



Office of Chicago City Clerk



O2011-4483

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	6/8/2011
Sponsor(s):	Burnett, Walter (27)
Type:	Ordinance
Title:	Vacation of public alley(s)
Committee(s) Assignment:	Committee on Transportation and Public Way

COMMERCIAL ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of local government pursuant to Article VII, Section 6 (a) of the 1970 constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the properties at 1346-1354 N. Paulina Road and 4001-4011 W. Hirsch Street are owned by Chicago Title Land Trust 5406; and

WHEREAS, Chicago Title Land Trust 5406 proposes to use the portion of the street and alley to be vacated herein for dedicated company parking and truck circulation; and

WHEREAS, the City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of the public alley, described in the following ordinance; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. All that part of the 16 foot North-South alley, lying East of and adjacent to the East line of Lot 11 in Block 1 in Demarest and Kamerling's Grand Avenue Subdivision of the North ½ of the Southeast ¼ of the Northeast ¼ of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, bounded to the South by the South line of said Lot 11, extended East, and lying South of the South right-of-way line of West Hirsch Street, in Cook County, Illinois as shaded and indicated by the words "TO BE VACATED HEREIN" on the drawing hereto attached, which drawing for greater certainty is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison, AT&T-Illinois/SBC and Comcast, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along the alleys as herein vacated, with the right of ingress and egress and the right to access to said facilities at all times for any and all purposes.

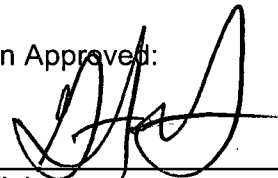
SECTION 3. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the Applicants shall deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the portion of the street hereby vacated, similar to the contiguous sidewalk and curb along the South line of W. Hirsch Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the applicant shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated the sum _____ dollars (\$ _____), which sum in the judgment of this body will be equal to such benefits.

SECTION 5. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the applicant shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with an attached drawing approved by authorized staff of CDOT/Maps and Plats.


SECTION 6. This ordinance shall take effect and be in force from and after its passage. The vacation shall take effect upon recording the ordinance.

Vacation Approved:

