

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 11 day of October 1994, by and between General Electric Capital Corporation, a New York corporation ("Mortgagee"), and Office Depot ("Lessee").

DEPT-01 RECORDING \$39.00
T#2222 TRAN 0496 10/28/94 14:59:00
#4202 + KB #94-922716

RECITALS

Lincoln Village Investments Limited Partnership, an Illinois limited partnership

A. Mortgagee has made or intends to make a loan (the "Loan") to Lincoln Village Investments Limited Partnership, an Illinois Corporation ("Borrower"), for the purpose of financing or refinancing the improved real property situated in Cook County, Illinois, being more particularly described in Exhibit A, attached hereto and incorporated herein by reference, such loan to be secured by a Mortgage and Security Agreement (the "Mortgage"), which mortgage constitutes a lien or encumbrance on the aforesaid property and improvements, located thereon (collectively called the "Project"); and

B. Lessee is the holder of a leasehold estate in and to a portion of the Project (the property which is the subject of such leasehold estate being referred to as the "Demised Premises"), pursuant to the terms of the lease agreement (the "Lease") dated 3/27/92, and executed by Lessee and Lincoln Village Investments Limited Partnership, as amended ("Lessor"), or one of the prior owners of the Project; and

C. Lessee and Mortgagee desire to confirm their understandings with respect to the Lease and the Mortgage.

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AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, Lessee and Mortgagee agree and covenant as follows:

1. Non-Disturbance. Mortgagee agrees that it will not disturb the possession of Lessee under the Lease upon any judicial or non-judicial foreclosure of the Mortgage or upon acquiring title to the Project by deed-in-lieu of foreclosure, or otherwise, if the Lease is in full force and effect and Lessee is not then in default under the Lease, and Mortgagee will accept the attornment of Lessee thereafter so long as Lessee is not in default under the Lease, and that Mortgagee will recognize Lessee's rights set forth in the Lease.

beyond any cure period

2. Attornment. If the interests of Lessor in and to the premises are owned by Mortgagee by reason of any deed-in-lieu of foreclosure, judicial foreclosure, sale pursuant to any power of sale or other proceedings brought by it or by any other manner, including, but not limited to, Mortgagee's exercises of its right under any collateral assignment(s) of

The term "Lease" is defined to include the lease dated March 27, 1992, the First Amendment to Lease dated 1992, the letter agreement pertaining to the square footage of the Demised Premises dated March 3, 1993, the Second Amendment to Lease dated September 13, 1993, the Lease Term Commencement Date Acknowledgment dated September 15, 1993, the Third Amendment to Lease dated October 12, 1993, and the Fourth Amendment to Lease to be executed at the time of the funding of the Loan.

39

Please return to: Jim Shaw
Ticor Title Insurance BOX 15
203 N. LaSalle, Suite 1400
Chicago, IL 60601
Re: 94-922716

# UNOFFICIAL COPY

ADDRESS

ADDRESS

IN THE COUNTY OF COOK, ILLINOIS

State of Illinois, County of Cook

Know all men by these presents, that I, the undersigned, do hereby certify that the following is a true and correct copy of the original as the same appears from the records of the County of Cook, Illinois:

TO-WIT: The original of the following instrument, to-wit:

A certain instrument of writing, to-wit:

A certain instrument of writing, to-wit:

A certain instrument of writing, to-wit:

A certain instrument of writing, to-wit:

A certain instrument of writing, to-wit:

COPIES

TO-WIT: The original of the following instrument, to-wit:

A certain instrument of writing, to-wit:

A certain instrument of writing, to-wit:

A certain instrument of writing, to-wit:

A certain instrument of writing, to-wit:

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

RE

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leases and rents, and Mortgagee succeeds to the interest of Lessor under the Lease, Lessor and Lessee shall be bound to each other under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extension thereof duly exercised by Lessee with the same force and effect as if Mortgagee were the Lessor under the Lease; provided, however, that Mortgagee shall not be required to complete the construction of any improvements or otherwise perform the obligations of Lessor under the Lease in the event of a foreclosure of the Mortgage prior to full completion of such improvements, and Lessee does hereby attorn to Mortgagee, as its lessor, said attornment to be effective and self-operative, without the execution of any further instruments on the part of any parties hereto, immediately upon Mortgagee's succeeding to the interest of Lessor under the Lease; provided, however, that Lessee shall be under no obligation to pay rent to Mortgagee until Lessee receives written notice from Mortgagee that Mortgagee has succeeded to the interest of the Lessor under the Lease or otherwise has the right to receive such rents. The respective rights and obligations of Lessee and Mortgagee upon such attornment, should be in accordance with the leases of landlord and tenant to the extent of the then remaining balance of the term now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference, with the same force and effect as if set forth at length herein.

