

BMC 7461 (Lot 4)
127th St. & Crawford
Alsip, IL

SAS A DIVISION OF
INTERCOUNTY TITLE

S 1497530C

Unit A

D.C. OF

LIMITED WARRANTY DEED IN TRUST

KNOW ALL MEN BY THESE PRESENTS, that EMRO MARKETING COMPANY, a Delaware corporation, GRANTOR, whose address is c/o Property Tax Records, 539 South Main Street, Findlay, Ohio 45840,, for the consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, received to its full satisfaction of HERITAGE TRUST COMPANY, an Illinois Corporation, of 17500 Oak Park Avenue, Tinley Park, IL 60477, *not personally, but as Trustee under the provisions of a trust agreement dated May 1, 1997 and known Trust Number 97-6102*, GRANTEE, does hereby give, grant, bargain, sell and convey unto said GRANTEE the following described real estate in its existing "as is" condition inside the City of Alsip, County of Cook, and State of Illinois:

Lot 4 in the Marathon Resubdivision of Lot 1 in Alsip Public Storage Subdivision, being a subdivision of part of the North 730.00 feet of the East 460.00 feet of the East 1/2 of the Northeast 1/4 of Section 34, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded June 24, 1997 as Document No. 97454714.

TOGETHER WITH THE FOLLOWING NON-EXCLUSIVE INGRESS/EGRESS EASEMENTS more particularly described as follows and shown on Exhibit A:

Easement 1 (Non-Exclusive Driveway Easement for Ingress and Egress Between Lots 2 and 4):

The Grantor hereby declares, conveys and grants to the Grantee a non-exclusive easement for ingress and egress, over, across and upon a portion of Lot 1 in the Marathon Resubdivision of Lot 1 (PIN #24-34-201-028) in the Alsip Public Storage Subdivision of part of the East 1/2 of the Northeast 1/4 of Section 34, Township 37 North, Range 13 East of the Third Principal Meridian, City of Alsip, County of Cook, State of Illinois and being more particularly described as follows:

Beginning at a point being the Southwest corner of Lot 1 in said Marathon Resubdivision; thence upon the West line of Lot 1, N 00°00'03" W a distance of 28.35 feet; Thence S 44°52'28" E a distance of 40.18 feet to a point being the intersection with the South line of

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said Lot 1; Thence upon said South line N 89°44'53" W a distance of 28.35 feet to the point of beginning and containing 402 square feet.

Such easement shall be appurtenant to and for the benefit and common use of all owners, mortgagees, tenants, occupants, or other persons having or acquiring an interest in both Lots 2 and 4 in the aforesaid Marathon Subdivision, and their employees, agents, customers, and invitees, for the purposes of ingress and egress between said Lots 2 and 4 in the aforesaid Marathon Subdivision.

Grantee shall be permitted to seed, stone, or pave in order to install a driveway within the easement area, but Grantee agrees that no buildings or other structures shall be constructed in said easement area and furthermore, in the event Grantee makes any improvements upon the easement area, all costs associated with the maintenance of the improved area shall become the sole responsibility of the Grantee. Grantor agrees that no buildings, structures or other improvements shall be constructed in said easement area by the Grantor.

Grantor reserves the right for itself and its successors and assigns to occupy and use the within described easement premises for any and all purposes whatsoever not inconsistent with this easement.

Easement 2 (Non-exclusive Easement for Ingress/Egress off Crawford Avenue for Lots 1 and 4):

The Grantor hereby declares, conveys and grants to the Grantee a non-exclusive easement for ingress and egress, over, across and upon a portion of Lot 1 in the Marathon Resubdivision of Lot 1 (PIN #24-34-201-028) in the Alsip Public Storage Subdivision of part of the East 1/2 of the Northeast 1/4 of Section 34, Township 37 North, Range 13 East of the Third Principal Meridian, City of Alsip, County of Cook, State of Illinois and being more particularly described as follows:

Being the South 23.00 feet of the East 45.00 feet of Lot 1 in the Marathon Resubdivision of Lot 1 in the Alsip Public Storage Subdivision in the Village of Alsip, County of Cook, State of Illinois. Said Resubdivision having P.I.N. #24-34-201-028.