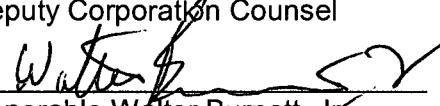
 GH

Gabe Klein
Acting Commissioner of Transportation

Approved as to Form and Legality



Deputy Corporation Counsel



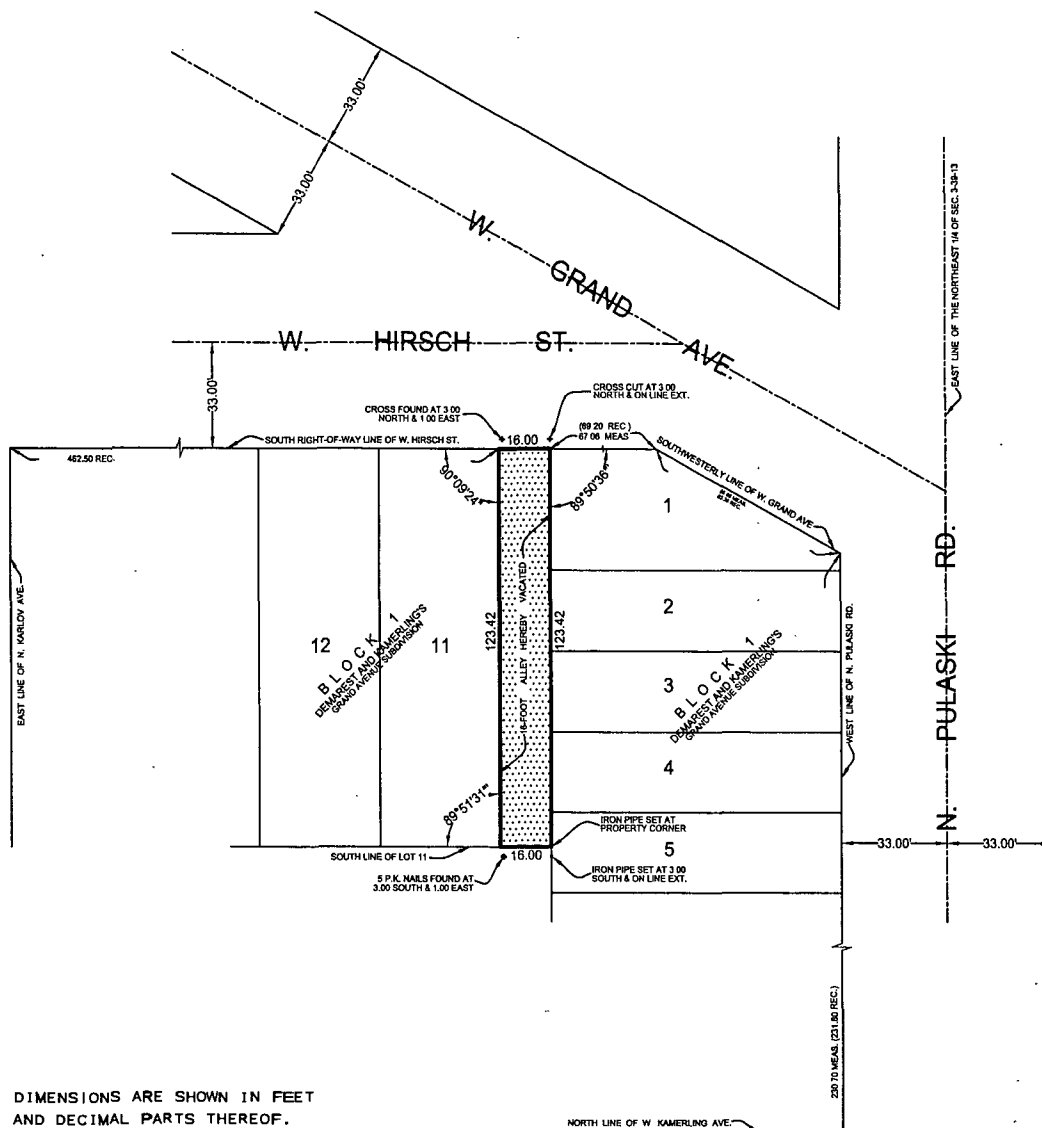
Honorable Walter Burnett, Jr.
Alderman, 27th Ward



PLAT OF VACATION OF

That part of the 16-Foot North-South Alley, lying East of and adjacent to the East line of LOT 11 in Block 1 in Demarest and Kamerling's Grand Avenue Subdivision of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, Bounded to the South by the South Line of said LOT 11, extended east, and lying South of the South right-of-way Line of West Hirsch Street, in Cook County, Illinois.

TOTAL LAND AREA = 1,975 sq. ft.



DIMENSIONS ARE SHOWN IN FEET
AND DECIMAL PARTS THEREOF.

ORDER NO. 75042
SCALE: 1 INCH = 60 FEET

FIELDWORK
COMPLETION DATE 06 APRIL 2009
ORDERED BY: NATIONAL SHOPPING PLAZA

UPDATED: 17 MARCH 2011

CDOT DWG: 03-27-10-3180

MM SURVEYING CO., INC.
PROFESSIONAL DESIGN FIRM NO. 184-003233

5812 W. HIGGINS AVENUE
CHICAGO, ILLINOIS 60630

PHONE: 773/282-5900
FAX: 773/282-9424

STATE OF ILLINOIS
COUNTY OF COOK

I, _____, COUNTY CLERK OF COOK
COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO
DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL
TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND
INCLUDED IN THE ANNEXED PLAT, GIVEN UNDER MY HAND AND SEAL
OF THE COUNTY OF COOK, CHICAGO, ILLINOIS, THIS _____
DAY OF _____ A. D. 20__

