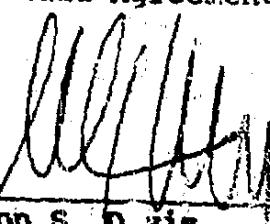


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CERTIFICATION

I, Allison S. Davis, one of the two general partners of M/D Ventures, an Illinois partnership, certify that the attached copy of the Partnership Agreement of M/D Ventures dated May 1, 1981, is a true and correct copy of said Agreement and remains in full force and effect.



Allison S. Davis

Dated:
June 27, 1989

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Checklist
every page

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AGREEMENT made May 1, 1981 between William Moorehead and Allison S. Davis, both of Chicago, Illinois.

1. Name and business. The parties hereby form a partnership under the name of M/D Ventures which shall own, invest in, develop real property, and consult in matters related to investing in, owning and developing real estate. The principal office of the business shall be in Chicago, Illinois.

2. Term. The partnership shall begin on May 1, 1981 and shall continue until terminated as herein provided.

3. Capital. The capital of the partnership shall be contributed in cash by the partners as follows:

William Moorehead \$1,000

Allison S. Davis \$1,000

A separate capital account shall be maintained for each partner. Neither partner shall withdraw any part of his capital account. If the capital account of a partner becomes impaired, his share of subsequent partnership profits shall be first credited to his capital account until that account has been restored, before such profits are credited to his income account. Upon the demand of either partner, the capital accounts of the partners shall be maintained at all times in the proportions in which the partners share in the profits and losses of the partnership.

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4. Profit and loss. The net profits of the partnership shall be divided equally between the partners and the net losses shall be borne equally by them. A separate income account shall be maintained for each partner. Partnership profits and losses shall be charged or credited to the separate income account of each partner. If a partner has no credit balance in his income account, losses shall be charged to his capital account.

5. Salaries and drawings. Each partner may, from time to time, withdraw the credit balance in his income account. No additional share of profits shall inure to either partner by reason of his capital or income account being in excess of the capital or income account of the other.

6. Interest. No interest shall be paid on the initial contributions to the capital of the partnership or on any subsequent contributions of capital.

7. Management, duties, and restrictions. The partners shall have equal rights in the management of the partnership business, and each partner shall devote so much of their time to the partnership business as may be necessary. However, the parties hereto acknowledge that Allison S. Davis is a practicing attorney which requires a substantial but not complete commitment of his time. Neither partner shall, without the consent of the other partner, endorse any note, or act as an accommodation party, or otherwise become surety for any person. Without the consent of the other partner, neither partner shall on behalf of the partnership borrow

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or lend money, or make, deliver or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the partnership other than the type of property bought and sold in the regular course of its business. Neither partner shall, except with the consent of the other partner, assign, mortgage, grant a security interest in, or sell his share in the partnership or in its capital assets or property, or enter into any agreement as a result of which any person shall become interested with him in the partnership, or do any act detrimental to the best interests of the partnership or which would make it impossible to carry on the ordinary business of the partnership.

8. Banking. All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the partners. All withdrawals therefrom are to be made upon checks signed by either partner.

9. Books. The partnership books shall be maintained at the principal office of the partnership, and each partner shall at all times have access thereto. The books shall be kept on a calendar year basis, commencing January 1 and ending December 31, and shall be closed and balanced at the end of each fiscal year. An audit shall be made as of the closing date.

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10. Voluntary termination. The partnership may be dissolved at any time by agreement of the partners, in which event the partners shall proceed with reasonable promptness to liquidate the business of the partnership. The partnership name shall be sold with the other assets of the business. The assets of the partnership business shall be used and distributed in the following order:
(a) to pay or provide for the payment of all partnership liabilities and liquidating expenses and obligations; (b) to equalize the income accounts of the partners; (c) to discharge the balance of the income accounts of the partners; (d) to equalize the capital accounts of the partners; and (e) to discharge the balance of the capital accounts of the partners.

11. Retirement. Either partner shall have the right to retire from the partnership at the end of any year. Written notice of intention to retire shall be served upon the other partner at the office of the partnership at least three months before the end of the year. The retirement of either partner shall have no effect upon the continuance of the partnership business. The remaining partner shall have the right either to purchase the retiring partner's interest in the partnership or to terminate and liquidate the partnership business. If the remaining partner elects to purchase the interest of the retiring partner, he shall serve notice in writing of such election upon the retiring partner at the office of the partnership within two months after receipt of his notice of intention to retire.

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(a) If the remaining partner elects to purchase the interest of the retiring partner in the partnership, the purchase price and method of payment shall be the same as stated in paragraph 12 with reference to the purchase of a decedent's interest in the partnership.