Lessor  
and  
Lessee

Lease

3. **Mortgagee's Obligations.** If Mortgagee shall succeed to the interest of Lessor under the Lease, Mortgagee, subject to the last sentence of this Paragraph 3, shall be bound to Lessee under all of the terms, covenants and conditions of the Lease; provided, however, that Mortgagee shall not be:

- (a) Liable in damages for any act or omission of any prior lessor (including Lessor); or
- (b) Subject to the offsets or defenses which Lessee might have against any prior lessor (including Lessor) except for breaches of the Lease of which Mortgagee has been given notice pursuant to Paragraph 5 of this Agreement; or
- (c) Bound by any rent or additional rent or advance rent which Lessee might have paid for more than the current month to any prior lessor (including Lessor), and all such rent shall remain due and owing notwithstanding such advance payment; or
- (d) Bound by any security or advance rental deposit made by Lessee which is not delivered or paid over to Mortgagee and with respect to which Lessee shall look solely to Lessor for refund or reimbursement; or

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except that Lessee shall be permitted to complete such improvements as specified in the Fourth Amendment to Lease (to be executed at the time of the funding of the Loan), and offset costs of same against Minimum Rent.

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COOK COUNTY CLERK'S OFFICE

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(e) Except as permitted by the terms of the Lease, bound by any amendment or modification of the Lease so as to materially reduce the rents and other charges payable thereunder, or shorten the term thereof, or adversely affect the rights or increase the obligations of the Lessor thereunder or any prepayment of rents or other charges under the lease for more than one month in advance made without its consent and written approval, which will not be unreasonably withheld.

Neither General Electric Capital Corporation nor any other party who from time to time shall be included in the definition of Mortgagee hereunder, shall have any liability or responsibility under or pursuant to the terms of this Agreement after it ceases to own an interest in or to the Project. Nothing in this Agreement shall be construed to require Mortgagee to see to the application of the proceeds of the Loan, and Lessee's agreements set forth herein shall not be impaired on account of any modification of the documents evidencing and securing the Loan. Lessee acknowledges that Mortgagee is obligated only to Borrower to make the Loan only upon the terms and subject to the conditions set forth in the agreements between Mortgagee and Borrower pertaining to the Loan. Lessee further acknowledges and agrees that neither Mortgagee nor any purchaser of the Project at foreclosure sale of any grantee of the Project named in a deed-in-lieu of foreclosure, nor any heir, legal representative, successor, or assignee of Mortgagee or any such purchaser or grantee, has or shall have any personal liability for the obligations of Lessor under the Lease; provided, however, that the Lessee may exercise any other right or remedy provided thereby or by law in the event of any failure by Lessor to perform any such material obligation.

of which Lessee has no knowledge.

4. **Subordination.** The Lease and all rights of Lessee thereunder are subject and subordinate to the Mortgage and to any and all advances made on the security thereof and to any and all increases, renewals, modifications, consolidations, replacements and extensions of any such Mortgage. This provision is acknowledged by Lessee to be self-operative and no further instrument shall be required to effect such subordination of the Lease. Lessee shall, however, upon demand at any time or times execute, acknowledge and deliver to Mortgagee any reasonable instruments and certificates that may be necessary or proper to confirm or evidence such subordination. However, notwithstanding the generality of the foregoing provisions of this paragraph, Lessee agrees that the Mortgagee shall have the right at any time to subordinate any such Mortgage to the Lease on such terms and subject to such conditions as the Mortgagee may deem appropriate in its discretion. Lessee, for itself and its successors and assigns, agrees that, without the prior written consent of Mortgagee, Lessee will not (a) enter into any subordination agreement with any person other than Mortgagee or otherwise subordinate this Lease to any other lien or encumbrance; or (b) agree to attorn to or recognize any purchaser of the Project at any foreclosure sale under any lien other than that of the Mortgage of any transferee who acquires the Project by deed in lieu of foreclosure or otherwise under any lien other than that of the Mortgage (provided, however, that this provision shall not be deemed to constitute

Mortgagee

reasonable

subject to Lessee's obligations under applicable law,

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Mortgagee's consent to the placing of any lien other than the Mortgage on the Project).

