



# Office of the City Clerk

City Hall  
121 N. LaSalle St.  
Room 107  
Chicago, IL 60602  
www.chicityclerk.com

## Legislation Details (With Text)

**File #:** O2011-4505  
**Type:** Ordinance      **Status:** Introduced  
**File created:** 6/8/2011      **In control:** Committee on Transportation and Public Way  
**Final action:**

**Title:** Vacation of portion of S Robinson St from S Ashland Ave to alley northwest  
**Sponsors:** Balcer, James  
**Indexes:** Vacations  
**Attachments:** 1. O2011-4505.pdf

Date	Ver.	Action By	Action	Result
6/8/2011	1	City Council	Referred	

### ( **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 3145-3165 S. Robinson Street & 3130-3156 S. Ashland Avenue are owned by Chicago Title Land Trust No. 5361; and  
WHEREAS, Chicago Title Land Trust No. 5361 proposes to use the portion of the street and alley to be vacated herein for landscaping and parking; 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 public street, 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 a street commonly known as South Robinson Street lying Southwesterly of and adjacent to the Southwesterly line of Lots 10,11,12 and 13 in Stinson's Subdivision of Blocks 1,2 and 10 in Canal Trustees' Subdivision of the East 1/4 of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian (except that part thereof lying East of a line 67 feet West of and parallel with the East line of said Section, heretofore taken by the City of Chicago for Streets), in Cook County,

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Illinois, more particularly described as follows: beginning at the most Northwesterly corner of said Lot 10; thence Southeasterly along the Southwesterly line of said Lots 10,11,12 and 13, a distance of 204.94 feet to the aforesaid line 67 feet West of and parallel with the East line of said Section 31; thence Northwesterly along a curve concave to the Northeast and having a radius of 32.98 feet and a chord of 31.46 feet to a point on a line 15.00 feet Southwesterly of and parallel with the Southwesterly line of said Lots 10,11,12 and 13, an arc distance of 32.79 feet; thence Northwesterly along a line 15.00 feet Southwesterly of and parallel with the Southwesterly line of said Lots 10,11,12 and 13, a distance of 30.50 feet; thence Northwesterly along a curve convex to the Northeast and having a radius of 3.00 and a chord of 6.00 feet to a point on a line 15.00 feet Southwesterly of and parallel with the Southwesterly line of said Lots 10, 11, 12 and 13, an arc distance of 9.42 feet;

thence Northwesterly along a line 15.00 feet Southwesterly of and parallel with the Southwesterly line of said Lots 10, 11, 12 and 13, a distance of 128.03 feet; thence Northwesterly along a curve convex to the Northeast having a radius of 3.00 feet and a chord of 6.00 feet to a point on a line 15.00 feet Southwesterly of and parallel with the Southwesterly line of said Lots 10, 11, 12 and 13, an arc distance of 9.42 feet; thence Northwesterly along the aforementioned parallel line, a distance of 6.83 feet to a point of intersection with the Northwesterly line of Lot 10, extended Southwesterly, said point being 15.00 feet Southwesterly of the most Northwesterly corner of Lot 10; thence Northeasterly along the extended Northwesterly line of Lot 10, a distance of 15.00 feet to the point of beginning as shaded and indicated by the words "HEREBY VACATED" 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 the alleys as herein vacated, as a right of way for existing City electrical facilities, and for the maintenance, renewal and reconstruction of said facilities of the construction of additional Municipally-owned electrical facilities. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved or other use made of said area which in the judgment of the respective Municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, and reconstruction of said facilities, or the construction of additional Municipally-owned service facilities.

SECTION 3. The City of Chicago hereby reserves for the benefit of The Peoples Gas Light and Coke Co., and its successor or assigns, an easement to operate, maintain, repair, renew and replace existing underground facilities in that portion of the street as herein vacated, with the right of ingress and egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected on said easement herein reserved for The Peoples Gas Light and Coke Company or other use made of the said area which would interfere with the

Page 2  
construction, operation, maintenance, repair, removal, or replacement of said facilities.

SECTION 4. 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. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 5. 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 6. 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 7. This ordinance shall take effect and be in force from and after its passage. The vacation shall take effect upon recording the ordinance.

