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Commonwealth Land Title Insurance Co.
Karl Mark National Title Service
Penn Center - 14th Floor
Philadelphia, PA 19103
(215) 241-1649



NATIONAL BANK of MENDOTA
801 Washington Street
Mendota, Illinois 61342
(815) 539-9346 "LENDER"

ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

DEPT-01 RECORDING
T2222 TRAH 0923 11/04/94 16:19:00
\$4914 \$ K.E. # 94-945578
COOK COUNTY RECORDER

449-944

GRANTOR
Susan Sandelman
Trustee of the Alisan Trust and
Susan Sandelman
Successor Trustee of the Diajeff Trust,
both as to an undivided 1/2 interest.
ADDRESS
77 Tarrytown Road
White Plains, NY 10607
TELEPHONE NO.
914-683-8000

BORROWER
Susan Sandelman
Trustee of the Alisan Trust and
Susan Sandelman
Successor Trustee of the Diajeff Trust,
both as to an undivided 1/2 interest.
ADDRESS
77 Tarrytown Road
White Plains, NY 10607
TELEPHONE NO.
914-683-8080

Table with columns: OFFICER INITIALS, INTEREST RATE, PRINCIPAL AMOUNT/CREDIT LIMIT, FUNDING/AGREEMENT DATE, MATURITY DATE, CUSTOMER NUMBER, LOAN NUMBER. Values include JS, Fixed Rate Subject to one-time adjustment, \$2,700,000.00, 11/01/94, 11/01/06, New Port.

1. ASSIGNMENT. As security for the payment of the promissory note described above and all other present and future obligations of Borrower and Grantor to Lender...

2. EXTENT OF ASSIGNMENT. This Assignment shall extend to all rights of Grantor under the Lease including, but not limited to, all rights to rents and other sums required to be paid under the Lease...

3. REPRESENTATIONS AND WARRANTIES OF GRANTOR. All warranties shall be deemed to be reaffirmed on and as of the time of each disbursement of loan proceeds to Borrower...

- (a) The Lease is in full force and effect.
(b) No default exists on the part of any tenant or Grantor under the Lease.
(c) No rent has been collected more than one month in advance of its due date.
(d) Neither the Lease nor any interest therein has been previously assigned or pledged.
(e) The tenants under the Lease have no defense, setoff or counterclaim against Grantor.
(f) All rent due to date under the Lease has been collected and no concession has been granted to the tenants in the form of a waiver, release, reduction, discount or other alteration of rent due or to become due.

4. COVENANTS OF GRANTOR. Grantor covenants and agrees with Lender as follows:

- (a) The Lease will remain in full force and effect despite any merger of the interests in the property...
(b) Grantor will not terminate the Lease (except pursuant to the terms of the Lease upon a default by the tenants), or modify or amend the Lease or any of the terms thereof...
(c) Grantor will not collect any rents and profits in advance of the date on which they become due under the terms of the Lease.
(d) Grantor will not discount any future accruing rents and profits.
(e) Grantor will not consent to any assignment of the Lease, or subletting thereunder, whether or not in accordance with its terms, without the prior written consent of Lender.
(f) Grantor will not execute any further assignment of the Lease or of any of the rents and profits or any interest therein or permit any such assignment to occur by operation of law.
(g) Grantor will not request, consent to, agree to or accept a subordination of the Lease to any mortgage, deed of trust or other encumbrance, or any other Lease, now or hereafter affecting the property or any part thereof, or permit conversion of any Lease to a sublease.
(h) Grantor will perform and discharge all obligations of the landlord under the Lease, and will give prompt written notice to Lender of any notice of default received from any tenant or any other person.
(i) Grantor shall deliver to Lender, promptly upon request, a duly executed estoppel certificate from the tenants as required by Lender...

5. SECURITY DEPOSITS. If the Lease provides for a security deposit paid by the tenant to Grantor, this Assignment transfers to the Lender all of Grantor's right, title and interest in and to the security deposit.

6. DEFAULT. In the event of any default under the terms of the promissory note, this Assignment or any other Obligation whether contained herein or in any other document, Lender shall have the right to exercise its status as an assignee under this Assignment and take the following action without presentment, notice or demand of any kind:

7. LENDER NOT TO BE OBLIGATED. Nothing in this Assignment shall be construed to impose any liability or obligation upon Lender under or with respect to the Lease. Grantor agrees to indemnify and hold Lender harmless from and against any and all liabilities, losses and damages which Lender may incur under the Lease or by reason of this Assignment...

