erminated by the Board of Directors of either of the Constituent Corporations at any tir before the filing of this Agreement of Merger with the Secretary of State of the State of Delaware notationstanding approval of this Agreement of Merger by the stocholders of either or both of the Constituent Corporations.

1.05. In the event of the failure of any condition precedent hereunder or the termination of this Agreement of Merger shall be void and have so effect, and there shall be no liability on the part of any of the parties or any director, officer or stockholder thereof.

#### ARTICLE II

2.01 The Cartificate of Incorporation of Joanna as in effect on the Effective Date shall be and constitute the Cartificate of Incorporation of the Surviving Corporation until further amended, altered or repealed as provided therein or by 18. A copy of said Cartificate of Incorporation may be a lifed as a separate document as the Cartificate of Incorporation of the Surviving Corporation.

2 02 The Sy-Laws of Joanna as in effect on the Effective Data shall be and constitute the Sy-Laws of the Surviving Corporation, until smended, altered or repualed as provided therein or by law.

3.03 The Board of Directors of the Surviving Corporation shall hold office until the an.ual meeting of the stockholders of the Surviving Corporation, and until his successor shall have been duly elected and shall have qualified, or until his sarlier deth, resignation, or removal. The respective names and addresses of such directors are as follows:

Jeffeny L. Kenner Benger & Company, Inc. 137 Medison Avenue 137 Medison Avenue 138 Tork, New York 10022

Hone to Lieuteny, Inc. 437 Mariago, Avanue New York, New York 10022

Merbert Max Merger. Brown & Pirit S25 Medinon Avenue Ter York, New York 1/027

## Activities 11

- 3.01 The manner and besis of converting the capital stock of Joans and Moldings into cash and the escurities of the Surviving Corporation on the Effective Date shall be as follows:
  - and outstanding immediately prior to the Effective Date, is concelled and all rights in respect thereis bereby con.
  - Walue, seet d and outstanding immediate y prior to the Effective Cate, is changed and converted, without fifther share of \$0.01 per value common stock of the Surviving Outporation.

## APTICLE IV

fights, privileges, powers, immunities and franchises, of a public an well as of a private nature, of each of the Constituent Corporations; and all proper: real, personal and mixed, and all seets due on whatever account neluding subscriptions to shares, and all other choses in action, and all and every other interest of, or selenging to, or due to each of the Constituent

IN WITHESS MMEREOF, this Agreement of Merger has been epuroved by the respective Boards of Directors of Joseph and is hereby executed the date and year first above written by the proper officers of Joseph and Middle and the correcte seal of each has been hereto affixed.

JOANNA WESTERN NIZZE COMPANY

eyi Con president

ATTES!

and Ba Pentang

SEAL

JOANNA MEETEN INCLOSMIAL PRODUCTS.

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ATTEST

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ASSISTANT.

a Delaware Corputation, nameby certify that the foregoing Agreement of Merger was submitted to and use duly adopted by written consent of the stockholders of said corporation tolding a sejority of stock on December 29, 1986, in accordance with seat on 228 of the General Corporation Law of the State of Delavato, and that the notice required by westion 338(c) was given to those stock holders who have not consented in witting.

TH MITTERS METREOF, : have hereunto set my hand and affixed corporate weak of said corporation this 25th day of December,

La Contain

Belawers Corporation, hereby cureity that the foregoing Agreement of Merger was submitted to, and was duly adopted by, all of the atockholders of soid corpetation by December 29, 1986, in accordance with aretion 250 of the General Corporation Law of the State of Delaware.

IN WITHESS WEERSOF, I have hereunto set as hand and allimed the corporate seel of said corporation this 25th day of December.

## AGRELMENT OF MERGER BETWEEN JOHNA ROLDINGS, INC.

JOANNA WESTERN INCUSTRIAL PRODUCTS, INC.

Agreement of Morger, dated as of December 29, 1986 by and between Joanna Holdings, Inc., a Delaware corporation ("Moldings") and Joanna Western Industrial Products, Inc., a Delaware corporation (because referred to as "Joanna" or the "Surviving Corporation 1 (Joanna and Moldings sometimes are referred to jointly as the "Constituent Corporations.")

Moldings is a corporation (u) organized and existing under the laws of the State of Delaware and has authorized capital stock consisting of 1,000 shares of romaon stock, no par value per share of which 535.1 shares are 'ssued and outstanding and owned of record by Joanna.

Joanna is a corporation duly organized and existing under the laws of the State of Delaware and has authorized capital atock consisting of 1,00° shares of common stock, no par value per share, of which 100 shares are issued and outstanding and owned of record by Joanna Mestern Moldings, Inc., a belowere corporation.

The respective Boards of Directors of the Constituent Corporations deem it desirable and in the best interests of each corporation and its stockholders that Moldings be merged with any into Joanna, which shall be the surviving corporation, on the terms set forth hereinafter and have directed that this Agreement be submitted to the stockholders of the Constituent Corporations for approval.

In consideration of the loregoing premises and of the nutual agreements hereinafter contained, the parties hereto agree as follows:

1.61 On the Effective Date (as hereinafter defined), Holdings shall be marged into Joanna, the separate existence of Holdings shall cease and Joanna shall be the surviving corporation pursuant to the laws of the State of Delawars on the terms and conditions herein described. The name of the Surviving Corporation shall be Joanna Wastern Industrial Products, Inc. with its principal offices at 2141 South Jefferson Street, Chicago, Illinois 60616.