COUNTY CLERK

STATE OF ILLINOIS
COUNTY OF COOK

APPROVED BY THE COUNCIL MEMBERS OF THE CITY OF CHICAGO,
COOK COUNTY, ILLINOIS, THIS _____ DAY
OF _____ A. D. 20__

MAYOR

COUNTY CLERK

STATE OF ILLINOIS
COUNTY OF COOK

APPROVED BY ZONING, PLANNING AND APPEALS COMMISSION OF
THE CITY OF CHICAGO AT A HEARING THIS _____ DAY OF
_____ A. D. 20__

BY: _____
CHAIRMAN OF ZONING, PLANNING AND APPEALS

FLOOD CERTIFICATE (PER FEMA WEBSITE)
THE PROPERTY DESCRIBED ABOVE IS NOT IN
A SPECIAL FLOOD HAZARD AREA.
FLOODWAY MAPPED: N/A
FLOODWAY ON PROPERTY: N/A
MAP USED: RATE MAP
COMMUNITY NAME: CHICAGO, CITY OF
COMMUNITY NUMBER: 170074
PANEL/MAP NUMBER: 17031C0415 J
EFFECTIVE DATE: AUGUST 19, 2008
FLOOD ZONE: D1
BASE FLOOD ELEVATION FROM FIRM (40.5 FT):
N/A NGVD 1929

OWNERS CERTIFICATE:

I (WE), _____, DO HEREBY
CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY
DESCRIBED HEREON AND THAT I (WE) HAVE CAUSED THE SAID
PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN
HEREON.

DATED: _____ A. D. 20__

_____, OWNER

_____, CO-OWNER

STATE OF ILLINOIS
COUNTY OF COOK

I, _____, A NOTARY PUBLIC IN AND FOR SAID
COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT
_____, WHO IS PERSONALLY KNOWN TO ME TO
BE THE SAME PERSON, WHOSE NAME IS SUBSCRIBED TO THE
FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE
ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED
THE ANNEXED PLAT AS HIS OWN AND VOLUNTARY ACT FOR THE
USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS _____ DAY
OF _____ A. D. 20__

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS
COUNTY OF COOK

THE ABOVE DESCRIBED PROPERTY WAS SURVEYED BY M M
SURVEYING COMPANY, INC., UNDER THE SUPERVISION OF
ZBIGNIEW DOMOZYCH, AN ILLINOIS PROFESSIONAL LAND
SURVEYOR, AND THE PLAT HEREON DRAWN IS A CORRECT
REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE SHOWN
IN FEET AND DECIMAL PARTS THEREOF.

IN MY BEST OPINION, THE LAND IN THE ANNEXED LEGAL
DESCRIPTION FALLS IN ZONE _____ AS SHOWN ON THE FLOOD
INSURANCE RATE MAP COMMUNITY-PANEL
NUMBER 17031C0415 J WITH AN EFFECTIVE DATE
OF AUGUST 19, 2008 (PER FEMA WEBSITE)

GIVEN UNDER MY HAND AND SEAL
AT CHICAGO, ILLINOIS, THIS 29

DAY OF MARCH A. D. 2011.

BY: Zb. Domozych
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3258



FILE NO. 3-27-10-3180

TOTAL AREA TO BE VACATED = 1,975.0 Sq. Ft.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Chicago Title Land Trust, as Trustee under Trust Agreement 12/28/88 and known as Trust Number 5406

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this FDS is:

1. ☒ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____

OR

3. ☐ a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party:

200 West Madison, Suite 4200

Chicago, Illinois 60606

C. Telephone: 312.332.4172 Fax: 312.332.0389 Email: gdh48@aol.com

D. Name of contact person: George Nanus

E. Federal Employer Identification No. (if you have one): 323-38-4220

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Vacation of alley adjacent to 4013-23 W. Hirsch St.