Vacation Ambrdye± / J

#/i

Gabe Klein ~--

Acting Commissioner of Transportation

Approved as to Form and Legality

Deputy Corporation Counsel

'Honorable James Balcer Alderman, 11<sup>th</sup> Ward

PHONE:773/282-S900 FAX: 773/282-9424

**PLAT OF VACATION OF**

THAT PART OF A STREET COMMONLY KNOWN AS SOUTH ROBINSON STREET LYING SOUTHWESTERLY OF AND ADJACENT TO THE SOUTHWESTERLY LINE OF LOTS 10,11,12 AND 13 IN SANSON'S SUBDIVISION OF BLOCKS 1, 2 AND 10 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST J( OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF LYING EAST OF A LINE 87 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION, HERETOFORE TAKEN BY THE CITY OF CHICAGO FOR STREETS), IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**INC.**

NO.184-003233

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF SAID LOT 10; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY UNE OF SAID LOTS 10,11,12 AND 13, A DISTANCE OF 204.94 FEET TO THE AFORESAID LINE 67 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 31; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 32.98 FEET AND A CHORD OF 31.40 FEET TO A POINT ON A LINE 15.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOTS 10,11,12 AND 13, AN ARC DISTANCE OF 32.79 FEET; THENCE NORTHWESTERLY ALONG A UNE 15.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOTS 10,11,12 AND 13, A DISTANCE OF 30.50 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 3.00 AND A CHORD OF 6.00 FEET TO A POINT ON A LINE 15.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY UNE OF SAID LOTS 10,11,12 AND 13, AN ARC DISTANCE OF 9.42 FEET; THENCE NORTHWESTERLY ALONG A LINE 15.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY UNE OF SAID LOTS 10,11,12 AND 13, AN ARC DISTANCE OF 128.03 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONVEX TO THE NORTHEAST HAVING A RAOIUS OF 3.00 FEET AND A CHORD OF 6.00 FEET TO A POINT ON A UNE 15.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOTS 10,11,12 AND 13, AN ARC DISTANCE OF 9.42 FEET; THENCE NORTHWESTERLY ALONG THE AFOREMENTIONED PARALLEL LINE. A DISTANCE OF 6.83 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF LOT 10, EXTENDED SOUTHWESTERLY, SAID POINT BEING 15.00 FEET SOUTHWESTERLY OF THE MOST NORTHWESTERLY CORNER OF LOT 10; THENCE NORTHEASTERLY ALONG THE EXTENDED NORTHWESTERLY LINE OF LOT 10, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

TOTAL LAND AREA » 2,924 sq. ft.

STATTI OP ILLINOIS ITATIOnuWOU

**cowtyopcoox oohtwiiww**

APPROVED BY THE COUNCIL MEMBERS OF THE CITY OF CWCAGO, COOK COUNTY, ILLINOIS, THIS\_DAY OF \_\_AD.23

APPROVED BY ZONING, PLANNING AND APPEALS COMMISSION OF THE CITY OF CHICAGO AT A HEARING- THIS\_DAY OF \_\_A.D.

» . CHAIRMAN OF ZONING, PLANNING AND APPEALS COUNTY CLERK

L\_ 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 (N THE ANNEXED PLAT, GIVEN UNDER MY HAND AND SEAL OF THE COUNTY OF COOK, CHICAGO, ILLINOIS, THIS\_DAY OF \_\_A.O.20\_

COUNTY CLERK

**OPNBU CERTIFICATE**

- OO HEREBY CERTIFY THAT WE ARE THE OWNERS OF

**FLOOD CERTIFICATE (PER FEMA WEBSITE)**

THE PROPERTY DESCRIBED ABOVE IS N/A IN

A SPECIAL FLOOD HAZARD AREA,

FLOODWAY MAPPED: W

FLOODWAY ON PROPERTY: NO

MAP USED: RATE MAP.

COMMUNITY NAME: CHICAGO, CITY OF

COMMUNITY NUMBER: 170074

PANEL/MAP NUMBER: 17Q31C0508 I

EFFECTIVE DATE: 19 AUGUST 2008

ROADZONE: &

BASE FLOOD ELEVATION FROM FIRM (ft.SFT): WANGVO 182B.