Grantor reserves the right for itself and its successors and assigns to occupy and use the within described easement premises for any and all purposes whatsoever not inconsistent with this easement.

The Grantor also hereby reserves a non-exclusive easement for ingress and egress, along the northern property line of Lot 4 in the Marathon Resubdivision of Lot 1 (PIN #24-34-201-028) in the Alsip Public Storage Subdivision of part of the East 1/2 of the Northeast 1/4 of Section 34, Township 37 North, Range 13 East of the Third Principal Meridian, City of Alsip, County of Cook, State of Illinois, lying adjacent to the above referenced easement on Lot 1, and being more particularly described as follows:

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Being the North 12.00 feet of the East 45.00 feet of Lot 4 in the Marathon Resubdivision of Lot 1 in the Alsip Public Storage Subdivision in the Village of Alsip, County of Cook, State of Illinois. Said Resubdivision having P.I.N. #24-34-201-028.

Grantee shall have the right for itself and its successors and assigns to occupy and use the within described easement premises for any and all purposes whatsoever not inconsistent with this easement.

Such easements shall be appurtenant to and for the benefit and common use of all owners, mortgagees, tenants, occupants, assigns or other persons having or acquiring an interest in either Lots 1 or 4 in the aforesaid Marathon Subdivision, and their employees, agents, customers, and invitees, for the purposes of providing ingress/egress to Lots 1 and 4 in the aforesaid Marathon Subdivision at the existing curbcut along Crawford Avenue.

Grantor and Grantee agree that the easement areas may be paved or otherwise surfaced, but Grantor and Grantee agree that no buildings or other structures shall be constructed in said easement areas and furthermore, in the event either GRANTOR or GRANTEE is required to disturb the finished surface (whether seeded, stoned or paved) of these easement areas, the Grantor and Grantee agree that all costs associated with the restoration and maintenance of the affected area shall be shared equally between said Grantor and Grantee. However, any and all costs involved with the restoration of the easement areas on both Lots 1 and 4 as a result of Grantee's development of Lot 4, shall be the sole responsibility of the Grantee.

These easements and rights herein granted, together with the obligations herein imposed, run with the land and shall remain in full force and effect perpetually.

The benefits and burdens of these easement agreements shall inure to and be binding upon the Grantor and the Grantee, their successors and assigns, and the owners and/or occupants from time to time of Lots 1, 2 and 4 in the aforesaid Marathon Subdivision.

PRIOR DEED REFERENCE: A Portion of Torrens Certificate No. 1522355

PARCEL I.D. NUMBER: Portion of 24-34-201-028-0000 (Includes subject land and other parts.)

Subject parcel being conveyed is currently vacant land and has remained as such during the period of ownership by Grantor and any of its subsidiaries. It has never been used by Grantor or its affiliate organizations for the sale, marketing or storage of petroleum fuels or motor oils.

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Grantor shall have access to the premises, at no cost to Grantor, at reasonable times to conduct any future environmental investigation, sampling and response activities only as and when required by the governmental agency with jurisdiction in connection with any release of petroleum hydrocarbons at Grantor's service station/facility located near the premises. This shall be a covenant running with the land.

Exceptions to warranties; title is subject to:

1. (a) taxes and assessments (both general and special) not now due and payable; (b) zoning ordinances, subdivision and planning laws and regulations and building code restrictions and all laws, rules and regulations relating to land and structures and their use, including but not limited to governmental regulations relating to buildings, building construction, building line and use and occupancy restrictions, and violations of any of the foregoing; (c) easements, conditions, reservations, agreements and restrictions of record; (d) such a state of facts as an accurate survey might show and; (e) all legal roads and highways.
2. By acceptance hereof, Grantee agrees that for a period of twenty-five (25) years from and after the date of this conveyance, the premises shall not be used for a convenience store or for the sale, marketing, storage or advertising of petroleum fuels.