G. Which City agency or department is requesting this EDS? CDOT

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company* |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture* |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input checked="" type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

* Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

N/A

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes ☐ No ☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name

Title

Chicago Title Land Trust, Trust #5406

legal titleholder

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
George Hanus	200 West Madison, Chicago, IL	100%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes ☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
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Bell Boyd & Lloyd	70 West Madison Chicago, IL 60602	attorney	\$8,000.00
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(Add sheets if necessary)

[] Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[] Yes ☒ No [] No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[] Yes [] No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter

2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name

Business Address

Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

☒ 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

☐ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes

☐ No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes

☐ No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Chicago Title Land Trust, Trust #5406
(Print or type name of Disclosing Party)

Date: 1/7/09

By:

George Hanus
(sign here)

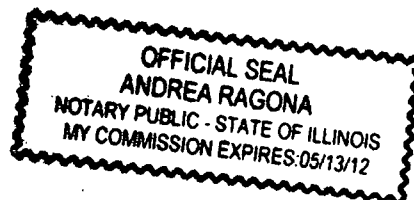
George Hanus, Trustee Agent
(Print or type name of person signing)

Trustee Agent
(Print or type title of person signing)

Signed and sworn to before me on (date) 1/7/09, by George Hanus,
at Cook County, IL (state).

Andrea Ragona Notary Public.

Commission expires: 5/13/12



(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Disclosing Party must complete a new EDS with correct or corrected information)

RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.
vacation application re

This recertification is being submitted in connection with 4013-23 W. Hirsch St.
[identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Chicago Title Land Trust, as Trustee under Trust
Agreement dated 12/28/88 and known as Trust
Number 5406

Date: 3/10/11

(Print or type legal name of Disclosing Party)

By:

(sign here)

Print or type name of signatory:

George Hanus

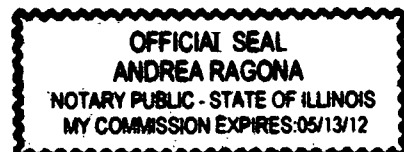
Title of signatory:

Agent

Signed and sworn to before me on [date] March 10, 2011, by George Hanus, at Cook County, Illinois [state].

Andrea Ragona Notary Public.

Commission expires: 5/13/12



CHICAGO TITLE LAND TRUST COMPANY

CUSTOMER NUMBER: AM5406**EXTENSION AMENDMENT**

WHEREAS, Chicago Title Land Trust Company, as Trustee under the terms of a certain agreement dated 12/28/1988 and known as Trust Number 5406 is presently holding the legal and equitable title to certain real estate;

AND WHEREAS the undersigned party(ies) hold(s) the beneficial interest in the proceeds and avails of such property in accordance with the terms of said agreement;

AND WHEREAS said Trust, under its terms, terminates twenty years from the date of said agreement or, should said trust have been previously extended, twenty years from the date from which it was last extended;

AND WHEREAS, the parties desire to extend the terms of the trust for an additional twenty years.

NOW THEREFORE for and in consideration of the sum of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree that the trust shall continue under the same terms and conditions for an additional twenty years, except however, that the compensation of the Trustee for annual holding fees and document execution shall be its current schedule of charges for such services.

IN WITNESS WHEREOF the party(ies) has (have) set their hand(s) and seal and the Trustee has caused these presents to be executed by its Assistant Vice President.

Signature

Address, City, State, Zip

ORIGINATOR TRUSTEE OF GRAND PULASKI PLAZA TRUST

Printed Name

SSN/FEIN

Telephone Number

Signature

Address, City, State, Zip

Printed Name

SSN/FEIN

Telephone Number

Signature

Address, City, State, Zip

Printed Name

SSN/FEIN

Telephone Number

Signature

Address, City, State, Zip

Printed Name

SSN/FEIN

Telephone Number

Signature

Address, City, State, Zip

Printed Name

SSN/FEIN

Telephone Number

Signature

Address, City, State, Zip

Printed Name

SSN/FEIN

Telephone Number

ACKNOWLEDGED BY TRUSTEE THIS

Day Of

2009

Trust No.

5406

We do hereby certify that the within, consisting of 11 pages, represents a true and correct copy of the original according to our files.