**NOTARY PUBLIC CERTIFICATE**

THE ABOVE DESCRIBED PROPERTY WAS SURVEYED BY M M SURVEYING COMPANY, INC. UNDER THE SUPERVISION OF ZBIGNIEW OOMOZYCH, 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... X\_ AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 1703 ICO508 J WITH AN EFFECTIVE DATE OF 06V1672008 (PER FEMA WEBSITE)

L\_ A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE

STATE AFORESAID, OO 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 61GNED THE ANNEXED PLAT AS HIS OWN AND

VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

DAY OF

NOTARY PuaUC

^TH< "III,

IS3EXSIR\*Na3M7» ^^^^V

IS PROFESSIONAL^M^

ZBIGNIEW \<\$.\ DOMOZYCH lo:

035-003758 j

CHICAGO ILLINOIS S&>S

N&OFW®\*

**FILE NO. 31-11-09-3160**

TOTAL AREA TO BE VACATED = 2,940.0 5(\. Ft.

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J

0./08/2011 15:32 FAX 312 372 1125 K&L GATES @003

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

**SECTION I- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable: Harms Properties Trust \_\_\_\_\_

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS 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 the Disclosing Party holds an interest: . <sup>1</sup>

OR

3-  a legal entity with a right of control (see Section II.B.I.) State the legal name of the entity in which the Disclosing Party holds a right of control; \_\_\_\_\_

B. Business address of the Disclosing Party: 200 Wear Madison, Suite 4200\_

■Criirfiso, Tl.H.imiis 60606--.\_---

C. Telephone: 312.332,4172 Fax: 312.332.2119 Email: gdhA8\_aol.com <http://gdhA8\_aol.com>

D. Name of contact person; George Sanus

E. Federal Employer Identification No. (if you have one): 323-48-4220

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 portion of public way adjacent toe**

3140-3150 South Ashland

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 if

Ven 09-01-10

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**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

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**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- Person  Limited liability company
- Publicly registered business corporation  Limited liability partnership
- Privately held business corporation  Joint venture
- Sole proprietorship  Not-for-profit corporation
- General partnership (Is the not-for-profit corporation also a 501(c)(3))?
- Limited partnership  Yes  No
- Q Trust  Other (please specify)

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

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. List below the full names and titles of all executive officers and all directors of the entity. NOTE: 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).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, 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

George D. Hanus Trustee

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,

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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, Suite 4200 100%  
Chicago, IL 60606

**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.

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**Name (indicate whether Business Relationship to Disclosing Party Fees (indicate whether retained or anticipated Address (subcontractor, attorney, paid or estimated.) NOTE:**

to be retained) lobbyist, etc.) "hourly rate" or "t.b.d." is not an acceptable response.

K&L Gates Chicago, IL attorney \$5,000.00

KMA & Associates Deer field, IL landscape drawings \$7,500.00

(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 contract's term.

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 directly or indirectly 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. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

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2. 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 criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.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.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all 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 <sup>1</sup> 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 Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

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Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor'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;
- <sup>a</sup> 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).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, 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.

5. 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.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. 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:

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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

1. The Disclosing Party certifies that the Disclosing Party (check one)  is 1x3 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):

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.

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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

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 information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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#### 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. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

##### 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: (Add sheets if 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.

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.

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#### 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. 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.

B. 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](http://www.cityofchicago.org/Ethics) <<http://www.cityofchicago.org/Ethics>>, and may also be obtained from the City's Board of Ethics, 740 N.

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Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. 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 or void), 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.

D. 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.

E. 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. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F. 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 Affiliated Entities 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.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.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 F.1. and F.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.

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NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.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 and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Hanus PrnprrJps Trust\_

(Print or type name of Disclosing Party)

(Sign here)

George D. Hanus (Print or type name of person signing)

TrnstRP.\_

(Print or type title of person signing)

Signed and sworn to before me on (date) March 10, 2011 at Cook County, tt\_(state).

By:

Notary Public.

Commission expires:

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

**APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7-5 percent. It is not to be completed by any legal entity which has only an**

**indirect ownership interest in the Applicant.**

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes [x] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

Page 13 of 13

(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 3140-3150 s. Ashland Ave. [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.

Aetna Development Corporation

(Print or type legal name of Disclosing Party)

Date: 3/10/11

(sign here)

Print or type name of signatory: George D. Hanus

Title of signatory: President

Signed and sworn to before me on [date]

\4W^M)nU\*> at IjbOK^ County, /7//rv0/5 [state].

Notary Public.