5. **Notice.** Lessee agrees to give written notice to Mortgagee (whose name and address previously shall have been furnished to lessee in writing) of any default by Lessor or Borrower under the Lease not less than thirty (30) days prior to terminating the Lease or exercising any other right or remedy thereunder or provided by law. Lessee further agrees that it shall not terminate the Lease or exercise any such right or remedy provided such default is cured within such thirty (30) days; provided, however that if such default cannot by its nature be cured within thirty (30) days, then Lessee shall not terminate the Lease or exercise any such right or remedy, provided the curing of such default is commenced within such thirty (30) days and is diligently prosecuted thereafter. Such notices shall be delivered by certified mail, return receipt requested to:

Senior Investment Manager  
GE Capital Corporation  
209 West Jackson  
Chicago, Illinois 60606

6. **Mortgagee.** The term "Mortgagee" shall be deemed to include General Electric Capital Corporation and any of its successors and assigns, including anyone who shall have succeeded to Lessor's interest in and to the Lease and the Project by, through or under judicial foreclosure or sale under any power or other proceedings brought pursuant to the Mortgage, or deed-in-lieu of such foreclosure or proceedings, or otherwise.

7. **Modifications and Successors.** This Agreement may not be modified orally or in any manner other than by an agreement, in writing, signed by the parties hereto and their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

8. **Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

9. **Mortgagee** agrees that the mortgage and any security instrument executed in connection therewith shall not cover or be construed as subjecting in any manner to the lien thereof any trade fixtures, signs, equipment or other personal property of Lessee at any time furnished or installed by or for Lessee on or within the Demised Premises, regardless of the names of attachment.

Notwithstanding the above, in the event of emergency circumstances, the notice and cure periods afforded Lender hereunder shall not 4 exceed the notice and cure periods, if any, expressly provided to the Landlord in the Lease under such circumstances.

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Official Record of the Board of Supervisors of Cook County, Illinois

RESOLUTION NO. 12345  
PASSED AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, HELD AT THE COURT HOUSE, CHICAGO, ILLINOIS, ON THE 15TH DAY OF JANUARY, 1998.

WHEREAS, the Board of Supervisors of Cook County, Illinois, has received a request from the Board of Directors of the Cook County Health Department for the establishment of a new department within the County;

AND WHEREAS, the Board of Supervisors of Cook County, Illinois, has determined that it is in the best interests of the County to establish such a department;

IT IS HEREBY RESOLVED, that the Board of Supervisors of Cook County, Illinois, do hereby approve the establishment of the Cook County Health Department as a separate department within the County.

AND IT IS FURTHER RESOLVED, that the Board of Supervisors of Cook County, Illinois, do hereby authorize the Board of Directors of the Cook County Health Department to execute all necessary documents to carry out the purposes of this resolution.

IN WITNESS WHEREOF, the Board of Supervisors of Cook County, Illinois, has caused this resolution to be signed by its Clerk and the same to be attested by its Secretary, this 15th day of January, 1998.

ATTEST:

CLERK OF BOARD OF SUPERVISORS  
SECRETARY OF BOARD OF SUPERVISORS

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

## MORTGAGEE

Attest (as to Mortgagee)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation

By: Bernard P. Blake

Name: BERNARD P. BLAKE

Title: SENIOR INVESTMENT MANAGER

OFFICE DEPOT, INC., a Delaware corporation

By: Richard Blews

Name: Richard Blews

Title: Corporate Counsel/Assistant Secretary

## LESSOR

Attest (as to Lessor)

Brian D. Danz  
Name: Brian D. Danz  
Title: Corporate Attorney

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02/01/2010

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STATE OF FLORIDA )  
COUNTY OF Palm Beach ) ss

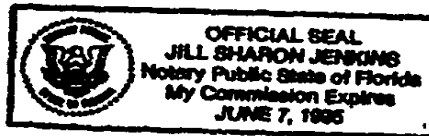
I, Jill Sharon Jenkins, a Notary Public in and for the county and state aforesaid, do hereby certify that Richard Blews, the Corporate Counsel/Assistant Secretary of Office Depot, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25 day of October, 1994.