CHICAGO TITLE LAND TRUST COMPANY

As Trustee

By:

Assistant Vice-President

Date

7/24/09

By:

Rev. 10/04

1330Pulaski-CollateralABL.wpd/071104

COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, GBOROE D. HANUS, not personally but solely as Trustee of the Grand Pulaski Plaza Trust (the "Assignor"), who is the owner of one hundred per cent (100%) of the entire beneficial interest under that certain Trust Agreement (the "Trust Agreement") dated December 28, 1988 and known as Trust No. 5406 executed by AMALGAMATED BANK OF CHICAGO, as Trustee (the "Trustee"), hereby grants a security interest in and assigns to MTL INSURANCE COMPANY, an Illinois corporation (the "Secured Party"), and to its successors and assigns all of the interest of the Assignor under the Trust Agreement and to any and all proceeds of the property or any part thereof, including without limitation proceeds from rentals, mortgages, sales, conveyances, installment contracts for deed, insurance recoveries, condemnation awards or payments in lieu thereof, or other dispositions or realizations of any kind or from said property or any part thereof, including the right to manage, direct and control the property and the acts and doings of the Trustee in respect of such property.

The Assignor represents and warrants:

1. Except for the security interest of the Secured Party therein, the Assignor is the owner of all the collateral pledged herein free from any liens, security interests, encumbrance or other right, title or interest of any other person, firm or corporation, and the Assignor shall defend the collateral against all claims and demands of all persons at any time claiming the same or any interest therein adverse to the Secured Party;

2. There is no financing statement now on file in any public office covering any property of any kind (except in favor of the Secured Party) which is included within this Assignment or intended so to be, and so long as any amount remains unpaid on the Note or the Mortgage (as hereinafter defined), the Assignor will not execute and there will not be on file in any public office any other financing statement or statements describing or attempting to describe the collateral pledged herein; and

3. The Assignor will not execute any other assignment covering the collateral herein described without the written consent of the Secured Party having first been obtained and delivered to the Trustee.

This Assignment is made and given as collateral security for the prompt payment when due of the indebtedness evidenced by that certain Promissory Note dated as of July 1, 2004 in the principal amount of Nine Hundred Eighty-Five Thousand and No/100 Dollars (\$985,000.00) (the "Note"), which was executed and delivered by the Trustee and made payable to the Secured Party, and which is secured by a mortgage of even date (the "Mortgage").

Upon a default in the Note or the Mortgage (collectively the "Loan Documents") or failure of the Assignor to comply with any of its obligations contained herein within thirty (30)

days after written notice from the Secured Party, and expiration of any applicable cure period, or at any time or times or from time to time thereafter, the Secured Party may:

(a) Exercise any one or more of all of the rights or remedies set forth in the Loan Documents, or in any other document, if any, evidencing or securing payment of the amount due under the Loan Documents (the "Indebtedness") and, in addition, the Secured Party shall have full power and authority to exercise all or any one or more of the remedies and shall have all the rights of a secured party under the Uniform Commercial Code of Illinois (the "Code"). Any requirement of the Code for reasonable notice shall be met if such notice is mailed, postage prepaid, to the Assignor at the address of the Assignor as shown on the records of the Secured Party at least thirty (30) days prior to the time of the sale, disposition or other event or thing giving rise to the requirement of notice.

(b) The Secured Party may proceed immediately to exercise each and all of the powers, rights and privileges reserved or granted to the Assignor under the Trust Agreement to manage, direct, control and deal with the property or any part thereof covered by the Trust Agreement, including without limitation the right to collect and receive the proceeds from rentals and from mortgages, sales, conveyances, insurance recoveries, condemnation awards or payments in lieu thereof, or other dispositions or realizations of any kind of or from said property or any part thereof; and

(c) The Secured Party may proceed to protect and enforce this conveyance by suits or proceedings in equity, at law or otherwise, whether for the foreclosure hereof or for the appointment of a receiver or receivers of the property covered by the Trust Agreement or any part thereof, or for the enforcement of any other proper, legal or equitable remedy available under applicable law.

Any and all net proceeds received by the Secured Party by reason of the foregoing paragraphs (a), (b), and (c), after first deducting all legal (including reasonable attorneys' fees) and other costs and expenses in effecting such realization, shall be applied to pay any or all of the Indebtedness in such order as the Secured Party shall deem proper, and any overplus shall be returned to the Assignor. Upon full payment of all the Indebtedness, this Assignment and the lien or charge created hereby or resulting herefrom shall cease to exist.