Commission expires:

Ver. 11-01-05

OFFICIAL SEAL ANDREA RAGONA NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:05/13/12

Chicago Title Land Trust Company

**Customer Number: AM5361 |L^\_f| Ujy|**

**EXTENSION AMENDMENT**

WHEREAS, Chicago Title Land Trust Company, as Trustee under the terms of a certain agreement dated 4/21/1988 and known as

Trust Number 5361 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 curyenii schedule of charges for such services. IN WITNESS WHEI EOF the party(ies) has (have) set their hand(s) and seal and the Trustee has caused these presents to be executed by its Assistant Vifce President.

Signature HANI IS PRQPF.RT1T#TRI IS1

**ZOO h/. AfcIW; SA; # MZ6Q, QUotye. It**

Address, City, State, Zip k)/A/

Printed Name

SSN/FEIN

Telephone Number

Signature

Printed Name

Address, City, State, Zip

SSN/FEIN

J L

Telephone Number

Signature

Printed Name

Address, City, State, Zip

SSN/FEIN

A L

Telephone Number

Signature

Printed Name

Address, City, State, Zip

SSN/FEIN

J L

Telephone Number

Signature

Printed Name

Address, City, State, Zip

SSN/FEIN

Telephone Number

Signature

TrustNo. \_\_\_\_\_

.We do hereby certify that the within, consisting of \3 represents a true and correct copy of the original acattfingtoour m.

CHICAGO TITLE LAND TRUST COMPANY \_ , ~ t AsTruste

**Date^Mf^LW'**

Rev. 10/04 - ' •

Address, City, State, Zip

SSN/FEIN

Day Of c

low.

Telephone Number

**CHICAGO TITLE LAND TRUST COMPANY**

By:

/Assistant Vice-President

**COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST AND SECURITY AGREEMENT**

**THIS COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST AND SECURITY**

**AGREEMENT** ("Assignment") is made as of March \_\_, 2006 by GEORGE D. HANUS, as Trustee of Hanus Properties Trust ("Beneficiary"), with a mailing address of 333 West Wacker Drive, Suite 2750, Chicago, Illinois 60606, to SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation ("Lender"), having a mailing address of One Sun Life Executive Park, Wellesley Hills, Massachusetts 02481.

**I.**

**( RECITALS**

1.1 Note. Amalgamated Bank of Chicago, as Trustee under a Trust Agreement dated April 21, 1988 and known as Trust No. 5361 (the "Trust Agreement"), as Trustee as aforesaid and not personally ("Trustee") has executed and delivered to Lender a Promissory Note ("Note") of even date herewith, wherein Trustee promises to pay to the order of Lender in accordance with its terms and conditions the principal amount of One Million Fifty Thousand and 00/100 Dollars (\$1,050,000.00) in repayment of a loan (the "Loan") from Lender to Trustee in like amount.

1.2 Other Loan Documents. As security for the repayment of the Loan, Trustee and Beneficiary have executed and delivered or caused to be executed and delivered to Lender a Mortgage and Security Agreement (the "Mortgage") of even date herewith, granting to Lender a first lien on the real estate described therein ("Real Estate"), an Assignment of Leases and Rents (the "Lease Assignment") of even date, herewith and certain other documents further evidencing or securing the Loan (the Note, the Mortgage, the Lease Assignment, this Assignment and all such other loan documents, whether now or hereafter existing, being collectively referred to herein as the "Loan Documents").

1.3 This Assignment. As further security for the repayment of the Loan and for the payment and performance of all other Liabilities hereinafter described, Beneficiary is required by the Loan Documents to execute and deliver to Lender this Assignment.

**II.**

**ASSIGNMENT AND SECURITY**

2.1 Assignment. In consideration of the Loan and other good and valuable consideration (whose receipt and sufficiency are hereby acknowledged), Beneficiary hereby grants to Lender a lien and security interest in, and assigns, sells and conveys to Lender: (a) all of Beneficiary's right, title, and interest in, under and to the Trust Agreement, including all power of direction; (b) all property (including the Real Estate) now or in the future held or owned by Trustee pursuant to the terms of the Trust Agreement or other documents (collectively the "Collateral") and to any and all proceeds of the Collateral or any part thereof, including, without limitation, all proceeds from rental, mortgages, sales, conveyances, or other dispositions or realizations of any kind; and (c) the right to manage, direct, and control the Collateral and the actions of Trustee with respect to the Collateral.