Jill Sharon Jenkins  
Notary Public

My Commission Expires

6/7/95



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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

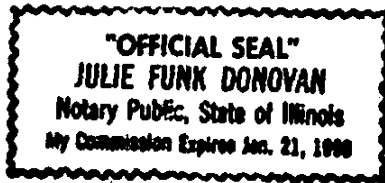
I, Julie Funk Donovan, a Notary Public in and for the county and state aforesaid, do hereby certify that Bernard A. Bak, the Senior Investment Manager of General Electric Capital Corporation, a New York corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11<sup>th</sup> day of October, 1994.

Julie Funk Donovan  
Notary Public

My Commission Expires:

1-21-98



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NOV 14 1968  
11 14 1968

TO: [Illegible]  
FROM: [Illegible]  
SUBJECT: [Illegible]

[Illegible text]

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## EXHIBIT A - LEGAL DESCRIPTION

### PARCEL 1:

That part of the North East Fractional 1/4 of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at the intersection of the West line of the right of way of the Sanitary District of Chicago and the center line of Lincoln Avenue as formerly located, thence Northwestward along the center line of Lincoln Avenue as formerly located 1200 feet; thence Northeastward on a line at right angles to said center line of Lincoln Avenue, 168.8 feet; thence East 679.5 feet to said West line of the right of way of the Sanitary District of Chicago, thence Southerly along the West line of said right of way 918.73 feet to the point of beginning (except that part lying Southwestward of a line 83 feet Northeastward of and parallel to the Southerly or Southwestward line of Lincoln Avenue as formerly located) and excepting that part of the premises in question described as follows:

That part of the North East 1/4 of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian described as follows:

Commencing at the intersection of the center line of Lincoln Avenue and the center line of Kinball Avenue extended North, thence Northwestward 20.90 feet along the center line of Lincoln Avenue to a point; thence Northeastward 50 feet along a line forming an angle of 90 Degrees with the last described course, to a point on the Northeastward right of way line of Lincoln Avenue, which is the point of beginning, beginning at aforesaid described point, thence Northeastward 118.80 feet, along a line forming an angle of 90 Degrees with the Northeastward right of way line of Lincoln Avenue to a point; thence Easterly 93.56 feet along a line forming an angle of 49 Degrees 16 Minutes to the right with a prolongation of said last described course to a point; thence Southwestward 179.85 feet along a line forming an angle of 130 Degrees 44 Minutes to the right with a prolongation of said last described course to a point on the Northeastward right of way line of Lincoln Avenue; thence Northwestward 70.90 feet along the Northeastward right of way line of Lincoln Avenue to the point of beginning, as condemned for Kinball Avenue on petition of the City of Chicago filed July 6, 1933, Case B-271453 Circuit Court of Cook County, Illinois.

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### PARCEL 2:

Easement for the benefit of Parcel 1 as created and defined in an Easement Agreement dated July 16, 1984 and recorded January 10, 1985 as Document 27,402,551, for pedestrian and vehicular ingress and egress over, upon and across the following described parcel:

That part of the Northwest <sup>east</sup> Fractional Quarter of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian lying Southeastward of Kinball Avenue

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11/11/2011

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11/11/2011

11/11/2011

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## EXHIBIT A - LEGAL CONTINUED

(McCormick Boulevard), Northeastely of the center line of Lincoln Avenue and Westerly of the West line of the Sanitary District of Chicago described as follows: Being a strip of land 12 feet wide as measured at right angles, lying North of the following described lines beginning at a point on the Westerly line of the Sanitary District of Chicago 918.73 feet Northwestery of the center line of Lincoln Avenue; thence North 90 Degrees West 585.57 feet to a point of termination of said line on the Easterly line of McCormick Boulevard, 230.13 feet Northerly of the center line of Lincoln Avenue, as measured along the Easterly line of McCormick Boulevard; and bounded on the East by the West line of the Sanitary District of Chicago and on the West by the Easterly right of way line of McCormick Boulevard, all in Cook County, Illinois.