Notwithstanding anything to the contrary appearing in the Trust Agreement or this Assignment, the interest hereinabove described is assigned and transferred to the Secured Party by way of collateral security only and, accordingly, the Secured Party by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of the Assignor under the Trust Agreement, whether provided for by the terms thereof, arising by operation of law or otherwise; the Assignor hereby acknowledging that the Assignor is and remains liable thereunder to the same extent as though this Assignment had not been made. The Assignor will execute and deliver to Secured Party for filing where and as often as the Secured

Party deems necessary, all Financing Statements and other forms of notices as the Secured Party may request and the Assignor will pay the costs of filing thereof

The Assignor hereby represents and warrants that the Assignor has full power and authority to make the assignment herein provided for and that the Assignor is the owner of one hundred per cent (100%) of the beneficial interest under the Trust Agreement, free and clear of any lien or encumbrance, and that the copy of the Trust Agreement herewith delivered to the Assignee is true and correct as and at the date hereof

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Assignor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of the Assignor are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Assignor personally or for the purpose or with the intention of binding the Assignor personally, but are made and intended by the Assignor for the purpose of binding only the Assignor's interest in the Collateral; and the Secured Party agrees that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Assignor personally on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Assignor in this instrument contained, either express or implied, all such personal liability, if any being expressly waived and released, provided, however, nothing contained herein shall relieve George D. Hanus, individually, of any personal liability he may have under the Environmental Indemnity Agreement and the Guaranty Agreement, both of even date herewith executed by George D. Hanus, individually, in favor of the Secured Party.

Dated as of the 1st day of July, 2004.

GRAND PULASKI PLAZA TRUST

By: 

GEORGE D. HANUS, Trustee

ACCEPTANCE

MTL INSURANCE COMPANY, an Illinois corporation, hereby acknowledges receipt of the foregoing Assignment this ____ day of July, 2004 and accepts the same.

MTL INSURANCE COMPANY
an Illinois corporation

By: _____

Title: _____

TRUSTEE'S ENDORSEMENT

AMALGAMATED BANK OF CHICAGO hereby acknowledges receipt of the foregoing assignment this 22 day of July, 2004.

AMALGAMATED BANK OF CHICAGO

By: 

IRVING B. POLAKOW Title: **SENIOR VICE PRESIDENT**

ASSIGNMENT

Date: June 30, 2004

FOR VALUE RECEIVED, I/we hereby sell, assign, transfer, and set over unto:
George D. Basus, as Trustee of Grand Pulaski Plaza Trust

an undivided 100% of my/our rights, powers, privileges and beneficial interest, including the power of direction in, to and under that certain Trust Agreement dated the 38th day of December, 20 1988 and known as Trust Number 5406 of AMALGAMATED BANK OF CHICAGO as Trustee. After the making and acceptance of this assignment, the Trustee shall act as provided in the Trust Agreement upon the written direction of George D. Basus, as Trustee of Grand Pulaski Plaza Trust

ASSIGNOR (S)

George D. Basus

Address 333 W. Wacker Dr., Suite 2750, Chicago, IL 60606

SSN OR EIN 323-38-4330

Address

SSN OR EIN

Address

SSN OR EIN

IF APPLICABLE, SIGN HERE

This transaction is exempt under the provisions of Paragraph (e), Section 4 of the Real Estate Transfer Tax Act

By:

After this assignment, bills and correspondence should be mailed to: George P. Basus,

333 W. Wacker Dr., Suite 2750, Chicago, IL 60606

Telephone # (212) 332-4173

ACCEPTANCE

I/We, the undersigned, being the assignee(s) above mentioned, hereby accept the foregoing assignment subject to all of the terms and provisions of said Trust Agreement I/We hereby certify that the undersigned are of legal age and under no disability.