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2.2 Security for Liabilities. This Assignment is security for (a) the prompt payment when due of all principal of and interest on the Note; (b) payment in full and performance of all obligations of Trustee and Beneficiary under the Loan Documents; (c) payment in full of all expenses and charges, legal or otherwise, including attorneys' fees and expenses, paid or incurred by Lender in realizing or protecting this Assignment or the Loan; and (d) any and all obligations, indebtedness, and liability of Beneficiary and Trustee (and of any other Beneficiary for whose indebtedness this Assignment is pledged as collateral) to Lender and relating to the Real Estate or the Loan, whether such obligations, indebtedness, or liability are now existing or hereby created, direct or indirect, absolute or contingent, joint and several or joint or several, due or to become due, however created, evidenced, or arising and however acquired by Lender, and all renewals and extensions thereof (collectively, the "Liabilities").

2.3 Joint Power of Direction. Beneficiary hereby appoints Lender as a joint holder of the power of direction under the Trust Agreement. Beneficiary and Lender shall jointly, not severally, exercise the power of direction.

The exercise of Lender's power of direction must be evidenced in writing and be executed by an officer of Lender.

ELL

### TITLE TO COLLATERAL

Beneficiary hereby warrants, represents, and agrees as follows:

- (a) Beneficiary is the owner of one hundred percent (100%) of the beneficial interest and power of direction under the Trust Agreement;
- (b) the copy of the Trust Agreement most recently delivered by Beneficiary to Lender is true, correct, and complete as of the date hereof and shall not be changed, amended, or superseded without Lender's prior written consent;
- (c) Except for Lender's security interest and except for transfers of the Collateral that are permitted pursuant to the terms of the Mortgage, Beneficiary, is and shall remain the owner of all of the Collateral, including the beneficial interest, free from any lien, security interest, encumbrance, or other right, title or interest of any other person or entity;
- (d) Beneficiary shall defend the Collateral against any and all claims and demands adverse to Lender;
- (e) no financing statement is now on file in any public office covering or referring to any of the Collateral (except in favor of Lender). So long as any sum remains unpaid on any Liabilities or any credit from Lender to Beneficiary or Trustee is in use by or available to Beneficiary or Trustee, Beneficiary shall not execute and there shall not be on file in any public office any assignment (whether absolute or for security and whether or not stated to be subject to this Assignment) or any financing statement covering any of the Collateral (except in favor of Lender);

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- (f) Beneficiary shall execute and deliver to Lender, for filing where and as often as Lender deems necessary, all financing statements and other forms of notices as Lender may request, and Beneficiary shall pay the related filing costs;
- (g) except for those "Permitted Encumbrances" as defined in and expressly allowed under the Mortgage, if any, the Real Estate (including fixtures) is and shall remain free of any security interest, mortgage, trust deed, lien, encumbrance or other instrument or document granting an interest to any person other than to Lender; and
- (h) Beneficiary has full power and authority to make this Assignment. This assignment does not violate any law or court order or any agreement to which Beneficiary or any general partner, venturer, controlling shareholder of Beneficiary, or a guarantor of Beneficiary's or Trustee's obligations to Lender is now or becomes a party is subject.

IV.

### DEFAULTS AND REMEDIES

4.1 Events of Default. The following constitute an event of default hereunder ("Event of Defaults"):

> (a) An Event of Default as defined in Paragraph 8.1 of the Mortgage.

4.2 Disposition of Collateral. At any time after the occurrence of an Event of Default, Lender may do any or all of the following:

- (a) exercise any one or more or all of the rights or remedies set forth in the Note, the Mortgage, and the other Loan Documents, including acceleration of the maturity of the Liabilities or any portion thereof. In addition, with respect to the beneficial interest in the Trust Agreement, Lender 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 Code requirements for reasonable notice shall be met if such notice is mailed by certified or registered mail, postage prepaid, to Trustee and Beneficiary at their respective address at least ninety (90) days prior to the time of the sale, disposition, or other event or matter giving rise to the requirement of notice (which period and method of notice is agreed to be commercially reasonable). Any public sale of the Collateral by Lender shall be deemed commercially reasonable if notice is given to Beneficiary as provided herein, if notice of such sale stating the date, time, place and terms thereof is

published in a newspaper of general circulation in the county in which the Real Estate is located one day per week for three consecutive weeks prior to the date of sale, and if such sale is held at the offices of Lender, its attorneys, or the Trustee, or any other place reasonably accessible to the public, pursuant to said notices. The foregoing provisions for the giving of reasonable notice or the holding of a commercially reasonable public sale are by way of example and do not limit what is deemed by the parties hereto to be "reasonable" or "commercially reasonable" means of exercising Lender's rights and remedies herein or as provided by law. If Lender is also the Trustee, either now or at the time of any sale or