8. OBLIGATIONS OF LENDER AND INDEMNITY. (n) Grantor hereby appoints Lender as its agent to exercise, at Lender's option, any of the rights set forth in paragraph 8. All obligations created by the exercise of such agency shall be those of Grantor and not those of Lender except as otherwise provided herein.

9. OBLIGATIONS OF LENDER AND INDEMNITY. (n) Grantor hereby appoints Lender as its agent to exercise, at Lender's option, any of the rights set forth in paragraph 8. All obligations created by the exercise of such agency shall be those of Grantor and not those of Lender except as otherwise provided herein.

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premises. After Grantor shall have been barred and foreclosed of all right title and interest in said premises, Lender shall be liable to account to Grantor for the rents, income and profits thereon accruing. (c) Lender shall in no way be responsible or liable for any failure to pay any of the rents, income and profits thereon accruing to Grantor or for any refusal on its part to make repairs to the premises. (d) No security deposited by the lessee with the Grantor under the terms of Lease has been transferred to Lender; and Lender assumes no liability for any security so deposited. (e) Except as otherwise provided herein, this Assignment shall not operate to place responsibility for the control, care, management or repair of the premises upon Lender, nor for the carrying out of any of the terms and conditions of the Lease unless such responsibility is specifically assumed by Lender in writing; nor shall it operate to make Lender responsible or liable for any waste committed on the premises by the lessee or any other party, or for any dangerous or defective condition of the premises, or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger. (f) Grantor hereby indemnifies and holds Lender harmless of and from any and all liability, loss or damage which Lender may incur under the Lease or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking to be performed or discharged by Lender under the Lease or this Assignment. Should the Lender incur any such liability, loss or damage under the Lease or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Grantor shall reimburse Lender therefor immediately upon demand, and upon the failure of Grantor to do so Lender may declare all sums secured hereby immediately due and payable. (g) Nothing herein contained shall be construed to bind Lender to the performance of any of the terms and provisions contained in the Lease or otherwise to impose any obligation on Lender to do any act which it may be authorized hereunder to do.

10. NOTICE TO LESSEE. Grantor irrevocably consents that the lessee under the Lease, upon demand and notice from Lender of the occurrence of a default under the note, or under any other obligation of Borrower or Grantor to Lender, may and shall pay said rents, income and profits under the Lease to Lender without liability of lessee for the determination of the actual existence of any default claimed by Lender. Grantor hereby irrevocably authorizes and directs lessee, upon receipt of any notice of Lender stating that such a default exists, to pay to Lender the rents, income and profits due and to become due under the Lease. Grantor agrees that lessee shall have the right to rely upon any such notices of Lender and that lessee shall pay such rents, income and profits to Lender without any obligation or right to inquire whether such default actually exists, and notwithstanding any claim of Grantor to the contrary. Grantor shall have no claim against lessee for any rents paid by lessee to Lender. Upon the curing of all such defaults, Lender shall give written notice thereof to lessee and thereafter, until further notice from Lender, lessee shall pay such rents, income and profits to Grantor.

11. TERMINATION. This Agreement shall terminate upon payment of the Promissory Note and the Obligations.

12. ASSIGNMENT. See Paragraph 20

13. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Agreement must be contained in a writing signed by Lender. Lender may perform any of Grantor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's obligations under this Agreement shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor or third party or any of its rights against any Grantor, third party or collateral.

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

15. NOTICES. Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses indicated in this Agreement or such other address as the parties may designate in writing by notice hereunder from time to time.

16. SEVERABILITY. If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the state of the location of the premises. Grantor consents to the jurisdiction and venue of any court located in the state of the location of the premises in the event of any legal proceeding under this Agreement.

18. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Agreement, Grantor agrees to pay Lender's reasonable attorneys' fees and collection costs.

19. MISCELLANEOUS. This Agreement is executed for commercial purposes. All references to Grantor in this Agreement shall include all persons signing below. If there is more than one Grantor, their obligations shall be joint and several. Grantor waives any right to a jury trial. Grantor may have under applicable law. This Agreement and any related documents represent the complete and integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

20. ADDITIONAL TERMS.

See attached Exhibit B for Special Provision to this loan.

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GRANTOR ACKNOWLEDGES THAT GRANTOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Dated: NOVEMBER 1, 1994

GRANTOR: Susan Sandelman
Trustee of the Alisan Trust
Susan Sandelman
Susan Sandelman
as Trustee of the Alisan Trust

GRANTOR: Susan Sandelman
Successor Trustee of the Diajeff Trust
Susan Sandelman
Susan Sandelman
as Successor Trustee of the Diajeff Trust.

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

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State of _____)
County of _____) ss.