(b) If the remaining partner does not elect to purchase the interest of the retiring partner in the partnership, the partners shall proceed with reasonable promptness to liquidate the business of the partnership. The procedure as to liquidation and distribution of the assets of the partnership business shall be the same as stated in paragraph 10 with reference to voluntary termination.

12. Death. Upon the death of either partner, the surviving partner shall have the right either to purchase the interest of the decedent in the partnership or to terminate and liquidate the partnership business. If the surviving partner elects to purchase the decedent's interest, he shall serve notice in writing of such election, within three months after the death of the decedent, upon the executor or administrator of the decedent or, if at the time of such election no legal representative has been appointed, upon any one of the known legal heirs of the decedent at the last-known address of such heir.

(a) If the surviving partner elects to purchase the interest of the decedent in the partnership, the purchase price shall be equal to the decedent's capital account as at the date of his death plus the decedent's income account as at the end of the prior calendar year, increased by his share of partnership profits or decreased by his share of partnership losses for the period from the

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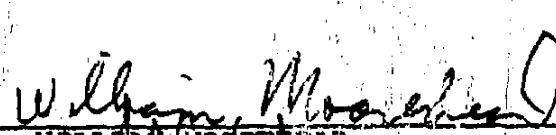
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beginning of the year in which his death occurred, and decreased by withdrawals charged to his income account during such period. No allowance shall be made for goodwill, trade name, patents, or other intangible assets, except as those assets have been reflected on the partnership books immediately prior to the decedent's death; but the survivor shall nevertheless be entitled to use the trade name of the partnership. The purchase price shall be paid without interest in four semi-annual installments beginning six months after the end of the calendar month in which the decedent's death occurred.

(b) If the surviving partner does not elect to purchase the interest of the decedent in the partnership, he shall proceed with reasonable promptness to liquidate the business of the partnership. The surviving partner and the estate of the deceased partner shall share equally in the profits and losses of the business during the period of liquidation, except that the decedent's estate shall not be liable for losses in excess of the decedent's interest in the partnership at the time of his death. No compensation shall be paid to the surviving partner for his services in liquidation. Except as herein otherwise stated, the procedure as to liquidation and distribution of the assets of the partnership business shall be the same as stated in paragraph 10 with reference to voluntary termination.

IN WITNESS WHEREOF, the parties have signed this agreement.


WILLIAM HODRELL MAD

ALLISON S. DAVIS

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QUIT CLAIM DEED IN TRUST

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THIS INDENTURE WITNESSETH, That the Grantor, M/D Ventures, an Illinois partnership
General

of the County of United States and State of Illinois, for and in consideration
of the sum of TEN AND NO/00 Dollars (\$ 10.00).

in full paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S _____ and Quit Claim S _____ unto MID TOWN BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as an Illinois banking corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 23 day of May 19⁸⁹, and known as Trust Number 7714, the following described real estate in the County of Cook, and State of Illinois, to-wit:

THAT PART OF LOT 2 IN THE DIVISION OF SUB LOTS 21, 22 AND 23 (EXCEPT STREET) OF THE ASSESSOR'S DIVISION OF LOTS 23 TO 27 INCLUSIVE AND LOT 33 IN BUTTERFIELD'S ADDITION TO CHICAGO BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST SOUTHERLY CORNER OF LOT 2 AND RUNNING THENCE NORTH ON THE EAST LINE OF SAID LOT, 38 FEET; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT TO THE WESTERLY LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING; SAID BUTTERFIELD'S ADDITION TO CHICAGO BEING A SUBDIVISION IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

~~Exempt under provisions of Paragraph 8, Section 4,
Real Estate Transfer Tax Act.~~

4/24/89

Miss Belligott, Agent
Broker, Seller or Representative

3305758

SUMMER '45

17-04-122-378

DEED, ESTATE, ETC., P. 1

TO HAVE AND TO HOLD. If the said 6 of estate, with the appurtenances, upon the trusts, and
all power and authority to thereby granted to said Trustee, his heirs, executors, administrators,
advisors, and trustees, and his successors in title, and real estate, as well as
any other with or without consideration, in convey said real estate in any part thereof in a manner or manner,
estate, power and authorities vested in said Trustee, to another, to divide, to mortgage, pledge or otherwise
part thereof, from time to time, in possession or reversion, in leases, to commence in presentment on future,
or at any time, or to renew, or to extend leases given any term or for any term, or for any period of time, and including
any renewal, or for any term, and for any period of time, and including, change of modify terms, and the terms
and provisions thereof, at any time or times hereafter, so contented to make leases, and to grant options to lease, and to
any person or persons of time and to amend, change or modify terms and options, to postpone the whole or any part of
the revision, and in contract of paying the manner of fixing the amount of present or future rentals, to partition it, to exchange land and real estate, or any part thereof, for other real estate, or
any part thereof, to grant easements, or charges of any kind, to release, convey, or assign all right, title, and interest in, or about, or over any apartment, or part of said real estate or any part thereof
and a 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 to enter into, in the same
whether similar or different, from the above, above mentioned, at any time, or times, hereafter.