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other disposition of the Collateral, that fact shall not affect Lender's right to: (i) purchase for its own account at any such sale or other disposition of the Collateral, or (ii) sell, dispose of, or otherwise deal with the security interest granted herein;

(b) proceed immediately to exercise each and all of the powers, rights and privileges reserved or granted to Beneficiary under the Trust Agreement to manage the Real Estate or any part thereof, including, but not limited to, the right to collect and receive the proceeds from rentals and from mortgages, sales, conveyances, or other disposition or realizations of any kind of or from such property or any part thereof; or

(c) protect and enforce this Assignment by suits or proceedings in equity, at law, or otherwise, whether for the foreclosure hereof or for the appointment of a receiver of the property covered by the Trust Agreement or any part thereof, or for the enforcement of any other legal or equitable remedy available.

4.3 Application of Proceeds. Any and all net proceeds received by Lender by reason of any action taken by it under Paragraph 4.2, after deducting all related attorneys' fees and other costs and expenses, shall be applied to pay any or all of the Liabilities as Lender, in its sole discretion, shall deem proper, and any surplus shall be returned to Beneficiary. Upon full payment and performance of all Liabilities, this Assignment and the lien created hereby shall be released.

4.4 Preservation of Collateral. At its sole election, Lender may (but shall not be required to) advance and pay such funds as in its discretion is desirable to preserve and protect the Real Estate. Any funds so advanced shall become part of the Liabilities and be due and payable upon demand.

4.5 Beneficiary Remains Liable under Trust Agreement. Notwithstanding anything to the contrary in the Trust Agreement, the interest herein described is assigned and transferred to Lender as collateral security only. Accordingly, Lender by its acceptance shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Beneficiary under the Trust Agreement, whether provided by the terms thereof, arising by operation of law, or otherwise. Beneficiary hereby acknowledges that Beneficiary remains liable thereunder to the same extent as though this Assignment had not been made.

V.

**MISCELLANEOUS**

5.1 Notices. Any notice that Lender or Beneficiary may desire to be required to give to the other shall be in writing and shall be mailed or delivered to the intended recipient at its address set forth above or at such other address as such intended recipient may, from time to time, designate in writing to the other party. Any such notice shall be deemed to have been delivered five (5) days after mailing by United States registered or certified mail, return receipt requested, or when delivered in person if personal delivery is used or when delivered by a nationally recognized overnight express delivery service, the date of such delivery or in the case of a facsimile transmission, upon receipt. Except as otherwise specifically required, notice to

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Beneficiary of the exercise of any right or option granted to Lender by this Assignment is not <sup>1</sup> required.

5.2 Governing Law. The negotiation, execution, and delivery of this Assignment has taken place in the State of Illinois, and this Assignment shall be construed and enforced according to the laws of the State of Illinois.

5.3 Rights and Remedies. All rights and remedies set forth in this Assignment are cumulative. The holder of the Note or of any other obligation secured hereby may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting

or impairing the security hereof or any right or remedy afforded hereby. No consent or waiver by a party to or of a particular breach or default by another party shall be deemed a consent to or waiver of the breach or default by such defaulting party of any future default or any other obligations or by any other party of the same or of any other obligations.

5.4 Interpretation. If any provision of this Assignment is held invalid, the validity of the remainder of this Assignment shall be determined as if such invalid part were never included. The headings of sections and paragraphs are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions. As used in this Assignment, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

5.5 Successors and Assigns. This Assignment and all provisions hereof shall be binding upon Beneficiary, its successors, assigns, and legal and personal representatives, administrators, executors, heirs and devisees, and all other persons or entities claiming under or through Beneficiary. The word "Beneficiary" when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note, this Assignment or any of the other Loan Documents. The word "Lender" when used herein, shall include Lender's successors, assigns, and legal representatives, including all other holders, from time to time, of the Note.

5.6 Multiple Assignors. If this Assignment is executed by more than one person or entity, the word "Beneficiary," when used herein, shall include all such persons and entities and each of them; all obligations of Beneficiary contained herein shall be the joint and several obligations of such assignors and each of them.