Further, Grantee agrees that the above twenty-five (25) year restriction shall also include the sale and/or viewing of adult-oriented books, magazines, films and paraphernalia. Further, the premises is restricted for said twenty-five (25) year period from the primary use of the sale of food and also from the use as an automatic car wash.

3. Grantee agrees to a permanent seventy-five (75) foot building setback from the inside of the Crawford Avenue right-of-way line in order to insure visibility of Grantor's remaining property. These restrictions contained in paragraphs 2 and 3 above shall be covenants running with the land and shall be contained in and made a part of every deed, mortgage, lease or other instrument affecting the title to said premises.

TO HAVE AND TO HOLD the said real estate with the appurtenances upon the trusts and for the uses and purposes herein and in such Trust Agreement set forth:

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge

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or otherwise encumber said real estate, or any part thereof; to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof, shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither HERITAGE TRUST COMPANY, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby

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Irrevocably appointed for such purposes, or, at the election of the trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said HERITAGE TRUST COMPANY the entire legal and equitable title in fee simple, in and to all of the real estate described above.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said GRANTOR hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, said corporation sets its hand this 19 day of November, 1997.

Signed and acknowledged
in the presence of:

EMRO MARKETING COMPANY

Donna Reynolds
Printed: Donna Reynolds

By: G. E. Buroker
Name: G. E. Buroker
Title: Sr. V. P., Operations



Donna Simson
Printed: Donna Simson

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00127103

REAL STATE TRANSFER TAX
REVENUE STAMP
683.7
680803

002561

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
12758

BMC 7461 (Lot 4)
127th St. & Crawford
Alsip, IL

STATE OF OHIO)
) SS.
COUNTY OF CLARK)

BEFORE ME, a Notary Public in and for said State of Ohio personally appeared the above named Emro Marketing Company, a Delaware corporation, by G. E. Buroker, its Sr. V. P., Operations who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Enon, Ohio, this 19 day of November, 1997.

Donna Simson
Notary Public

My Commission Expires:
DONNA SIMSON
Notary Public, State of Ohio
My Commission Expires March 9, 1999

This Instrument Prepared by:
Q. H. Wood, Attorney-at-Law, 939 South Main Street, Findlay, Ohio 45840

AFTER RECORDING MAIL TO:

ADDRESS OF PROPERTY:

Thomas J. Cannn
Canna & Canna, Ltd.
9501 West 144th Place, Suite 206
Orland Park, IL 60462-2556

Crawford Avenue
Alsip, Illinois

The Above Address is For Statistical Purposes Only
And Is Not A Part Of This Deed.

SEND SUBSEQUENT TAX BILLS TO:
Ed Skala
2700 E. Lincoln Highway
New Lenox, IL 60451