State of New York)
County of WESTCHESTER) ss.

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this 13th day of November, 1994 by Susan Sandelman as Trustee of the Alison Trust and Susan Sandelman Successor Trustee of the Diageff Trust
on behalf of the _____

Given under my hand and official seal, this _____ day of _____

Given under my hand and official seal, this 13th day of November, 1994

Notary Public

Lori Harrigan
Notary Public

Commission expires: _____

Commission expires: Oct. 4, 1995

LORI HARRIGAN
Notary Public, State of New York
No. 01HA5018878
Qualified in Westchester County
Commission Expires October 4, 1995

SCHEDULE A

Lease dated JUNE 20, 1972 between Grantor as Lessor, and Chicago and North Western Transportation Company, a Delaware Corporation

as Lessee, along with any modifications or amendments to the Lease covering the real property more particularly described below.

The legal description of the Property is:

See attached Exhibit A for the legal description of the real estate.

Address of Real Property:
317 Lake Street
Northlake, IL 60164

Permanent Index No.(s): 15-06-300-005 & 15-06-100-021

This document was prepared by: The National Bank of Mendota

After recording return to Lender.

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EXHIBIT A Legal Description of Real Estate

PARCEL 1

That part of the Fractional West half (1/2) of Section 6, Township 39 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the Southwesterly line of parcel of land conveyed to the Illinois State Toll Highway Commission per Document Number 17415288 and known as Tract 7-4.7 with a line drawn 45.00 feet (measured perpendicularly) Northwesterly of and parallel with the center line of Chicago and North Western Transportation Company's Tract I.C.C. Number 860; thence South $21^{\circ} 47' 42''$ West, along said parallel line, 1,938.02 feet; thence North $87^{\circ} 57' 42''$ East 110.677 feet to the Place of Beginning of the herein described parcel of land; thence South $17^{\circ} 38' 33''$ West 20.515 feet; thence Southwesterly 96.328 feet, along the arc of a circle of 895.894 feet radius convex to the Northwest and tangent to the last described line, to the point of compound curve; thence Southerly 826.755 feet, along said compound curve, being the arc of a circle of 1311.45 feet radius, convex Westerly, and whose chord bears South $6^{\circ} 34' 41''$ East; thence South $24^{\circ} 38' 17''$ East, along a line tangent to said compound curve, 35.052 feet; thence Southeasterly 170.587 feet, along the arc of a circle of 472.614 feet radius, convex to the Southwest and tangent to the last described line; thence South $45^{\circ} 19' 07''$ East along a line tangent to the last described arc, 28.754 feet; thence Southeasterly 155.748 feet along the arc of a circle of 731.966 feet radius, convex to the Southwest and tangent to the last described line; thence North $66^{\circ} 15' 12''$ East 816.397 feet; thence North $13^{\circ} 05' 27''$ East 72.728 feet; thence Northerly 59.15 feet, along the arc of a circle of 92.00 feet radius convex Easterly and tangent to the last described line; thence North $23^{\circ} 44' 48''$ West along a line tangent to the last described arc, 474.248 feet; thence Northwesterly 170.475 feet, along the arc of a circle of 936.93 feet radius convex to the Southwest and tangent to the last described line; thence North $13^{\circ} 19' 18''$ West along a line tangent to the last described arc, 102.272 feet; thence North $2^{\circ} 02' 18''$ West 84.705 feet to the point of intersection with a line drawn North $87^{\circ} 57' 42''$ East through the hereinabove designated Point of Beginning; thence South $87^{\circ} 57' 42''$ West, along the last described line, 803.748 feet to said Point of Beginning, all in Cook County, Illinois.

PARCEL 2

Access easement for the benefit of Parcel 1, as created by instrument dated July 5, 1972 and recorded July 28, 1972 as Document Number 21994225, from Chicago and North Western Transportation Company, to Chicago Title and Trust Company as Trustee under Trust Agreement dated April 26, 1972 and known as Trust Number 59992, for a driveway to be used in common with the employees, patrons, leasees, licensees and invitees of the Grantor, upon, over and across:

That part of the fractional Northwest quarter (1/4) of Section 6, Township 39 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at a point of intersection of a line drawn 45.00 feet (measured perpendicularly) Northwesterly of and parallel with the center line of the Chicago and North Western Transportation Company's Tract I.C.C. Number 860 with the Southwesterly line of Lake Street per Township Dedication (being a line 33.00 feet Southwesterly of and parallel with the center line thereof as now constructed and occupied); thence South $70^{\circ} 58' 01''$ East along said Southwesterly line 233.14 feet to the Place of Beginning of the herein described tract of land; thence South $4^{\circ} 04' 12''$ West 567.084 feet, being a line "A"; thence South $2^{\circ} 02' 18''$ East 814.717 feet, being a line "B"; thence South $87^{\circ} 57' 42''$ West 53.00 feet; thence South $2^{\circ} 02' 18''$ East 371.715 feet to the point of intersection with a line drawn perpendicularly to the last described line through a point on the aforesaid line drawn 45.00 feet Northwesterly of and parallel with the center line of the Chicago and North Western Transportation Company's Tract