### PARCEL J:

Sub-leased estate as created, limited and defined in a Sub-lease Agreement dated March 22, 1988 and recorded March 23, 1988 as Document 88,119,669, by and between Lincoln Village Associates, an Illinois Limited Partnership and Lincoln Village Investments Limited Partnership, an Illinois Limited Partnership demising and sub-leasing for a term of years beginning March 22, 1988 and ending July 30, 2010, a portion of the leased estate created by Lease dated August 15, 1985 between The Metropolitan Sanitary District of Greater Chicago and Lincoln Village Associates, an Illinois Limited Partnership, the demised premises being Parcels A, B and C described as follows:

### PARCEL A:

A parcel of land lying in the East 1/2 of the Northeast 1/4 of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, more particularly described as follows:

Commencing at the intersection of the East line of the aforesaid Northeast 1/4 and the Northeastery right-of-way line of Lincoln Avenue; thence North 50 Degrees 57 Minutes 58 Seconds West along the Northeastery right-of-way line of Lincoln Avenue 463.72 feet to the point of beginning; thence continuing North 50 Degrees 57 Minutes 58 Seconds West along said Northeastery line 115.00 feet to the Westerly right-of-way line of the North Shore Channel; thence North 9 Degrees 48 Minutes 31 Seconds West, along said Westerly line 275.00 feet; thence North 80 Degrees 51 Minutes 29 Seconds East, 115.00 feet; thence South 8 Degrees 43 Minutes 31 Seconds East, 275.01 feet; thence South 13 Degrees 49 Minutes 19 Seconds West, 93.07 feet to the point of beginning.

### PARCEL B:

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A parcel of land lying in the East 1/2 of the Northeast 1/4 of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, more particularly described as follows:

Commencing at the intersection of the East line of the aforesaid Northeast 1/4 and the

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(MAY 1992) JUNE 1 - 2 1992

The following information is provided for your information. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your information only and should not be used as a basis for any investment decision. The information is provided for your information only and should not be used as a basis for any investment decision.

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21 1992

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## EXHIBIT A - LEGAL CONTINUUM

Northeasterly right-of-way line of Lincoln Avenue; thence North 50 Degrees 57 Minutes 58 Seconds West, along the Northeasterly right-of-way line of Lincoln Avenue 577.72 feet to the Westerly right-of-way line of the North Shore Channel; thence North 9 Degrees 8 Minutes 31 Seconds West, along said Westerly line 275.00 feet to the point of beginning; thence continuing North 9 Degrees 08 Minutes 31 Seconds West, 285.00 feet; thence North 80 Degrees 51 Minutes 29 Seconds East, 118.00 feet; thence South 8 Degrees 33 Minutes 20 Seconds East, 285.00 feet; thence South 80 Degrees 51 Minutes 29 Seconds West, 115.00 feet to the point of beginning.

### PARCEL C:

A parcel of land lying in the East 1/2 of the Northeast 1/4 of section 2, Township 40 North, Range 13, East of the Third Principal Meridian, more particularly described as follows:

Commencing at the intersection of the East line of the aforesaid Northeast 1/4 and the Northeasterly right-of-way line of Lincoln Avenue; thence North 50 Degrees 57 Minutes 58 Seconds West, along (a) Northeasterly right-of-way line of Lincoln Avenue 577.72 feet to the Westerly right-of-way line of the North Shore Channel; thence North 9 Degrees 08 Minutes 31 Seconds West, along said Westerly line 560.00 feet to the point of beginning; thence continuing North 9 Degrees 08 Minutes 31 Seconds West, 285.00 feet; thence North 80 Degrees 51 Minutes 29 Seconds East, 145.00 feet; thence South 8 Degrees 44 Minutes 24 Seconds East, 285.01 feet; thence South 80 Degrees 51 Minutes 29 Seconds West, 143.00 feet to the Point of beginning.

All of said Parcels A, B and C in Cook County, Illinois.

Permanent Tax Numbers: 13-02-220-027  
13-02-220-028  
(Affect Parcel 1)  
  
13-02-220-035-8002  
(Affects Parcel 3)

Volume: 318

94922716

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

THE STATE OF ILLINOIS, County of Cook, ss. I, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of said County, and that the same is a true and correct copy of the original as the same appears on the records of said County, and that the same is a true and correct copy of the original as the same appears on the records of said County.

IN WITNESS WHEREOF

I, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of said County, and that the same is a true and correct copy of the original as the same appears on the records of said County, and that the same is a true and correct copy of the original as the same appears on the records of said County.

THE STATE OF ILLINOIS, County of Cook, ss. I, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of said County, and that the same is a true and correct copy of the original as the same appears on the records of said County, and that the same is a true and correct copy of the original as the same appears on the records of said County.

IN WITNESS WHEREOF

ATTEST

CLERK OF SAID COUNTY

STATE OF ILLINOIS

(1) (Seal of Office)

1875-1876

(1) (Seal of Office)

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