VILLAGE of ALSIP
0480
\$200.00
Real Estate
Revenue Stamp

VILLAGE of ALSIP
1286
\$3.50
Real Estate
Revenue Stamp

VILLAGE of ALSIP
1289
\$3.50
Real Estate
Revenue Stamp

VILLAGE of ALSIP
0481
\$200.00
Real Estate
Revenue Stamp

VILLAGE of ALSIP
1287
\$3.50
Real Estate
Revenue Stamp

VILLAGE of ALSIP
1290
\$3.50
Real Estate
Revenue Stamp

VILLAGE of ALSIP
0792
\$25.00
Real Estate
Revenue Stamp

VILLAGE of ALSIP
1288
\$3.50
Real Estate
Revenue Stamp

VILLAGE of ALSIP
1291
\$3.50
Real Estate
Revenue Stamp

VILLAGE of ALSIP
1378
\$1.00
Real Estate
Revenue Stamp

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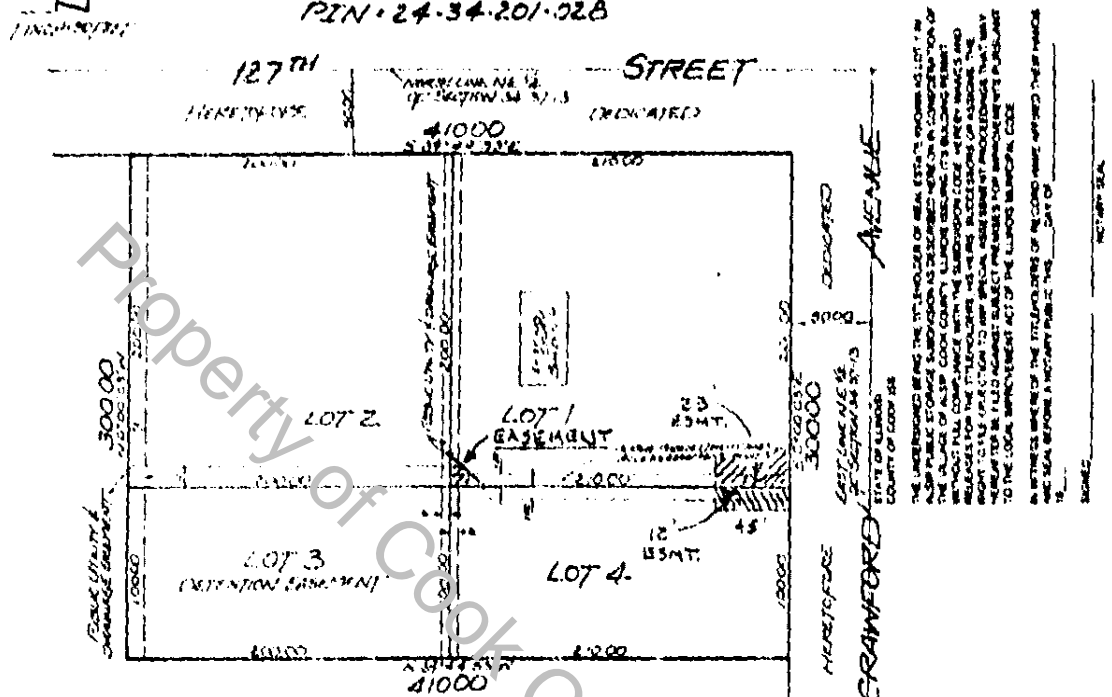
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EXHIBIT A

MARATHON RESUBDIVISION

LOT 1 IN ALSP PUBLIC STORAGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 730 00 FEET OF THE EAST 400 00 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN - 24-34-201-02B



THE UNDERSIGNED BEING THE HOLDER OF REAL ESTATE RECORDS IN THE PUBLIC OFFICE OF COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION IS CORRECTLY SHOWN ON A CONVEYANCE OF THE PUBLIC OFFICE OF COOK COUNTY, ILLINOIS, AND THAT THE SAME IS SUBJECT TO THE FULL COMPLIANCE WITH THE SUBDIVISION CODE AND THE PROVISIONS OF THE LOCAL IMPROVEMENT ACT OF THE ILLINOIS MUNICIPAL CODE. I HEREBY CERTIFY THAT THE ABOVE DESCRIBED SUBDIVISION IS SUBJECT TO THE LOCAL IMPROVEMENT ACT OF THE ILLINOIS MUNICIPAL CODE. IN WITNESS WHEREOF, THE REGISTER OF RECORDS HAS AFFIXED HIS SEAL AND SIGNATURE, IN WITNESS PUBLIC, THIS 17th DAY OF SEPTEMBER, 1997.

OWNER: ENRO MARKETING COMPANY, P.O. BOX 174, 1801 CHESTER SQUARE, EAST HAZEL CREEK, ILLINOIS

STATE OF ILLINOIS, COUNTY OF COOK, 1997

ENRO MARKETING COMPANY A CORPORATION OF DELAWARE, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE ABOVE DESCRIBED PROPERTY AND HAS CAUSED THE HEREON DRAWN PLAN OF RESUBDIVISION TO BE PREPARED.