5.7 Non-Recourse Provisions. Beneficiary shall be liable upon the indebtedness evidenced by the Note, for all sums to accrue or to become payable thereon and for performance of all covenants contained in the Note or in any of the other Loan Documents, to the extent, but only to the extent, of Lender's security for the same, including, without limitation, all properties, rights, estates and interests covered by the Mortgage and the other Loan Documents. No attachment, execution or other writ or process shall be sought, issued or levied upon any assets, properties or funds of Beneficiary other than the properties, rights, estates and interests described in the Mortgage and the other Loan Documents. In the event of foreclosure of such liens, mortgages or security interests, by private power of sale or otherwise, no judgment for any deficiency upon such indebtedness, sums and amounts shall be sought or obtained by Lender

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against Beneficiary. Subject to the foregoing, nothing herein contained shall be construed to prevent Lender from exercising and enforcing any other remedy relating to the Collateral allowed at law or in equity or by any statute or by the terms of any of the Loan Documents.

5.8 Direction to Trustee. Beneficiary hereby irrevocably directs Trustee to accept no further assignments, sales, pledges, transfers or encumbrances of the collateral, or otherwise act with respect to the Collateral or the Real Estate in any manner which violates or is inconsistent with the terms and conditions of this Assignment, without the prior written consent of Lender.

5.9 Mortgage Compliance. Beneficiary hereby affirms all representations and warranties, and shall fully comply with, or shall cause Beneficiary to fully comply with, all duties, obligations, covenants, and agreements, pertaining to the use, occupancy, maintenance, management, transfer or ownership for the Real Estate and contained in the Mortgage or any other Loan Documents.

IN WITNESS WHEREOF, Beneficiary has caused this Assignment to be executed and delivered as of the date stated above. ,1

George J9. Hanus, as Trustee, and not personally, Beneficiary

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## **LENDER'S ACCEPTANCE**

Sun Life Assurance Company of Canada hereby acknowledges receipt of the foregoing Assignment effective the \_day of March, 2006, and accepts the same:

SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation

**Bv: Jfyjtl/^Jbc\*U^^**

By: /i^-t^-^S-

Name: 4>Wt^c-o aa, i^uJr\_

Title: S&»» »y- Z\*|</e-\*fom-J™ dfthJe^s

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**TRUSTEE'S RECEIPT AND AGREEMENT**

This will acknowledge receipt of a duplicate of the foregoing Collateral Assignment of Beneficial Interest and Security Agreement (the "Assignment") as of the date hereof, all terms used herein having the meaning therein specified. The undersigned agrees to look solely to the Beneficiary for the performance of all of the terms and provisions of the Trust Agreement, including the payment of any liabilities imposed upon the beneficiaries of the trust created thereby, until such time as Sun Life Assurance Company of Canada ("Lender") shall become vested with indefeasible ownership of the Collateral in the exercise of the rights and privileges conferred upon it by the Assignment.

The undersigned represents, based solely on a review of its records, as of the date hereof, Beneficiary is the sole owner of the beneficial interest and power of direction under the Trust Agreement, free and clear of all liens and encumbrances other than those of Lender. The undersigned agrees that it will accept no further assignments, sales, pledges, transfers, or encumbrances of the Collateral or otherwise act with respect to the Collateral or the Real Estate in any manner which violates or is inconsistent with this Assignment, without the prior written consent of Lender.

The undersigned agrees that it shall not execute and deliver any document or otherwise act pursuant to any direction delivered to it from time to time or by or on behalf of Beneficiary unless Lender shall have consented in writing to such direction as provided in the Assignment.

Dated at Chicago, Illinois, this

day of March, 2006.

**AMALGAMATED BANK OF CHICAGO,**  
as Trustee as aforesaid and not personally

Its:

IRVING B. POLAKOW

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**ASSIGNMENT**

Date: February 1, 2006

FOR VALUE RECEIVED, I/we hereby sell, assign, transfer, and set over unto:

George D. Hanus, not personally but as Trustee of Hanus Properties 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 21<sup>st</sup> day of April, 1988, and known as Trust Number 5361 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. Hanus, not personally HJit as Trustee of Hanus Properties Trust.

**ASSIGNOR(S)**

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

SSN or EIN \_\_\_\_\_

Address \_\_\_\_\_

George D. Hanus

SSN or EIN\_ Address

SSN or EIN

IF APPLICABLE, SIGN HERE



to whom j.l.all b.lb lk tiaiW-d? ' "" 11<\_>\*/<» j1.v-< 1100?P<