Address 333 W. Wacker Dr., Suite 2750, Chicago, IL 60606

SSN OR EIN 333-39-4320

Telephone 313-333-4172

Grand Pulaski Plaza Trust

Address

SSN OR EIN

Telephone

By:

George D. Basus, Trustee

Address

SSN OR EIN

Telephone

Receipt and acceptance of an original of the foregoing assignment is acknowledged this 23rd day of July, 20 04.

Consent: MFL Insurance Company

By:

See attached

AMALGAMATED BANK OF CHICAGO, as Trustee

By:

IRVING B. POLAKOW Vice President

IMPORTANT!!! This assignment should be executed in duplicate and shall not be binding on the Trustee until the original thereof is lodged and accepted by the Trustee. This assignment MUST BE ACCOMPANIED BY A RECORDED FACSIMILE ASSIGNMENT when required by law. Social security number(s) and/or Employer's Identification Number (e) and addressee must be provided BEFORE this Assignment will be accepted. All outstanding trust fees must be current before acceptance.

Assignment

Chicago, Illinois

September 1, 1989

For Value Received ^{we} hereby sell, assign, transfer and set over unto

GEORGE D. HANUS

a 100% undivided interest in the rights, powers and beneficial interest, including the power of direction in, to and under that certain Trust Agreement, dated the 28th day of December, A. D. 1989 and known as Trust Number 5400 of

AMALGAMATED TRUST & SAVINGS BANK, as Trustee. After the making and acceptance of this assignment, the Trustee shall act, as provided in the Trust Agreement, upon the written direction of:

GEORGE D. HANUS

Assignor(s)

ATTEST:

Sarah Bromberg, Assistant Secretary

ARINA DEVELOPMENT CORPORATION (SEAL)

By George D. Hanus, President (SEAL)

(SEAL)

(SEAL)

To whom shall written inquiries be referred to George D. Hanus

May oral inquiries be referred directly? No To whom?

To whom shall bills be mailed? George D. Hanus, 333 W. Wacker Dr., Ste. 2750, Chicago, IL 60606

(ACCEPTANCE)

I, the undersigned, being the assignee, above mentioned, hereby accept the foregoing assignment subject to all of the terms and provisions of said Trust Agreement. I certify that the undersigned are of legal age and under no disability whatsoever.

George D. Hanus

(SEAL)

Address 333 W. Wacker Dr. Ste. 2750 Chicago, IL 60606

(Seal)

Address

(SEAL)

Address

(Seal)

Address

Received a duplicate of the foregoing assignment and acceptance.

AMALGAMATED TRUST & SAVINGS BANK

By

Authorized Officer.

Date

SEP 18 1989

NOTE: THIS ASSIGNMENT SHOULD BE EXECUTED IN DUPLICATE BY BOTH ASSIGNOR AND ASSIGNEE and one executed copy lodged with Amalgamated Trust & Savings Bank. This assignment shall not be binding on the Trustee unless and until the original thereof is lodged with the Trustee and its acceptance indicated thereon.

This Trust Agreement, dated this 28th day of December

19. 88, and known as Trust Number 5408, is to certify that AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation duly authorized to accept and execute trusts within the State of Illinois, as Trustee hereunder, is about to take title to the following described real estate to City of Chicago, Inc. Owner, Illinois, to-wit:

Lots 1 through 10 in Block 1 in Denarest and Mamerling's Grand Avenue Subdivision of the North 1/3 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

commonly known as No. 1340-50 N. Paulsaki Rd., Chicago, Illinois

Improvements: One-story commercial building
and that when it has taken the title thereto, or to any other real estate deemed to it as Trustee hereunder, it will hold it for the use and purposes set upon the terms herein set forth. The following named persons shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interests herein set forth, to-wit:

ARINA DEVELOPMENT CORPORATION - 100%

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to any interest under this trust, that the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said real estate and to manage and control said real estate as hereinafter provided, and the right to receive the proceeds from said real estate and from mortgages, sales or other disposition of said real estate, and that such right in the event of said real estate shall be deemed to be personal property, and may be assigned and transferred as such; that in case of death of a beneficiary his or her interest hereunder including the power of direction, if any, shall pass to specifically set forth herein, and if no provision is made herein then to his or her administrator or executor, if any, and if none then as provided by law; and that no beneficiary hereunder at any time shall have any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. Nothing herein contained shall be construed as imposing any obligation on the Trustee to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries hereunder from time to time will individually make all such reports and pay any and all taxes growing out of their interest under this Trust Agreement. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the Trustee hereunder. No assignment of an interest hereunder shall be binding on the Trustee until the original or a duplicate of the assignment is filed with the Trustee, and its acceptance indicated thereon.