DATE 7-17-97 ENRO MARKETING COMPANY BY [Signature] SEVP & PRESIDENT ATTEST [Signature]

STATE OF ILLINOIS, COUNTY OF COOK, 1997

STONELAKE SURVEY CO. LTD. HEREBY CERTIFIES THAT THEY HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND HAVE SUBDIVIDED SAID PROPERTY INTO FOUR (4) LOTS WHICH ARE CORRECTLY REPRESENTED ON THE HEREON DRAWN PLAN. WE FURTHER CERTIFY THAT THE PROPERTY LIES IN A ZONE 'C' (AN AREA OF MINIMAL FLOODING) AS IDENTIFIED BY THE (GOVERNMENT) FIRM MAP PARCEL NO 17008 0001 C DATED SEPTEMBER 17 1980. THIS RESUBDIVISION CONTAINS 2.82 ACRES MORE OR LESS. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF CORRECT AT 62° FAHRENHEIT. WE HEREBY DESIGNATE [Signature] TO ACT AS THE AGENT IN THE RECORDING OF THIS PLAN AT THE COOK COUNTY RECORDER'S OFFICE.

DATED AT WORTH, ILLINOIS THIS 17th DAY OF SEPTEMBER, 1997

STONELAKE SURVEY CO. LTD.

BY [Signature] ILLINOIS REGISTERED LAND SURVEYOR # [Number] AND LICENSE # [Number]

STATE OF ILLINOIS, COUNTY OF CLARK, 1997

I, [Signature], A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT [Signature] AND [Signature] OF ENRO MARKETING COMPANY A CORPORATION OF DELAWARE, BOTH PERSONALLY KNOW TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT. APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 17th DAY OF SEPTEMBER, 1997.

[Signature] NOTARY PUBLIC

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF ALSP, COOK COUNTY, ILLINOIS, AT A MEETING HELD ON THE [Day] DAY OF [Month], 1997.

APPROVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF ALSP, COOK COUNTY, ILLINOIS, AT A MEETING HELD ON THE [Day] DAY OF [Month], 1997.

BY [Signature] MAYOR

ATTEST [Signature]

I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING SPECIAL ASSESSMENTS DUE AGAINST THE PROPERTY IN THE ABOVE PLAN.

DATE [Date]

BY [Signature] VILLAGE CLERK

13' x 45' EASEMENT, 23' x 45' EASEMENT, 24 SEPT, 97 CORBIN, 20' x 20' EASEMENT, 10 SEPT, 97 CORBIN

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EMC 7461 (1 of 1)
 127th Street & Crawford
 Atop. II

PLAT ACT AFFIDAVIT

State of Ohio)
) S.S.
 County of Clark)

G. E. Buraker, being duly sworn on oath states that he is the Sr. Vice President - Operations of Emro Marketing Company and that the attached deed is not in violation of Section 1 of Chapter 169 of the Illinois Revised Statutes for one of the following reasons: *(Circle the number below which is applicable to attached deed or lease.)*

1. Said Act is not applicable as the grantors own no property adjoining the premises described in said deed. (Existing Parcel)
 OR
 the conveyance falls in one of the following exemptions permitted by the Amended Act which became effective July 17, 1959.
2. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
3. The division of lots or blocks of less than 1 acres in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance of land owned by railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.

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Alsip, IL

- 9. The sale or exchange of parcels or tracts of land existing on the date of the Amendatory Act, July 17, 1959, into no more than 2 parts and not involving any new streets or easements of access.
- 10. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois to accept the attached deed for recording.


Printed: G. E. Buroker



Subscribed and sworn to before me this 20 day of November, 1997.


Notary Public

My Commission Expires:

DONNA SIMON
Notary Public, State of Ohio
My Commission Expires March 9, 1998