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EXHIBIT
STATE OF ILLINOIS

1998

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Exhibit A (continued)

I.C.C. Number 860, said point being 1938.02 feet (as measured along said parallel line) Southwesterly of the Southwesterly line of parcel of land conveyed to the Illinois State Toll Highway commission per Document Number 17415288 and known as Tract 7-4.7; thence South $87^{\circ} 57' 42''$ West, along the last described perpendicular line 35.00 feet; thence North $2^{\circ} 02' 18''$ West 371.715 feet; thence North $12^{\circ} 57' 42''$ East 85.003 feet to the point of intersection with a line drawn 66 feet West of and parallel with the aforesaid line "B"; thence North $2^{\circ} 02' 18''$ West 681.191 feet, along the last described parallel line, to the point of intersection with the Southerly line of a tract of land described in Document Number 21654936, recorded October 5, 1971; thence North $89^{\circ} 28' 57''$ East, along said Southerly line, 6.244 feet, to the point of intersection with the Easterly line of the aforesaid tract of land as described in the aforesaid Document Number 21654936; thence Northerly 126.755 feet, along said Easterly line, being the arc of a circle of 1351.59 feet radius, convex Westerly and whose chord bears North $1^{\circ} 23' 00''$ West to a point on a line drawn 59.87 feet (measured perpendicularly) West of and parallel with the aforesaid line "A"; thence North $4^{\circ} 04' 12''$ East 212.68 feet, along said parallel line, tangent to said arc, being the Easterly line of the aforesaid tract; thence continuing along said Easterly line North $2^{\circ} 58' 27''$ West 203.946 feet; thence continuing along said Easterly line North $3^{\circ} 59' 18''$ West 19.034 feet; thence continuing along said Easterly line Northwesterly 85.116 feet, being the arc of a circle of 250.00 feet radius, convex to the Northeast, tangent to the last described course, and whose chord bears North $5^{\circ} 45' 55''$ West, to the point of intersection with the aforesaid Southwesterly line of Lake Street, said point of intersection being 81.013 feet (as measured along said Southwesterly line) Northwesterly of the hereinabove designated Place of Beginning; thence South $70^{\circ} 58' 01''$ East 81.013 feet, along said Southwesterly line to said Place of Beginning, all in Cook County, Illinois.

PARCEL 3

Easement for the benefit of Parcel 1, for a retention pond, as created by instrument dated July 5, 1972 and recorded July 28, 1972 as Document Number 21994226, from Chicago and North Western Transportation Company to Chicago Title and Trust Company, Trustee under Trust Agreement dated April 26, 1972 and known as Trust Number 59992, through and upon the following described land;

That part of the Southwest Fractional quarter (1/4) of Section 6, Township 39 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the Southwesterly line of a parcel of land conveyed to the Illinois State Toll Highway Commission per Document Number 17415288 and known as Tract 7-4.7 with a line drawn 45.00 feet (measured perpendicularly) Northwesterly of and parallel with the center line of Chicago and North Western Transportation Company's Tract I.C.C. Number 860; thence South $21^{\circ} 47' 42''$ West, along said parallel line a distance of 1,938.02 feet; thence North $87^{\circ} 57' 42''$ East a distance of 110.677 feet; thence South $17^{\circ} 38' 33''$ West a distance of 20.515 feet; thence Southwesterly along the arc of a circle of 895.894 feet radius, convex to the Northwest and tangent to the last described line, a distance of 20.328 feet to the point of compound curve; thence Southerly along said compound curve, being the arc of a circle of 1,311.45 feet radius, convex Westerly and whose chord bears South $6^{\circ} 34' 41''$ East, an arc distance of 826.755 feet; thence South $24^{\circ} 38' 17''$ East along a line tangent to said compound curve a distance of 35.052 feet; thence Southeasterly along the arc of a circle of 472.614 feet radius, convex to the Southwest and tangent to the last described line a distance of 170.587 feet; thence South $45^{\circ} 19' 07''$ East along a line tangent to the last described arc a distance of 28.754 feet; thence Southeasterly along the arc of a circle of 731.966 feet radius, convex to the Southwest and tangent to the last described line, a distance of 155.748 feet to the Point of Beginning of the parcel of land herein described; thence North $66^{\circ} 15' 12''$ East a distance of 893.867 feet; thence South $13^{\circ} 05' 27''$ West a distance of 535.00 feet; thence Northwesterly along a straight line a distance of 715 feet, more or less, to the Point of Beginning, all in Cook County, Illinois.