In case said Trustee shall make any advance of money on account of this trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case said Trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, violation of any provision hereunder, injury to person or property, from or penalties under any law, local, state or federal, or otherwise, the beneficiaries hereunder do hereby bind and severally agree as follows: (1) that they will on demand pay to the said Trustee, with interest thereon at the rate of six per centum from date of disbursement, all such disbursements or advances of money made by the said Trustee, together with the expenses, including reasonable attorneys' fees; (2) that the said Trustee shall not be required to expend or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances and interest thereon and expenses incurred by said Trustee shall have been fully paid, together with interest thereon as aforesaid; and (3) that in case of non-payment within the time then specified said Trustee may sell all or any part of said real estate at public or private sale on such terms as it may see fit, and retain from the proceeds of said sale a sufficient sum to reimburse itself for all such disbursements, payments, advances and interest thereon and expenses, including the expenses of such sale and attorney's fees, reserving the surplus, if any, to the then beneficiaries. It is further stipulated and agreed by the beneficiaries hereunder that they will indemnify, save and hold harmless the Amalgamated Trust & Savings Bank, both individually and as Land Trustee, from any claim for real estate taxes, assessments or any similar or like charges whatsoever, and the beneficiaries further agree that Amalgamated Trust & Savings Bank, as Trustee, and also individually, has the right to make demand upon the beneficiaries by the immediate payment of such taxes or assessments, which the beneficiaries agree to pay immediately upon such demand, and the beneficiaries further agree that the Amalgamated Trust & Savings Bank shall have the right to sell any or all of the real estate held in this land trust to pay such real estate taxes or assessments, as well as any attorneys' fees, costs, or expenses incurred by the Amalgamated Trust & Savings Bank either individually or as Land Trustee. However, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest hereunder unless it shall be furnished with such sufficient security or be satisfactorily indemnified in respect thereto. In the event the Trustee is served with process or notice of legal proceedings or of any other matter concerning the trust or the trust property, the sole duty of the Trustee in connection therewith shall be to forward the process or notice by first class mail to the person designated as the person to whom inquiries shall be sent or, in the absence of such designation, to any person having a beneficial interest herein. The last address appearing in the records of the Trustee shall be used for such mailing.

It is further understood and agreed that neither Amalgamated Trust & Savings Bank, 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 fail to do in or about the said real estate or under the provisions of said deed or deeds in trust or this Trust Agreement, or any amendment thereto, or for injury to person or property happening in or about said 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 satisfied only by it in the name of the then beneficiaries hereunder, as their attorney-in-fact hereby irrevocably constituted for each purpose 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 whatever with respect to any such contract, obligation or indebtedness except as far as the trust property and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof).

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 encumbered by said Trustee, or 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 been complied with, or be obliged to inquire into the actuality, honesty or expediency of any act of said Trustee, or successor in trust, or be obliged or permitted to require any of the terms of this Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or 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 acting under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof, the trust created by this Trust Agreement was in full force and effect; (b) that each conveyance or other instrument was executed in accordance with the terms, provisions and intentions contained in this Trust Agreement and an amendment thereto, if any, and binding upon all beneficiaries under this Trust Agreement; (c) that said Trustee, or 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 a beneficiary has been made a co-mortgagor or co-lessee in trust, that such mortgage or conveyance in trust has been properly executed and is fully valid with all the title, estate, rights, powers, covenants, duties and obligations of its, his or their predecessor in trust.

This Trust Agreement shall not be placed on record in the Recorder's Office of the county in which the real estate is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of said Trustee.