whether similar to or different from the ways above specified at any time existing between the parties hereto, and may be sold, leased, mortgaged or otherwise disposed of by the Trustee in relation to said real estate, or any part thereof, shall be subject to, and entitled to be sold, leased, mortgaged or otherwise disposed of by the Trustee, or any successor or trustee in interest, as he may be obliged to see to the application of any purchase or sale, rent or money, furnished or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to cause into the account, receipt or expediency of any and all such Trustee, or he may be obliged 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 or trustee in interest, in relation to said real estate, shall be conclusive evidence in favor of every person (including the registrar of Title, of said county) holding title of said real estate, or any interest therein, that at the time of the delivery thereof, the trust created by this Indenture, or by said Trust Agreement, was in full force and effect; and that such conveyance, lease or other instrument, or any and all beneficial interests thereunder, to him, or any successor in interest, 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 interest, that such successor or successors in interest have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of his, her or their predecessors in interest.

This Agreement is made upon the express, understanding, and condition that neither Mid-Island Banc Trust Company of Chicago, nor as successor or successors, as trust shall incur any personal liability or be subject to any claim, judgment or decree for anything it or they or its or their agents or employees may do or omit to do or about the said real estate under the provisions of this Deed in Land Trust Agreement, or by amendment thereto, or for injury to person or property, happening in or about said real estate, and, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by this Trustee in connection with the above described real estate, and, the then beneficiaries, or under said Trust Agreement, their attorney-in-fact, hereby irrevocably appointed for such purpose, or at the election of the Deed, as its own trustee, trustee of an express, general and not individual, (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness, except as it may be liable under the terms of the Deed), shall be applicable for the payment and discharge thereof. All sums and corporations, associations, partnerships, clubs, etc., which may be held by the Trustee, or any of the beneficiaries, in the name of the filer, for recording of this Deed.

whence and wheretoever shall be charged by 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 as of all persons claiming title thereto or any interest in the title or in any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereof shall have any title to, or interest in, or any other disposition of said real estate as such, but only an interest in the earnings, wealth and proceeds thereof, as above set forth, and the intention hereof is to vest title in the "Mid-Town Bank and Trust Company of Chicago," the entity legal and equitable title in for example, in and of all the real estate above described.

If the title to any of the above described real estate is hereafter registered, the Registrar of Titles is hereby directed to register the same in the name of the words "in trust," "on trust conditions," or "with limitations," in words of similar import, in accordance with the statute made and provided, and the Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing having the requisite force is in accordance with the true intent and meaning of the trust.

and in accordance with the true intent and meaning of the trust.
And the said grantor S. hereby expressly waive S. and release S. 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, the grantor abovesaid hereunto set his hand and seal this 31st day of June 1941.

BY M/D Ventures, an Illinois
General Partnership BY:
Alfons
Alfonso C. Duran, Partner *(SEAL)*

William Moorehead, Partner [SEAL] William Moorehead [SEAL]

State of Illinois _____ {ss.} _____ a Notary Public in and for Cook County, in
Cook _____

County of COOK the state aforesaid, do hereby certify that Allison S. Davis and
William Moorehead FOR M/D Ventures, an Illinois General Partnership

BY Its General Partners personally known to me to be the same person whose name is affixed thereto,
"OFFICIAL SEAL"
Subscribed to

This document prepared
by: Allison S. Davis

My Commission Expires 9/1/93 and requires return set forth
including the release and waiver of the right of
and delivered the instrument as _____
including the release and waiver of the right of
including the release and waiver of the right of

Chicago, Ill. 60610 of June 10, 1979
Patricia Turner

For more information about the study, please contact Dr. Michael J. Koenig at (314) 747-2146 or via email at koenig@dfci.harvard.edu.

Mid Town Bank and Trust Company of Chicago
2021 North Clark St.
Chicago, Ill. 60614.

1306 N. Cleveland

Information such as cost, needs analysis, or other financial aspects.

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