1.02 The Merger shall become effective at 3:30 p.m. on Mednesday, December 31, 1986 (the "Effective Date") by which time and date the last of the following events shall have occurred:

A. the adoption of this Agreement of Merger by the (equisite votes of the respective stockholders of Juanna and Moldrigs pursuant to the General Corporation Law of the State of Delaware; and

- S. the execution and filing with the Secretary of State of the accre of Delaware of the Articles of Merger and the recording ther of with the Recorder of New Castle County, Delaware, as required by Section 351 of the General Corporation Law of the State of Delaware.
- 1.03 Any provision of the Agreement of Merger may be amended at any time before or after the approval of the stockholders of Joanna and Moldings, by written agreement by Joanna and Moldings, authorized by their respective Mostda of Directors, provided, however, that after the affective date of the approval by the Joanna stockholders of this Agreement of Merger, no amendment shall be made which reduces the amount or changes the form of consideration to be delivered to the Joanna stockholders as contemplated by this Agreement of Merger.
- 1.04 This Agreement of Merger may be terminated by the Board of Directors of silver of the Constituent Corporations at any time before the filing of this Agreement of Merger with the Secretary of State of the State of Delaware notwithstanding approval of this Agreement of Merger by the stockholders of withur or both of the Constituent Corporations.
- 1.95. In the event of the feilure of any condition precedent hereunder or the term:nation of this Agreement of Rerger, this Agreement of Merger shall be void and have no offect, and there shall be no liability on the part of any of the parties or any director, officer or stockholder thereof.

### ARTICLE 11

- 3.81 The Certificate of Incorporation of Joanna as in effect on the Effective Data shall be and constitute the Certificate of Incorporation of the Surviving Corporation until Surther smended, altered or repealed as provided therain or by law. A copy of said Certificate of Incorporation may be certified as a separate document as the Certificate of Incorporation of the Surviving Corporation.
- 2.02 The By-Laws of Joanna as in effect on the Effective Date shall be and constitute the By-Laws of the Surviving Corporation, until asended, altered or repealed as provided thereis or by law.

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2.03 The Board of Directors of the Eurviving Corporation shall hold office until the annual meeting of the atockhousers of the Eurviving Corporation, and until his successor shall have been duly elected and shall have qualified, or until his earlier death, resignation, or removal. The respective names and addresses of such directors are as follows:

Jeffrey L. Menner Menner & Cumpany, Inc. 437 Madison Avenus New York, New York 10072

John Beldwin Meener & Company, Inc. 437 Mediaon Avenue New York, New York 19822

Mayer, Brown & Flatt 330 Madison Avenue Man York, Man York 10023

## ANTICLE ALL

- 3.01 The manner and basis of converting the capital stock of Joanna and Moldings into cash and the securities of the Surviving Corporation on the Effective Date shall be as follows:
  - and outstanding immediately prior to the Effective Date, is cancelled and all rights in respect thereof hereby cease.
  - alce, issued and outstanding immediately prior 'c the Effective Date, is changed and converted, without further action of the corporation or its stockholders, into some charge of \$0.01 per value common atock of the Surviving Corporation.

## WITCH IV

eights, privileges, powers, immunities and franchises, o a public as well as of a private neture, of each of the Constituent corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in ection, and all and every other interest of, or belonging to, or due to each of the Constituent

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Corporations, shall be taken and deemed to be transferred and vested in the Surviving Corporation without further act or deed; and the title to all real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert nor be in any way impaired by reason of the merger.

- 4.02 The Survivine Carporation shall be responsible and liable for all of the liabilities and obligations of each of the Constituent Corporations; and any claim existing or action proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the serger had not taken place, or the Surviving Corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the merger.
- 4.03 On the Effective Date, the asset. liabilities, reserves and accounts of the Constituent Corporations shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of said Constituent Corporations, subject to such adjustments, or eliminations of inter-company items, as may be appropriate in giving effect to the merger.
- 4.04 All corporate acts, resolutions, plans, policies, contracts, approvals and authorizations of the Constituent Corporatic s, their stockholders, boards of directors, constituent sharted or appointed by the boards of directors, officers and agents, which were valid and effective immediately prior to the Effective Date shall be taken for the corporare acts, resolutions, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon to the same degree as before the Effective Date.
- 4.01 If at any time the Surviving Corporation shall consider .. be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Corporation the title to any property, franchise, pr.vi.ege or right of either of the Constituent Corporations and otherwise to carry out the purposes of this Agreement of Marger, the proper officers and directors of Journa shall execute and make all such proper assignments and escurances in law and do all things necessary or proper to rest such property or right in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement of Marger. The officers and directors of Joanna are hereby irravocably appointed agents of the Constituent Corporations for the purposes set forth in this subsection.

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TO WITHESS NEEREOF, this Agreement of Heiger has been approved by the respective Boards of Directors of Joanna and Hara with and in hereby executed the date and year first above written by the proper officers of Joanna and Mills and the prope

JOANNA NESTERN MYCES CONPANY

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Joanna Westerm Industrial Fairducte.

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ATTEST:

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Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

Will Mark



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Page	Record Book No.	Document No.			TO		CERTIFIED COPY	JESSE WHITE  RECORDER OF DEEDS / REGISTRAR OF TORRENS TITLES COOK COUNTY, ILLINOIS

118 NORTH CLARK STREET + CHICAGO, ILLINOIS 80802-1387 + (312) 443-5080