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EXHIBIT B

Special Provisions

1. **Personal Liability:** Except as specified herein, the Mortgages shall look solely to the Mortgaged Premises and other security (including Assignment of Rents) required hereby for repayment of principal and interest. Nevertheless, until the Loan is repaid in full, Jeffrey Sandelman ("Sandelman") shall be liable for all the terms contained in the Loan Documents, subject to a maximum liability of \$400,000.00 for non-payment or breach hereunder. Said \$400,000.00 maximum liability shall not apply to additional defaults and matters contained in Items A thru G of the following paragraph. Sandelman shall execute such guarantees or other instruments evidencing his obligations as Lender may require.

Notwithstanding the above, the Loan Documents will also require that Sandelman, as Guarantor, shall be personally liable for costs, losses, damages, attorney fees, or liability caused Lender for: (a) fraud or material misrepresentation; (b) the commission of any waste; (c) intentional acts causing the cancellation or increase in premiums of insurance coverages; (d) failure to comply with any applicable laws, including environmental, disability, handicapped accessibility, or health laws; (e) misapplication of any insurance or condemnation proceeds received; (f) after default, failure to apply to the payment of debt service or property expenses, rental receipts, tenant reimbursements or contributions to expenses, or other income generated by the property; or (g) failure to turn over to Lender security deposits not applied to rent. The Personal Guaranty contained in this paragraph is unlimited and in addition to the \$400,000.00 limitation in the preceding paragraph.

2. **Transfer Provisions:**

The following transfers shall be deemed consented to:

- A. Transfers required by law (but specifically excepting transfers as a result of a foreclosure sale), transfers of intra-family or estate transfers within families of Sanford Sandelman, Jeffrey Sandelman, and Alison Sandelman Schreier, so long as Jeffrey Sandelman remains as managing agent with not less than a 25% interest as current or ultimate beneficiary of the owning entity.

Notwithstanding the above, the Guarantor shall remain personally liable pursuant to the Guaranty and as outlined in paragraph 1 (one) herein.

- B. As long as the Loan is not in default, we will permit a one-time transfer of the property in its entirety subject to:
 - i. a transfer fee equal to 1/2% of the then outstanding Loan balance payable to Lender;
 - ii. our approval of the new borrower's creditworthiness and real estate experience;
 - iii. purchaser, or principals thereof satisfactory to the Lender, executes and delivers to Lender and environmental indemnity in form and substance acceptable to Lender;
 - iv. the occupancy of the property is 90% or greater with leases in place acceptable to Lender;

In connection with such sale, the purchaser or seller is to pay all actual out-of-pocket expenses relating to consent of sale, including fees and expenses of Lender's special counsel and a title policy endorsement, if necessary. Lender may impose such reasonable requirements in connection with such subsequent sale as shall be deemed necessary to assure the enforceability and continued perfection of the lien and security interest securing the Loan.

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EXHIBIT B (continued)

3. Mortgage Option:

The current lease (tenant: Chicago and North Western Transportation Company ["CNW"]) dated June 20, 1972 and amended July 5, 1972 has three 5-year renewal options. If CNW does not exercise the options per Article XXI of the lease and the Applicant does not sign new leases for three or more years (generating net income of not less than \$400,000.00 annually) within 12 months after CNW vacates the property, then the Applicant MUST select one of the following options. These same options shall apply to any future breaks in the lease during the term of the loan.

Option A: Repay the Loan in full without penalty within 90 days (unless replacement new leases generating income as set forth above are signed prior to expiration of said 90-day period).

Option B: Jeffrey Sandelman shall personally guarantee the entire Loan balance and all other Loan items shall remain as written.

4. Prepayment Premium: 2% of the outstanding balance in Loan Year One (Borrower shall have the right to prepay up to 10% of Loan amount at par during the first Loan year); thereafter, open to a full or partial prepayment at par.

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ILLINOIS REV. STAT. CH. 110, § 1-1

IN SENATE, January 10, 1900.

REPORT

OF THE

COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

ON JANUARY 10, 1899.

CHICAGO: THE OFFICE OF THE CLERK OF THE SENATE, 1900.

Property of Cook County Clerk's Office

1900